



**Request for Proposal
Proposal No. 006-24
Inmate Medical Services**

**Issued By:
Onslow County Purchasing Department
234 NW Corridor Blvd.
Jacksonville, North Carolina 28540
Phone: (910) 455-1750**

**Issued For:
Onslow County Sheriff's Office and Detention Facility
717 Court Street
Jacksonville, North Carolina 28540**

**Date of Issue: April 8, 2024
Proposals Due: May 8, 2024 2:00PM**

KEY INFORMATION SUMMARY SHEET

Request for Proposals
Inmate Healthcare Services
RFP # 006-24

RFP Issue Date:	April 8, 2024
Mailing address to submit proposals:	Onslow County Purchasing Department Attn: Christina Russell, Purchasing Division Head 234 NW Corridor Blvd. Jacksonville, NC 28540
Electronic file (pdf) Email Address:	Christina_Russell@onslowcountync.gov
Deadline for Written Questions:	12:00 noon April 18, 2024
Responses to Written Questions:	Addendum April 19, 2024, by 4:00PM
Sealed Proposal Due Date:	May 8, 2024, 2:00PM

April 8, 2024

RE: **Request for Proposals, Proposal No. 006-24
Inmate Healthcare Services**

To Whom It May Concern:

The County of Onslow is seeking sealed proposals from qualified healthcare management providers authorized to practice in the State of North Carolina to provide healthcare services to inmates housed within the Onslow County Detention Center. The County has been awarded with a Federal Grant for a MAT program for opioid or alcohol users which will be a part of this proposal.

Attached you will find a Request for Proposal (RFP) which identifies the services required.

In order to be considered, all Proposals must be sealed and submitted, in writing, no later than **2:00 PM (EST) May 8, 2024. No proposal will be accepted after this time.** Firms mailing proposals should allow delivery time to ensure timely receipt of their proposals. The responsibility for getting the proposal to the Onslow County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the proposing firm. The County will in no way be responsible for delays caused by any occurrence. Sealed proposals may be hand carried or mailed to:

Onslow County Purchasing Department
Attention: Christina Russell, Purchasing Division Head
234 NW Corridor Blvd.
Jacksonville, North Carolina 28540

In addition, proposals must also be submitted in electronic format. The email address for electronic submittals is provided.

Any questions pertaining to this Request for Proposal must be submitted in writing no later than 12:00 PM on April 18, 2024. Questions may be emailed to: Christina_Russell@onslowcountync.gov

Any changes or modifications to this Request for Proposal will be transmitted in writing through an addendum. It will be the responsibility of the Proposer to ensure that all addenda are received.

The County encourages participation by small, minority, and woman-owned businesses. Onslow County reserves the right at its sole discretion to waive any informalities, to reject any and/or all proposals, and to accept any proposal which in its opinion may be in the best interest of the County.

No proposal will be received or accepted after 2:00 PM, EST, May 8, 2024. Late proposals will be deemed invalid and returned unopened to the Provider.

Thank you,

Christina Russell, CLGPO
Purchasing Division Head

1.0 Background

The Onslow County Detention Center (OCDC) was built in 2010 and has 11 cell blocks with a maximum capacity of 528 inmates. The current capacity is 369 inmates; however, the daily average inmate population is approximately 365. Of the 365 inmates, 77 are females with the remaining inmates being male.

The counts above include pretrial detainees as well as inmates from other counties that are being housed in the OCDC. Currently, if an inmate from another county needs non-emergent medical treatment, the inmate is transferred back to that jurisdiction; however, if that County is under contract with the same healthcare management provider, the Provider will treat the inmate in the OCDC but the Provider will invoice the other county for the services rendered. Should an inmate from another county need emergency medical treatment, the other County pays for treatment of their inmate. The Onslow County Detention Center (OCDC) does not house any **federal** inmates.

In addition to the regular adult inmate population, there are approximately 10 weekenders, inmates sentenced to weekends only, who are also covered by County medical services while incarcerated.

2.0 Staff

The OCDC is comprised of contracted services, including food services, medical services, vending and inmate commissary. The Jail Major and the Captain oversee the responsibility for contracted medical services.

The OCDC is staffed with approximately 113 employees including 1 Major, 1 Captains, 6 First Sergeants, 6 Lieutenants, 13 Sergeants, 8 Corporals, and 78 Detention Officers.

In addition, there are contracted staff for food service and other county employees who also work in the facility on a daily basis. Line correctional staff work 12-hour shifts.

3.0 Preparation of Proposal

Each healthcare management provider must thoroughly examine the Request for Proposal and contract documents to ensure that all requirements can be met. Providers are responsible for verifying any and/all information and familiarize themselves with the required services, prior to submitting a proposal.

Proposals shall be submitted on the forms included within the RFP. Proposals shall be signed by the person or persons legally authorized to bind the Medical Provider to a contract. Failure to submit a proposal with all proposal requirements may be considered sufficient cause for rejection of the Proposal. All costs associated with the preparation of the Providers proposal will be borne by the Provider.

4.0 Submission Requirements

In order to evaluate responses efficiently and equitably, responses must be tabbed as identified below. Failure to submit this information may render your proposal non-responsive.

Tab 1: Introduction: Company Information

- Firm's name and business address, including telephone, email address, website address.
- The type of firm (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- Year established. Include former company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the firm's authorized negotiator. The person identified must be empowered to make binding commitments for the firm.

Tab 2: Experience and Operations Summary

- **Experience:** Describe experience with providing the Services outlined in RFP.
- **Current Contracts:** Provide a list of current contracts, and the term of the contracts, for similar services.
- **Previous Contracts:** List of all contracts held within the last five years that were not renewed or were cancelled by the agency prior to the initial term of contract and the reason for cancellation.

Tab 3: Proposed Staff:

- Indicate capacity to successfully manage the proposed services. Propose staffing plan for 24-hour coverage, seven days a week. This information shall include a detailed overview of the on-site professional staff that will be provided, their credentials, days per week, number of hours per day for each on-site staff member, and schedule of hours for each on-site staff member, etc. See attached Proposed Staffing Form. Also included in this section should include administrative/support staff that will be assigned to the awarded Provider.
- **HIPAA:** Describe what HIPAA security policies are in place. In addition, describe any information security breaches that may have occurred within the last 10 years.
- **Emergency Contact Information of Provider.** A list of emergency contacts, titles, office phone and cell phone numbers will be required by the awarded Provider.

Tab 4: Forms

- References of current contract holders
- Non-Collusion Affidavit
- Exceptions to the Proposal and Sample Service Contract
- Claims
- Certification Regarding Debarment and Suspension

Tab 5: Cost Proposal

- Proposal Options - Fees

Tab 6: Transition Plan

- Provider shall submit a plan addressing the transition from the current healthcare operation to the Provider's proposed operation at the OCDC.

5.0 Submittal Deadline

Submittals are to be submitted in writing **and** electronically. In order to be considered all proposals must be in writing, sealed, and submitted no later than **2:00 PM (EST) on May 8, 2024**. Time is of the essence; No proposal will be accepted after the official time and date. Only **sealed** proposals will be accepted; however, this is not a public bid opening. Providers mailing responses should allow delivery time to ensure timely receipt of their proposals. The responsibility for getting the proposal to Onslow County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the responding Medical Provider. ***The County will in no way be responsible for delays caused by any occurrence.***

The outside of the sealed envelope shall be clearly marked “**RFP #006-24 Inmate Healthcare Services .**” Responses may be hand carried or mailed to:

Onslow County Purchasing Department

Attn: Christina Russell

234 NW Corridor Blvd.

Jacksonville, North Carolina 28540

Hours of Operation: Monday – Friday 8:00 a.m. - 5:00 p.m. (EST)

In addition to the sealed proposal, an electronic copy of the proposal is required. Electronic copies should be submitted in a pdf file and emailed to Christina Russell at Christina_Russell@onslowcountync.gov prior to the deadline for sealed proposals. *It is recommended that a separate email be sent to confirm that the electronic version was received.*

6.0 Questions

Should a Provider find any discrepancies in, or omissions from the documents, or should the Provider be in doubt as to their meaning, the Provider should notify the County. All discrepancies, clarifications or questions pertaining to this Request for Proposal (RFP) shall be submitted in writing no later than **April 18, 2024 by 12:00 PM**. Questions may be emailed to: Christina_Russell@onslowcountync.gov

Only written questions submitted prior to the deadline will be considered formal. **Any information given verbally or by telephone will be considered informal.** Any questions received prior to the deadline, that the County feels are pertinent to all Proposers will be mailed as an addendum to the RFP. *Questions that are not relevant will not be responded too; therefore, it is recommended that only questions needed to submit a proposal by the company be submitted.*

7.0 Addenda

Any interpretation, correction or change to this RFP will be made by Addendum and issued through the County Purchasing Department. Addenda will be mailed or delivered to all who are known by the County to have received a complete set of RFP documents. ***It is the responsibility of the Proposer to ensure that all Addenda has been received prior to submitting a response.***

8.0 Performance Bond

The successful bidder shall furnish and deliver to the County a Performance Bond covering the faithful performance and completion of the services included in this RFP and payment for all materials and labor furnished or supplied in connection with the required services.

Said bonds shall be issued and furnished to the County prior to, and as a condition precedent to, commencement of the work. The Provider will have 10 days after contract award to furnish bond. The Performance Bond shall be furnished on behalf of the successful bidder and shall name

County obligee, and coverage shall be written subject to the limit of not less than \$500,000. Although the County has never had to secure another Provider through the Surety, such bond(s) shall be solely for the protection of County.

The surety bond must be in the form set forth in NCGS 44A-33, without any variations there from. The Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury. The bond shall remain in effect at least one (1) year after the date when final payment becomes due.

The successful Provider shall provide surety bond wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract and agrees that the obligations undertaken by the Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation.

9.0 Evaluation & Award of Contract

Award will be made to the healthcare management provider whose proposal is most advantageous to the County taking into consideration the following criteria:

- The ability, capacity, experience, and skill of the Provider to perform the services required under the contract;
- The thoroughness and completeness of proposal; responsiveness to RFP requirements;
- The quality of service and level of performance of a Provider under previous contracts, if any;
- The previous and existing compliance by the Provider with laws and ordinances relating to the service;
- References

Proposals will be received by an evaluation committee consisting of the Purchasing Division Head, Health Department Director, and Sheriff's Office/Jail staff. A recommendation will be made to the Sheriff. The successful Medical Provider will be notified in writing within 45 days, or sooner, after the receipt of proposals. Verbal notification of award is not considered a liable mode of notification and therefore will not be recognized as an official notification.

Upon issuance of a contract award by the County, the successful Provider will perform the services as specified at the stated fees, within the time specified, and in accordance with all provisions of the proposal documents.

In addition, the award of a contract under this solicitation will be paid with federal funding under the MAT program services. Funding is contingent upon compliance with all terms and conditions of funding award. Provider shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, Provider providing submittal shall be responsible for complying with state law and local ordinances.

10.0 **Rejection of Proposals**

The County of Onslow reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The County also reserves the right at its sole discretion to waive minor administrative irregularities contained in any proposal. Failure to comply with any of the terms and conditions of this RFP will result in rejection of a proposal. The County reserves the right to negotiate any and all terms with the successful healthcare provider.

11.0 **Contract Period**

The term of the contract will be for a three-year period. It is anticipated that the contract will be begin on or about July 1, 2024. This date is approximate and may start earlier or later depending on contract negotiations.

12.0 **Option to Renew**

This contract may be extended for additional one-year periods. This option, if exercised, is to be executed as a letter of agreement or Amendment to Extend the Contract, issued no sooner than ninety (90) days prior to expiration of this contract. This option to renew requires the mutual agreement of both parties.

13.0 **Withdrawal of Proposal**

A Provider may withdraw its proposal prior to the time that proposals are due by sending a written request to the Purchasing Division Head. No proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of 90 days.

14.0 **Exceptions to the Proposal**

Exceptions to any requirement contained herein must be clearly stated on the “Exceptions to the Proposal and Sample Contract” form. The Exception to the Proposal form is provided herein.

15.0 **Sample Agreement**

Attached is a *Sample* Service Contract that describes the County’s contractual terms and conditions. The successful Medical Provider will be required to enter into a service contract with the County. Any exceptions to the terms and conditions of the service contract must be documented and listed on the “Exceptions to the Proposal and Sample Service Contract” form. **In addition, any additional required language, terms, or conditions must be submitted with the proposal.** Since this contract will include some federal funding, federal contract language has been incorporated into the *Sample* Service Contract for review.

16.0 **Non-Collusion Affidavit**

Each submittal must be accompanied by a notarized affidavit on non-collusion, executed by the Provider or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein.

17.0 **Proprietary Information**

Trade secrets or proprietary information submitted by a Provider in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the Provider must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data on other materials to be protected and state the reasons why protection is necessary. **DO NOT** mark every page as confidential. **Each individual page that is a trade secret or proprietary information must be labeled “Confidential” in the top right corner.**



18.0 Change of Ownership

If the Provider changes owners or goes out of business during the term of the contract, sixty (60) days advance written notice of such change shall be provided to the County. If the Provider changes ownership and fails to comply with this provision, the County may terminate the contract immediately.

In the event the Provider provides sixty (60) days advance notice to the County of change of ownership, the County, at its sole discretion, may terminate the contract at the end of the sixty (60) day notice period, or may continue the contract with the new owner(s) under the same terms and conditions. The new owner(s) shall not have the right to unilaterally terminate the contract.

19.0 Subcontractors

The successful Provider will be the primary Provider and will perform the services using their own workforce. The Provider shall not subcontract the services without the prior approval of the County. ***If the healthcare provider intends to subcontract any of the services required in this RFP, the subcontracted services and subcontractor information must be listed on the Exceptions to the Proposal form.***

20.0 Insurance Requirement for Service – See sample Service Agreement for limits

The Provider shall provide the County an original Certificate of Insurance indicating that the Provider has in force the required coverage prior to the start of any Services under this Contract and agrees to maintain such insurance until the completion of this Contract. All insurance policies shall be with insurers with an acceptable rating, registered and licensed to do business in the State of North Carolina.

Each policy shall provide a thirty (30) day notification clause in the event of cancellation, non-renewal, or adverse change. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with the County at least fifteen (15) days prior to the expiration date. Failure to maintain the proper insurance will be grounds for termination of contract.

21.0 Safety and Health Device

All equipment, whether provided by the County or the Provider, shall meet the requirements of the federal government and the State of North Carolina. Equipment shall also conform to applicable standards of all national regulations.

22.0 Quality of Services

It is preferred that the Provider have a minimum of five (5) years' experience in this field. The successful Provider expressly warrants that all services specified in this Request for Proposal will be performed with skill, care, and diligence and in accordance with all requirements under the Request for Proposal. The successful Provider agrees to correct any deficiencies in its provision of services upon notification by the County and without additional expense to the County.

23.0 References

A minimum of three (3) references for which this type of service was provided, preferably within the State of North Carolina is required. Reference information shall be submitted on the form enclosed. Additional references may be submitted and attached to the sheet.

24.0 Objectives of the RFP

A. To implement and deliver a comprehensive inmate healthcare system consistent with all applicable standards and constitutional requirements.

- B. To maximize treatment and care of inmates within the OCDC while avoiding unnecessary instances involving transportation, inappropriate utilization of staff, and security risks by such movement. Services shall be cost effective and delivered to the population in such a way as to promote quality healthcare while fulfilling the Contractor's mission, goals, and objectives.
- C. To operate the healthcare services in a cost-effective manner with full reporting and accountability to the OCDC.
- D. To operate the healthcare program at full staffing and use only licensed, certified, and professionally trained personnel. The Medical Provider shall be a licensed Medical Doctor authorized to practice in the State of North Carolina and be in good standing in all respects with appropriate licensing agencies and medical boards. The Proposer must list all claims and complaints that have been filed with the Medical Board or any insurance company against the Medical Provider or Provider's company. **See attached form.**
- E. To define the healthcare delivery system through the establishment of, and adherence to, written policies, procedures, guidelines, and protocols thoroughly defined by the Provider to include workflow and processes aimed at the timely and cost-effective delivery of appropriate inmate healthcare services.
- F. To maintain an open and cooperative relationship with the OCDC staff and more specifically with the Major who oversees the inmate healthcare services.
- G. To maintain, on behalf of the inmates, a complete inmate health records system, which shall be accurate records of care, and to collect and analyze health statistics on a regular basis. It is to be understood that any and all patient records, currently existing and future, are the property of the OCDC.
- H. To commit Providers on-site staff, visiting staff of the Provider, or any contracted staff by the Provider, to adherence of existing OCDC policies and procedures.
- I. To operate the healthcare program in a humane manner with respect to the inmates right to basic healthcare services.

25.0 **Personnel Requirements**

The County of Onslow requires that Providers meet the following personnel requirements and qualifications. Failure to meet each of the requirements may result in disqualification or possible termination of contract.

- A. The Provider must be organized and existing for the primary purpose of providing healthcare services.
- B. The Provider must have experience in administering healthcare programs at a jail/prison facility comparable in size or larger or must be experienced in administering a clinic and/or practice with a patient base comparable (in size) to the inmate population of the OCDC.
- C. The Provider must demonstrate its ability to recruit, interview, hire, and provide training for both professionals and non-professional staff.
 - a. Provider shall have sufficient medical/clerical staff available to support the contract requirements.

- b. Provider shall have backup or temporary replacement staff for those personnel that fail to report for their scheduled shift. Replacement staff must meet qualifications and security requirements of this section.
 - c. The Provider's personnel shall comply with all security regulations and procedures.
 - d. The Provider will notify OCDC immediately upon discharging, removing or accepting the resignation of on-site personnel.
 - e. The Provider will notify OCDC promptly upon discharging, removing, or accepting the resignation of off-site personnel that have been working with OCDC staff.
- D. Health professionals, who are employed by the Provider on a full-time basis, or under contractual arrangement, shall comply with appropriate state and federal licensure, certification, or registration requirements. Verification of current credentials will be maintained on file at the OCDC.

Individuals shall not begin work until completed credentials verification report is on file with the Onslow County Purchasing Director. For initial employment and annual verification, copies of and primary verification of the following documents are required:

- a. Physician
 - North Carolina Medical Board license for the current year
 - Copies of Board Certification if applicable
 - Primary verification of DEA Certificate
 - Validation of current standing with the NC Medical Board
 - Proof of Liability Insurance
 - Copy of North Carolina Driver's License
 - b. Physician's Assistant
 - North Carolina Medical Board Statement of Approval
 - Validation of current standing with the NC Medical Board
 - Copies of Certification, if applicable
 - Proof of Liability Insurance
 - c. Nurse Practitioner/Registered Nurse/Licensed Practical Nurse
 - Copy of diploma from an accredited school of nursing
 - Verification of current licensure with the NC Board of Nursing
- E. Proof of malpractice insurance must be on file for all physicians, nurse practitioners, physician assistants, and any other employees, as applicable.
- F. All employees shall undergo a criminal background check, drug screening, and TB test prior to employment.
- G. Upon request, provide to the OCDC updated proof of licenses and/or certificates for all professional staff.
- H. Employees deemed objectionable to the County, the Sheriff, or the OCDC staff, shall have security clearances rescinded and, if not agreed otherwise, replaced by the Provider.
- I. Provider shall propose a weekly schedule for all positions that will cover the requirements needed for the inmate population. See attached "Proposed Weekly Schedule Form".

- J. The Provider will be required to reimburse or credit Onslow County for the actual salary and overhead expenses saved by the Provider for any staff positions that are not provided as required as part of the contract.
- K. Provider agrees that in the event the County, in its discretion, is dissatisfied with any of the individual subcontracted physicians or personnel provided under this contract, the County may give written notice to Provider of such fact and the reasons thereof, and if the problem cannot be resolved, Provider agrees to remove the individual about whom dissatisfaction has been expressed by the County and the Provider will make arrangements to cover that position until other appropriate personnel can be found.
- L. In the event Provider's personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of County, this shall be part of their service time pursuant to this agreement.

26.0 Scope of Services

The Provider shall be responsible for providing inmate healthcare services which meet or exceed all local, state, and federal standards and requirements to include, but not be limited to the North Carolina Jail Standards, the North Carolina Board of Nursing, the North Carolina Medical Board, the National Commission on Correctional Health Care (NCCCHC), American Correction Association (ACA) Standards and Expectations, and all applicable community standards of care.

Services will be provided 24 hours a day, seven (7) days per week with full staffing by licensed, certified, and professionally trained personnel.

At a minimum, the Provider will provide the following:

- Mandated and routine medical care for inmates;
- Provide diagnosis or referrals to health facilities for those inmates requiring more extensive treatment;
- Management of inmates with chronic illnesses or known communicable diseases or conditions;
- Administration, dispensing, control, security and storage of prescription and nonprescription medications;
- Address and prioritize medical emergencies;
- Non-emergent dental care;
- Maintenance and confidentiality of medical records;
- Privacy during medical examinations.

Contractor shall use the OCDC whenever possible and whenever appropriate in the performance of its duties under a contract. It is understood by the Provider that excessive and extended ER trips and hospitalizations are particularly burdensome upon the OCDC and pose a security risk for the general public and therefore should be avoided whenever possible. It is understood that it is expected that the Provider will work diligently with the OCDC to keep such incidents to a minimum.

Contractor shall identify the need, schedule, administer, and coordinate and pay for all non-emergency and emergency medical care rendered to inmates inside or outside the OCDC. Only during emergency situations, Provider shall administer emergency medical care at the OCDC to any employee or visitor of the facility who requires such care.

Policies and Procedures of the awarded Provider relating to medical care are generally to be established and implemented solely by the Provider consistent with applicable Onslow County Detention Center policies and procedures and the Jail Medical Plan. Policies and Procedures are subject to review and approval by the OCDC Chief Detention Officer.

Intake Process:

The OCDC will perform intake screenings immediately upon arrival of the inmate. Inmates must be medically cleared before they are sent to the general intake population.

Intake screenings will be recorded on a printed form by the OCDC and turned over the Provider. The Provider shall keep all Medical Screening History Reports in a locked cabinet. A sample of the intake forms are attached. See attached “ Jail Medical Screen History Report” and “NC Mental Health Screening”.

All new admissions/screening charts are to be reviewed by the Provider within 24 hours.

Each inmate shall be given a comprehensive health assessment, including a physical examination by contracted healthcare provider personnel within fourteen (14) days after admission to the OCDC.

The extent of the health appraisal, including the physical examination, is defined by the Provider; however, it shall include at a minimum:

- a. Review of intake screening forms;
- b. Collection of additional data regarding complete medical, dental, psychiatric, and immunization histories;
- c. Recording vital signs (height, weight, pulse, blood pressure, and temperature);
- d. Physical examination with comments about the mental and dental status.
- e. Additional lab work if directed by the Provider for a particular medical or health problem identified or suspected;
- f. The health assessment of females will also include inquiry about menstrual cycle and unusual bleeding, the current use of contraceptive medications, the presence of an IUD, breast masses, and nipple discharge, and possible pregnancy;

Review of physical examination and test results by a physician for problem identification must take place;

In addition to 24 hours a day emergency service coverage, the Provider must have a routine sick call procedure that allows inmates to communicate their health complaints each day. Provider shall be required to examine and treat any inmate in segregation/isolation or otherwise unable to attend sick call in the cell of said inmate. Should the need arise outside the scheduled sick call rounds, Provider will accommodate if the inmate is in need of medical services. Sick call is currently done by OCDC Secures Tablet System.

There is a \$20 copay for non-emergency sick calls and a \$10.00 copay for prescriptions.

History of Inmate Population

	Total Bookings	Avg Length of Stay	Population Male/Female/Total
2023	5314	41 days	Approx. 305/53/358
2022	5081	36 days	Approx. 289/38/327
2021	5416	28 days	Approx. 283/28/311
2020	5097	12 days	Approx. 269/31/300
2019	6571	10 days	Approx. 350/85/435

The average daily number of detox patients is 8

The average daily number of behavioral management inmates is 15 (segregated for punitive violations)

The average daily number of suicide watches is 4.

Housing of Inmates from Other Counties

Due to overpopulated jails within the State, the County currently houses, on an average, 25 inmates from other counties. Currently, if an inmate from another county needs non-emergent medical treatment, the inmate is transferred back to that jurisdiction; however, if that County is under contract with the same healthcare management provider, the Provider will treat the inmate in the OCDC but the Provider will invoice the other county for the services rendered. Should an inmate from another county need emergency medical treatment, the other County pays for treatment of their inmate. The Onslow County Detention Center (OCDC) does not house any federal inmates.

Housing of Inmates from the State – SMCP Program

The statewide Misdemeanant Confinement Program (SMCP) manages the housing, transportation, and medical expenses of state inmates convicted of a misdemeanor crime, including DWI, and sentenced to more than 90 days to be served in county jails. Currently, the OCDC houses approximately 35 inmates under the State Misdemeanant Confinement Program (SMCP). Inmates under this program that are housed within the OCDC will be provided medical care by the Provider under this contract.

Invoices for outside medical treatment will be billed directly to the State SMCP program by the outside medical provider.

Inmates Being Treated Outside the OCDC

Healthcare services are intended only for those inmates in the actual physical custody of the OCDC. This shall not include inmates under guard in hospitals or sent to the NC Department of Corrections for safekeeping. Inmates being held and treated outside the OCDC will not be included in the daily population count. Once the inmate is returned to the OCDC, the inmate will be included in the daily population count.

Clinical Supplies

The Provider will be responsible for supplying all medical and office supplies needed to perform the services.

Pregnant Females

Treatment for pregnant inmates will be provided by the Onslow County Health Department. The Health Department will do all necessary screenings, ultrasounds, and other necessary prenatal treatments.

The Provider will provide prenatal vitamins daily.

Should the pregnant inmate have addiction issues, the inmate should be referred to safekeeping. Inmates sent to safekeeping should not be counted in the Provider's daily count since the inmates are not on-site and the Provider is not responsible for providing treatment.

When an inmate goes into labor, the Provider shall notify the OCDC staff. The OCDC will transport the pregnant inmate to Onslow Memorial Hospital for delivery.

The Provider shall not be responsible for medical costs associated with the medical care of any infants born to inmates. The Provider shall provide healthcare services to pregnant inmates, but healthcare services provided to an infant following birth will not be the responsibility of the OCDC or the Provider.

Court Ordered Tests

The Provider will not be responsible for any medical testing or obtaining samples which are required by the Courts or forensic in nature.

DUI Blood Draws

The Provider will be responsible for conducting DUI blood draws for County when County EMS is unavailable to provide service. If subpoenaed, the Provider will be required to appear in Court on case(s) for conducting the DUI blood draw(s).

Dental Services

The Provider will only perform non-emergent dental care such as oral screenings. All extractions and other emergency dental services needed shall be referred to an outside dentist or oral surgeon. Dental Emergencies include chipped, broken, loose, or knocked out teeth, lost filling, or crown, loose or broken braces, wires, brackets or bands and abscesses. Cleanings will not be covered under this contract. Outside dental services will be deducted from the negotiated cost pool amount.

Mental Health Services

Mental health services and evaluations are currently provided by the OCDC under a separate contract. The Provider will need to work cooperatively with the county's independent contractor for these services but will not be responsible for providing mental health services; The Provider will be required to administer psychotropic medications when prescribed by the psychiatrist.

Chemical Dependency/Medical Detoxification

Depending on the severity of addiction, Provider will be responsible for drug and/or alcohol addicted inmates. Inmates with severe addiction may be sent to safekeeping for detoxification. Provider will monitor/observe inmates with chemical dependencies in accordance with the Jail

Medical Plan. Provider will not be responsible for any costs associated with inmates in safekeeping. The County will pay for these services directly.

Medication Assistant Treatment (MAT)

The County has a Medication Assistant Treatment (MAT) program. Currently the MAT program is being funded through a Federal Grant for opioid and alcohol users. Provider will support the MAT program by prescribing and administering prescribed medication(s) to opioid and alcohol users, follow all ADA requirements and State and Federal regulations. Provider will be responsible for the referral process of inmates into the program abiding by protocols set forth by OCDC. Provider will conduct screening of inmates in program to ensure necessary drug testing, health/behavioral needs assessments are completed to determine the appropriate dosing of medication for each inmate under the program. Prescriptions will be paid by Federal Grant and once Federal Grant has ended Provider will be responsible for the cost of prescriptions. Provider will work with OCDC to ensure each inmate enrolled in the program receive necessary case management services.

Pharmacy Operations

The pharmacy is located within the healthcare clinic area of the OCDC and pharmacy operations are consistent with state requirements. The pharmacy shall carry **generic** brands of commonly needed over-the-counter medications and prescriptions. All other medications needed will be ordered (patient-specific) by the Provider. When possible, Provider shall utilize generic brands of medications/prescriptions.

The Provider shall be responsible for the cost of all drugs/medications ordered and prescribed that is necessary for the treatment of inmate's care. The cost associated for the purchase of medications will be deducted from the negotiated cost pool amount.

The Provider shall provide oversight of the pharmacy operation to include, but not limited to, ordering, receiving, inventory, dispensing/administering, and detailed record keeping. Provider shall have the ability to provide same day or next day services on prescriptions, if medically necessary for an inmate's care.

All pharmaceuticals, syringes, needles, and surgical instruments will be stored under security conditions acceptable to the OCDC and NC Board of Pharmacy regulations.

All medications, whether over the counter or prescribed, shall be dispensed as ordered, and administered by a licensed nurse in accordance with NC Board of Pharmacy regulations. Under no circumstances will any narcotics be given to inmates.

Psychotropic medications such as anti-psychotic, antidepressants, and drugs requiring parental administration shall be prescribed by a physician or authorized health provider and only following a physical examination of the inmate by a qualified health professional. Involuntary administration of psychotropic medications shall be in compliance with applicable State laws.

Inmates placed on medication shall be evaluated for signs of toxicity. Blood pressure and heart rate shall be regularly checked, and drug levels monitored where appropriate with documentation of this information to be placed routinely in the inmate's medical record.

The Provider shall ensure that the recording of the administering of medications is done in a manner and on a form approved by the appropriate healthcare authority to include documentation that the inmates are receiving and ingesting their prescribed medications. Documentation shall also be required when an inmate's ordered medication was not administered, and the reason given.

Telemedic Services:

Telemed/Teledoc is not currently being used for routine inmate medical concerns; however, the County does utilize a type of Teledoc system for psychiatric evaluations. Psychiatric services are not the responsibility of the Provider.

Outside Medical Services

Provider shall identify the need, schedule, and coordinate transportation for any inpatient or outpatient specialty services, procedures, emergency care, or hospitalization of any inmate of the OCDC. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and payment to the local ambulance organization for the services provided. The Provider will make payment to the ambulatory service and the cost (without markup) be billed back to the County through the cost pool.

Under the current contract, when an inmate is transported to the hospital for required medical treatment, the Hospital invoices the Provider. The Provider deducts the invoice (without markup) from the established cost pool. All expenses above the negotiated cost pool amount or shared cost pool amount are reimbursed to the Provider at 100% by the County.

The Provider will be responsible for regular communications with outside healthcare facilities to coordinate the referral of inmates requiring specialized care that is not available on-site. Provider will review and follow up on all emergency room episodes and hospital admittances within 24 hours.

The Medical Provider/Physician must consult and approve all outside medical treatment. When outside medical services are required and the inmate is to be transported to the hospital, the Provider will be required to access the inmates medical records and send a copy of all medical records to the hospital at the time of transport. In addition, the Provider must make contact with ER doctor prior to arrival and inform the doctor of the inmate's specific complaint and the reason for outside medical services. All outside medical treatment will be documented in the inmate's medical record, along with services rendered.

Orthopedic Brace and Supplies:

The Provider will be responsible for all costs related to an inmate needing orthopedic braces or supplies.

Dialysis

Dialysis services will not be provided by the Provider. Depending on the inmate's medical condition, the inmate may be sent to the Department of Corrections for safekeeping. There may be times when the County will transport the inmate locally for treatment. This expense will not be included in the cost pool amount. The County will pay the dialysis center directly.

X-Rays

When necessary, X-rays will be provided on-site by the Provider using a portable or mobile X-ray machine that will be provided by the Provider. These services will be paid for through the cost pool.

Stitches

In an effort to reduce outside medical cost, the Provider will be required to provide stitches for minor injuries. These services will be covered under the base compensation fee of the contract.

Lab Services

The Provider shall identify the need, schedule, coordinate, administer, and pay for all necessary diagnostics examinations.

Provider will perform necessary labs such as, but not limited, A1C, CBC, lipid, liver, pregnancy, HIV. The costs associated with drawing the bloodwork and testing will be part of the base compensation fee of the contract.

The Provider shall provide the necessary follow-up for health problems identified by any screening tests or laboratory tests. This would include safekeeping, hospitalization, appropriate monitoring and prescription of appropriate medications, and consultations with specialty physicians, if necessary.

Medical Transports:

Medical transports are costly in the fact that they involve a large amount of detention officers' time. Decreasing the number of trips has the potential to save money. Efficient management and avoiding unnecessary referrals are ways to control the number of transports. Providers are encouraged to be suggest cost saving methods that could enable more inhouse services and less outside medical services.

When routine off-site medical treatment is needed, the Provider shall coordinate transportation needs with the OCDC staff. Advanced written notice of appointment scheduling is required for coordinating with OCDC staff. An off-site medical appointment roster shall be required. Routine, non-emergent transfers will be provided by the OCDC officers in deputy/jail vehicles.

In emergency circumstances, the Provider will contact OCDC staff to coordinate and arrange for emergency ambulatory transportation of the inmate to the closest hospital facility that can treat the emergency, per the Medical Plan. The Provider will also notify OCDC staff prior to the emergency transport and document/record the emergency transfer on a written log. The Provider will be financially responsible for cost of ambulance transportation to the ambulatory service or County EMS. Invoices, without any markup, will be deducted through the cost pool amount.

Medical Waste

The Provider will be responsible for providing a method to properly dispose contaminated and/or regulated medical waste including needles, syringes, and other materials used in the treatment of inmates. The cost of such service will be included in the Provider's proposal.

Elective Medical Care

The Provider will not be responsible for providing elective medical care to inmates. For purposes of the Agreement, “elective medical care” means medical care which, if not provided, would not, in the opinion of Provider’s Medical Director, cause the inmate’s health to deteriorate or cause definite harm to the inmate’s well-being.

Grievance System

A viable inmate grievance system must be provided by the Provider consistent with applicable standards. In addition, the Provider must collect such information as the Chief Detention Officer deems appropriate and supply such information on a schedule required by the OCDC staff.

27.0 Administrative and Reporting Requirements:

The Provider shall provide:

1. A designated licensed practicing physician (Medical Director) to assure the appropriateness and adequacy of inmate healthcare and to provide direct medical treatment to inmates.
2. A health services administrator to:
 - a) Plan, organize, and coordinate professional and technical medical staff;
 - b) Maintain a comprehensive medical record keeping system;
 - c) Maintain financial accountability to the Contract Administrator; and
 - d) Respond to complaints from the Contract Administrator and the Sheriff directed at medical services provided.
3. Well-defined operational policies and procedures to include, at a minimum, those required by; National Commission on Correctional Health Care, North Carolina Department of Health and Human Services Division of Facility Services (standards for jails) and in concert with the Onslow County Sheriff’s Office policies and procedures for service delivery. OCDC shall develop the policies and procedures necessary to specify the role of medical services and to provide a liaison between the medical and security staff. During the term of the contract, the Provider shall comply with, and assist in updating, the Jail Medical Plan on an annual basis as required by the North Carolina General Statutes and North Carolina Jail standards.
4. Provide documentation of healthcare staff roles in the facilities’ disaster plans. The Provider shall, in times of emergency or threat thereof, whether accidental, natural or caused by man, provide medical assistance to all Sheriff’s personnel and any other occupants of the building at the time of the disaster.
5. A comprehensive weekly, monthly, and annual statistical report forwarded to the Contract Administrator and the Sheriff in accordance with the American Medical Association Standards and requests of the Contract Administrator and OCDC. Monthly narrative reports shall be submitted on the fifth (5) calendar day of each month to the Contract Administrator, with data reflecting the previous month’s workload, to include:
 - a. Deaths
 - b. Suicide data (i.e. attempts and precautions taken);
 - c. Safekeeping admissions;
 - d. Ambulance transports In and Out;
 - e. Transfers to off-site hospital emergency departments;

- f. Off-site hospital admissions;
 - g. Off-site ambulatory procedures
 - h. Report of status of inmates in local hospitals and medical observation area/infirmarv
 - i. Inmates seen by the physician
 - j. Medical observation area/Infirmarv admissions, patient days, average length of stay;
 - k. Medical specialty consultation referrals
 - l. Inmates seen at sick call;
 - m. Inmates requests for various services (screened);
 - n. Inmates sent to a mental health professional
 - o. Inmates sent to a dentist;
 - p. Diagnostic studies;
 - q. Communicable disease reporting;
 - r. Staffing;
 - s. Report of third-party reimbursement, pursuit and recovery, if applicable
 - t. Summary of completed medical incident report;
 - u. Summary of completed medical grievance report
 - v. Hours worked by contracted Medical staff
6. Advise OCDC staff of any potential situation which could place inmates and staff in jeopardy.
 7. Provider shall meet periodically (at least quarterly) with the OCDC Chief Detention Officer and his staff to discuss the concerns of the healthcare services and any potential issues. Provider shall express concerns about any existing health-related procedures within the facility and propose changes for improvement to services and to propose more cost-effective ways to perform the services.
 8. **Training by Provider for OCDC Staff.** Provider will work with the OCDC staff to provide educational materials and instructions on medical issues including, but not limited to, responses to an emergency or disaster conditions, signs and symptoms of mental illness, alcohol and drug withdrawal, chronic illness such as diabetes or epilepsy, transmission of HIV and other communicable diseases. OCDC employees may be included in any in-service offerings which are available to the medical staff.
 9. **Medical Records.** Provider shall maintain complete, accurate, and confidential medical and dental records separate from the OCDC confinement records of the inmate in compliance with all federal and state laws and regulations. The Provider will undertake appropriate procedures to safeguard confidential information. Confidential records shall be stored in a locked filing cabinet. In any criminal or civil litigation where the physical condition of an inmate is at issue, or where medical care is at issue, Provider shall provide the County Chief Detention Officer or his designee with access to such records, and upon request, provide copies as authorized by law.

28. **Facility Standards**

Equipment

The Provider will be responsible for supplying and maintaining all medical supplies necessary to perform the services required under this RFP. The County will provide an EKG machine and other smaller equipment.

Pre-Contract Inventory

The County will provide to Provider control of all County medical and office equipment and supplies in place at the facility medical unit. At the termination of this or any subsequent Agreement, Provider will return to the County all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the OCDC's healthcare unit prior to the commencement of services.

Maintenance and Repairs

The County will provide all maintenance and repairs to the building in areas assigned to Provider, including necessary painting, maintenance of water, steam, refrigeration, sewer, electrical lines, ventilation, air conditioning, lighting, heating, ductwork, floor, and floor covering, walls and ceiling; provided however, that the Provider shall bear the expense of repairs necessary because of the negligence of Provider or its employees.

The OCDC will provide pest control, and housekeeping service. However, the Provider will provide sanitation and sterilization of all medical equipment, clinical supplies, and non-disposable supplies within the clinical/medical area.

Utilities

The County will provide all necessary utilities in order for the Provider to perform the services to include, water, electric, phone, and internet.

Inspection of OCDC facility

As part of the RFP process, it is recommended, but not required, that the Provider inspect the facility and medical office space to ensure that that such space and facilities are sufficient for the Provider to perform all of the services and obligations required.

Security

The primary responsibility for inmate custody and security within the facility rests with the staff of the OCDC. The Provider shall have primary responsibility in all matters pertaining to medical, non-emergent dental treatment, and healthcare of inmates. Everyone who works in the facility has a responsibility for security. The Provider shall be responsible for security of all material and equipment in Provider's clinical/work area which is in the hands of an inmate that would be considered contraband and could present a danger to staff, inmates, or himself. On matters of mutual concern, OCDC's staff shall support, assist, and cooperate with the Provider, and the Provider shall support, assist and cooperate with the OCDC staff whose decision in non-medical matters and matters involving safety of staff, inmates, and security of the facility shall be final.

Food, Linens, and other Services

The County will provide daily housekeeping services, dietary services, personal hygiene supplies, and linen supplies for each inmate receiving healthcare services.

29. Behavior of Provider's Personnel

The County is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment.

All Providers performing work/services at the OCDC shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including, but not limited to race, religion, color, sex, or national origin, or disabilities. Such harassment is unacceptable and will not be condoned in any form.

If such conduct occurs, the Provider will take all necessary steps to stop it and prevent its future occurrence, including but not limited to the immediate dismissal of personnel. This policy shall be strictly enforced.

30. Provider Compensation

Base Compensation: The County shall pay to the Provider the annual base amount in twelve (12) equal monthly installments. Provider shall invoice the County within thirty (30) days prior to the month in which services are to be provided. In the event the contract should commence or terminate on a date other than the first or last day of any calendar month, compensation to Provider will be prorated accordingly for the shortened month. Provider shall propose a base compensation fee for the first year of the contract based on an inmate population of 420. Provider shall propose a base compensation fee for the second year of the contract based on an inmate population of 450. Provider shall propose a base compensation fee for the third year of the contract based on an inmate population of 475.

Increases in Inmate Population: If at any time during the contract term the monthly average daily inmate population exceeds the inmate population for that period of the term of the contract, the County shall pay per diem, per inmate per day for that month. Provider shall state on the Proposal form the per diem, per inmate per day amount for each year of the contract.

Per Diem Calculations: A copy of the OCDC daily population report will be provided to the Provider each day. At the end of the month, the sum of the daily population divided by the days in that month will determine the daily inmate population.

If the daily average inmate population exceeds the stated contract daily inmate population, the excess inmate population will be multiplied by the per diem and then multiplied by the number of days in the month. The additional compensation for the overage will be payable following the month of the occurrence upon submission of a separate invoice by Provider and verification by County.

Inmates that have been transferred to safekeeping and inmates being hospitalized for extended periods of times will not be included in the daily count and included in the per diem calculation.

Third Party Reimbursement: Although the County is unaware of any eligible third-party reimbursements, the awarded Provider may seek reimbursement for services under the contract from any available third party. In the event that any medical services provided to any inmate are payable by any third party source(s) to include, but not limited to, workers compensation, insurance, commercial medical insurance, Medicare, federal, state, or local healthcare benefits or programs, Provider, or any of its subcontractors, hospitals, physicians or other medical service providers, acting individually or on behalf of the Provider, should endeavor to collect

reimbursement or obtain credit from such entity, contracts, or other third party sources in an effort to reduce the cost pool amount. Note: Healthcare services will be provided to inmates with Medicaid insurance. Medicaid does not reimburse for healthcare provided to incarcerated inmates.

Current Contract:

Currently, the county pays a base rate of \$60,187.41 per month (\$722,248.92 annually). The per diem rate is \$1.00 per inmate greater than 400 for the daily population count. The annual cost pool amount is \$125,000.

In addition, currently there is one (1) RN and (4) LPNs assigned to this contract that cover 24 hours a day, 7 days a week. The hours of the day that typically require more staffing are 7AM – 7 PM.

PROPOSAL FORM – Page 1 of 2

To the County of Onslow, North Carolina:

I have carefully examined the Request for Proposal and any other documents, to include addenda, accompanying or make a part of this Request for Proposal to perform the necessary services.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Healthcare Provider as its act and deed and that the Healthcare Provider is ready, willing, and able to perform if awarded the contract.

I hereby acknowledge receipt of any Addenda issued by County. It is the responsibility of the Proposer to ensure that all addenda has been received.

Addenda No. _____ dated _____
Addenda No. _____ dated _____

Company Name: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

Email: _____

Authorized Signature: _____ Date: _____

Printed Name: _____

PROPOSAL FORM – Page 2 of 2

Cost

Please use the form below or attach and clearly outline with sufficient detail the costs for the required services on an annual basis.

Option 1:

	Base Compensation Monthly/Annual	Per Diem per Inmate on Overage of Base Inmate Population	Annual outside cost pool limit amount
First Year July 1, 2024 - June 30, 2025 (Base Inmate Population 375)	\$ _____ Month \$ _____ Annual	\$	Up to \$125,000 \$125-\$250K – \$250K+ (See Below)
Second Year July 1, 2025 – June 30, 2026 (Base Inmate Population 400)	\$ _____ Month \$ _____ Annual	\$	Up to \$125,000 \$125-\$250K – \$250K+ (See Below)
Third Year July 1, 2026 – June 30, 2027 (Base Inmate Population 425)	\$ _____ Month \$ _____ Annual	\$	Up to \$125,000 \$125-\$250K – \$250K+ (See Below)

Annual Cost Pool (July 1 – June 30): Charges for outside medical services that are not covered within the Base Compensation shall not be marked up. Actual billing amounts, without markup, will be deducted from cost pool amount.

Exceptions to the cost pool: Mental Health Services and Dialysis. All other services will be included in the cost pool.

Annual Cost Pool Limitations:

\$0 up to \$125,000: All inmate charges between these amounts are included in the county's base fees and are not chargeable back to the County.

\$125,000 up to \$250,000: All inmate charges between these amounts will be a 50/50 shared cost County 50%; Provider 50%

\$250,000+: All inmate charges over this amount are 100% responsibility of the County

Years 4 and 5: Annual Cost Pool Limitations will remain the same.

Price Adjustment

With the written concurrence of Onslow County, pricing may be negotiated for any one-year extension of the contract after years 1-3. Price adjustments will be correlated with the Consumer Price Index for Medical Care published by the Bureau Labor Statistics (BLS), Washington, D.C. After the initial three-year contract term, the rate may be adjusted by the latest announced change in the CPI-U for the prior 12-month period, limited to a maximum of 3% increase per contract extension.

Option 2: No Cost Pool.

All outside medical services are provided in the Base Compensation with the exception of Mental Health Services and Dialysis. The County will be responsible for mental health services and dialysis.

	Base Compensation Monthly/Annual	Per Diem per Inmate on Overage of Base Inmate Population	Annual outside cost pool limit amount
First Year July 1, 2024 - June 30, 2025 (Base Inmate Population 375)	\$ <u> </u> Month \$ Annual	\$	Included – No Cost Pool
Second Year July 1, 2025 – June 30, 2026 (Base Inmate Population 400)	\$ <u> </u> Month \$ Annual	\$	Included – No Cost Pool
Third Year July 1, 2026 – June 30, 2027 (Base Inmate Population 425)	\$ <u> </u> Month \$ Annual	\$	Included – No Cost Pool

***Outside Medical Expenses for previous years provided upon request.**

Proposed Weekly Schedule Forms

Proposed Weekly Schedule

Employee	Sunday		Monday		Tuesday		Wednesday		Thursday		Fr day		Saturday		Total
	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	Shift	Hours	
Registered Nurse															0
LPN															0
Certified Nurse Asst															0
Medical Asst															0
															0
															0
															0
Total		0		0		0		0		0		0		0	

User:

ONslow COUNTY SHERIFF'S OFFICE

Jail Medical Screen History Report (Sample)

Inmate: _____ Race: _____ Sex: _____ DOB: _____ SSN: _____

Booking # _____ Booking Officer: _____ Date/Time: _____

Screening Officer: _____ Date: _____

Reviewed by (Nurse): _____ Date: _____

Q.# Question

Answer Notes

Provide a copy of the form to the inmate. Have them answer while you record their answers.

1. Are you in pain or bleeding at this time?
2. Are you suffering withdrawal from drugs or alcohol?
3. Are you under the influence of drugs or alcohol at this time?
4. Are you currently taking any medications?
5. Do you wear corrective lenses (glasses or contacts)?
6. Do you require a special diet that has been prescribed by a Doctor?
7. Do you have any of these problems: Asthma, Heart Problems, Hypertension?
8. Do you have any of these problems: Diabetes, Epilepsy, Hepatitis?
9. Do you have any of these problems: Respiratory Distress, Tuberculosis?
10. Do you have any of these problems: AIDS, itching or rashes, hemophilia?
11. Does the inmate display: slurred speech, restlessness, or unusual pupil size?
12. What is your sexual orientation?
13. Are you Transgender?
14. Do you have any mental health problems?
15. Do you have any sexual or communicable diseases?
16. Are you pregnant or having gynecological problems?
17. Have you had any recent injuries or hospitalization?
18. Have you ever tried to hurt yourself? If yes, what method was attempted and when?
19. Are you suicidal at this time?
20. Do you have any allergies?
21. Do you have any other medical problems that we have not covered?
22. If you have Health Insurance, who is your provider?
23. Have you, family or friends traveled outside the United States in the last three (3) months?
24. If yes, after returning to the U.S. from those travels, have you felt ill in any way?

User:

ONslow COUNTY SHERIFF'S OFFICE

Jail Medical Screen History Report (Sample)

Inmate: _____ Race: _____ Sex: _____ DOB: _____ SSN: _____

Booking # _____ Booking Officer: _____ Date/Time: _____

Screening Officer: _____ Date: _____

Reviewed by (Nurse): _____ Date: _____

Q.# Question

Answer Notes

Provide a copy of the form to the inmate. Have them answer while you record their answers.

25. I understand medications WILL NOT BE GIVEN until I am seen by the Nurse and medications will be passed in the morning and evening. I understand that I will have to verbally accept or reject those medications on each med pass.
26. READ TO INMATE: By signing this "Signature" block below, I understand that I there will be a \$20 co-pay for all non-emergent visits to Medical and a \$10 co-pay for all medications that may be issued by Medical for all non-emergent medications purchased in the Detention Center. Your initial physical by Medical will not be charged to you.
27. SHOW and READ TO INMATE: By signing below, you authorize the Sheriff and his employees to debit from your account any expenses incurred while in the Onslow County Detention Center. Specifically, but not limited to, those expenses incurred in accordance with NCGS 153A-225(a).

Signature of Classification Officer

Signature of Inmate

Total "YES" Answers: _____

Total "NO" Answers: _____

Total "Refuse" Answers: _____

User: _____

ONSLOW COUNTY SHERIFF'S OFFICE

NC Mental Health Screening (Sample)

Inmate: _____ Race: _____ Sex: _____ DOB: _____ SSN: _____

Booking # _____ Booking Officer: _____ Date/Time: _____

Screening Officer: _____ Date: _____

Reviewed by (Nurse): _____ Date: _____

Q.# Question

Answer Notes

1. Do you currently believe that someone can control your mind by putting thoughts into or taking thoughts out of your mind?
2. Do you currently feel that other people know YOUR thoughts and can read your mind?
3. Have you lost or gained as much as two pounds a week for several weeks without even trying?
4. Have you or your family or friends noticed that you are currently much more active than you usually are?
5. Do you currently feel like you have to talk or move more slowly than you usually do?
6. Have there currently been a few weeks when you felt useless or sinful?
7. Are you currently taking any medication prescribed to you by a physician for any emotional or mental health problems?
8. Have you EVER been in a hospital for emotional or mental health problems?
9. FOR OFFICE USE ONLY: Were you able to complete the questionnaire?
10. If you were unable to complete the questionnaire, what was the reason?
(Examples: language barrier, uncooperative difficulty understanding Questions, under the influence of)
11. I understand the questions and have answered them to the best of my knowledge.

Signature _____

Date: _____

Referral Instructions for MALES:

This detainee should be referred for further mental health evaluation, if he answered:

- YES to Item 7; OR
- YES to Item 8; OR
- YES to at least 2 of the items 1-6; OR
- If you feel necessary for any other reasons

☐ Not Referred

☐ Referred on ____/____/____ to _____

Referral Instructions for FEMALES:

Referred for further Mental Health Evaluation if the Detainee answered:

- YES to 5 or more items; OR
- If you feel necessary for any other reasons

____ URGENT Referral ____/____/____ to _____

____ ROUTINE Referral ____/____/____ to _____

____ Not Referred

Signature of Person Completing Screen: _____

REFERENCES

Provide, at a minimum, three (3) references in which your company has performed these services, preferably with government entities within North Carolina.

Agency/Company Name: _____
Street Address: _____
City, State and Zip Code: _____
Contact Name: _____
Contact Phone Number: _____
Date Service Provided: _____

Agency/Company Name: _____
Street Address: _____
City, State and Zip Code: _____
Contact Name: _____
Contact Phone Number: _____
Date Service Provided: _____

Agency/Company Name: _____
Street Address: _____
City, State and Zip Code: _____
Contact Name: _____
Contact Phone Number: _____
Date Service Provided: _____

Agency/Company Name: _____
Street Address: _____
City, State and Zip Code: _____
Contact Name: _____
Contact Phone Number: _____
Date Service Provided: _____

NON-COLLUSION AFFIDAVIT

State of North Carolina

County of Onslow

Proposal Request No. 006-24

_____(name of individual), being first duly sworn, deposes
and says that:

1. He/She is the _____ (title) of _____
(company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all
pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or
agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham
proposal in connection with the contract for which the attached proposal has been submitted or to refrain
from proposing in connection with such contract, or has in any manner, directly or indirectly sought by
agreement or collusion of communication or conference with any other proposer, firm or person to fix the
price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost
element of the proposal price of the proposal of any other proposer or to secure through collusion,
conspiracy, connivance or unlawful agreement any advantage against the County of Onslow or any
person interested in the proposed contract; and
5. The fees provided in the attached proposal are fair and proper and are not tainted by any collusion,
conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

Signature

Seal
if Corporation

Title

Date: _____

This form must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME,

This _____ day of _____, 20____

Notary Public _____

My Commission Expires: _____

EXCEPTIONS TO THE PROPOSAL AND SAMPLE SERVICE CONTRACT

Please list here all exceptions to the Inmate Health Services Proposal, Proposal No. 006-24 and the Sample Service Contract. Failure to do so may result in disqualification of the proposal. Any RFP clauses to which the Medical Provider does not take exception will assume to be agreed upon by the Medical Provider. For any exception, please reference with the appropriate page/section number.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

CLAIMS

Please list here all claims and/or complaints that have been filed with the NC Medical Board against the Medical Provider(s) providing this proposal. Include date/year claim was filed, action taken, and status of claim. If no claims have been filed, please acknowledge this form by putting N/A below.

Please list here all insurance claims and lawsuits filed within the last seven years against the Provider that would be providing the Services under this contract should the contract be awarded to your company. Include date/year claim was filed, and status of claim. If no insurance claims or lawsuits have been filed, please acknowledge below by putting "N/A ".

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned applicant certifies to the best of his or her knowledge and belief, that the applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name: _____

Address: _____

City/State/Zip: _____

Signature: _____

(Seal if Corporation)

Title: _____

Date: _____

SAMPLE ONLY

**NORTH CAROLINA
ONslow COUNTY**

INMATE HEALTHCARE SERVICES PROFESSIONAL SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the ____ day of _____, 2024, by and between the **COUNTY of ONslow**, a political subdivision of the State of North Carolina, (hereinafter referred to as "COUNTY"), and _____, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "MEDICAL PROVIDER").

WHEREAS, the COUNTY provides for Inmate Healthcare Services to inmates being detained at the Onslow County Detention Center; and

WHEREAS, the COUNTY desires to obtain the services of a properly licensed healthcare provider to provide inmate healthcare services to the inmates; and

WHEREAS, the MEDICAL PROVIDER desires to provide inmate healthcare services at the Onslow County Detention Center under the supervision of a licensed physician.

NOW, THEREFORE, in consideration of mutual premises, promises, and conditions contained herein, and as hereinafter set forth, the parties agree as follows:

- 1. SCOPE OF SERVICES.** MEDICAL PROVIDER CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" (hereinafter referred to as "Services") and "Attachment 2" (hereinafter referred to as "Federal Contracting Requirements"). Attachments 1 and 2 are hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
- 2. TERM OF CONTRACT.** The Term of this Contract for Services is from July 1, 2024 to June 30, 2025 unless sooner terminated as provided herein. Provided neither party is in default under the terms hereof, this Contract may be extended on an annual basis upon written mutual agreement of both parties. Notice of intent not to renew for an extended term shall be given at least ninety (90) days prior to the end of the then current term.
- 3. PAYMENT TO MEDICAL PROVIDER.** MEDICAL PROVIDER shall receive from COUNTY an amount not to exceed _____ \$(_____) per fiscal year as compensation for the annual base amount for the provision of Services. COUNTY agrees to pay MEDICAL PROVIDER in twelve (12) equal monthly installments of \$ _____ for the base fee.

MEDICAL PROVIDER shall submit an itemized invoice to COUNTY. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be made within 30 days from date of invoice.

If the daily average inmate population exceeds the stated contract daily inmate population, the excess inmate population will be multiplied by the number of days in the month. The additional

compensation for the overage will be payable following the month of occurrence upon submission of a separate invoice by Provider and verification of the County.

4. **INDEPENDENT PROVIDER.** COUNTY and MEDICAL PROVIDER agree that MEDICAL PROVIDER is an independent MEDICAL PROVIDER and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of MEDICAL PROVIDER's duties under this Contract. Accordingly, MEDICAL PROVIDER shall be responsible for payment of all Federal, State and local taxes as well as business license fees arising out of MEDICAL PROVIDER's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State income, social security and unemployment insurance taxes.

MEDICAL PROVIDER, as an independent Provider, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by MEDICAL PROVIDER to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.
6. **CONFIDENTIALITY:** All data and information, both written and verbal, furnished to MEDICAL PROVIDER by COUNTY shall be regarded as confidential, shall remain the sole property of COUNTY and shall be held in confidence and safekeeping by MEDICAL PROVIDER for the sole use of the parties and MEDICAL PROVIDER under the terms of this Agreement. MEDICAL PROVIDER agrees that its officers, employees and agents will not disclose to any person, firm or entity other than COUNTY or County's designated legal counsel, accountants, human resources director, workers' compensation third party administrator or practice management consultants any information about COUNTY, its practice or billing, or any of the patients of COUNTY. MEDICAL PROVIDER agrees to carry out its obligations to COUNTY in compliance with the privacy and security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), as amended.
7. **COUNTY'S SATISFACTION WITH HEALTHCARE PERSONNEL.** If COUNTY becomes dissatisfied with any healthcare personnel provided by MEDICAL PROVIDER hereunder, MEDICAL PROVIDER, in recognition of the sensitive nature of services, shall, following receipt of written notice from COUNTY of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to COUNTY, MEDICAL PROVIDER shall remove or shall cause any independent provider, subcontractor, or assignee to remove the individual about whom COUNTY has expressed dissatisfaction. Should removal of an individual become necessary, MEDICAL PROVIDER will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of MEDICAL PROVIDER.
8. **TITLE VI:** All activities under this Contract will be conducted in accordance with Title VI, Civil Rights Act of 1964, and section 504 of the Rehabilitation Act of 1973.
9. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, MEDICAL PROVIDER shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and

costs related to court action, mediation or arbitration) arising out of or resulting from MEDICAL PROVIDER's performance of this Contract or the actions of the MEDICAL PROVIDER or its officials, employees, or MEDICAL PROVIDERs under this Contract or under contracts entered into by the MEDICAL PROVIDER in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, MEDICAL PROVIDER shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, MEDICAL PROVIDER shall maintain, at its expense, the following minimum insurance coverage:

\$3,000,000 per occurrence/\$5,000,000 aggregate – Medical Malpractice and/or Professional Liability if MEDICAL PROVIDER insures all MEDICAL PROVIDER's staff in a single policy. This insurance requirement will also be satisfied if the MEDICAL PROVIDER insures MEDICAL PROVIDER's staff separately, and the coverage is at least \$1,000,000 per occurrence/\$3,000,000 aggregate.

- \$1,000,000 per occurrence /\$3,000,000 aggregate --- Bodily Injury Liability, and \$100,000 --- Property Damage Liability, or
- \$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

MEDICAL PROVIDER, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the MEDICAL PROVIDER. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The MEDICAL PROVIDER shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the MEDICAL PROVIDER shall not be interpreted as limiting the MEDICAL PROVIDER's liability and obligations under the Contract.

- 10. HEALTH AND SAFETY.** MEDICAL PROVIDER shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
- 11. NON-DISCRIMINATION.** MEDICAL PROVIDER shall not discriminate because of age, sex, race, creed, national origin, or disability. In the event, MEDICAL PROVIDER is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State, or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and MEDICAL PROVIDER may be declared ineligible for further COUNTY contracts.
- 12. GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Onslow and the State of North Carolina.

- 13. TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon ninety (90) days written notice to the other party. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

- 14. SUCCESSORS AND ASSIGNS.** MEDICAL PROVIDER shall not assign its interest in this Contract without the written consent of COUNTY. MEDICAL PROVIDER has no authority to enter into contracts on behalf of COUNTY.

- 15. E-VERIFY.** As a condition of payment for services rendered under this agreement, MEDICAL PROVIDER shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if MEDICAL PROVIDER provides the services to the County utilizing a subcontractor or assignee, MEDICAL PROVIDER shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. MEDICAL PROVIDER shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

- 16. IRAN DIVESTMENT ACT.** MEDICAL PROVIDER complies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or MEDICAL PROVIDER to monitor compliance with this restriction.

- 17. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** The vendor or MEDICAL PROVIDER certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or MEDICAL PROVIDER to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

- 18. GOOD STANDING WITH COUNTY.** PROVIDER certifies that it is not delinquent on any taxes, fees, or other debt owed by PROVIDER to COUNTY. PROVIDER covenants and agrees to remain current on any taxes, fees, or other debt owed by PROVIDER to COUNTY during the Term of this Contract.

- 19. COMPLIANCE WITH LAWS.** MEDICAL PROVIDER represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, local laws, regulations, ordinances and standards, the NC Dept. of Human Resources, Division of Facility Services, Jail Division, all applicable North Carolina Codes, ACA and/or NCCHC regulations.

- 20. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF ONSLOW
ATTN: County Manager
234 NW CORRIDOR BLVD.
JACKSONVILLE, NC 28540

COPY TO:

Onslow County
Attn: Purchasing Division Head
234 NW Corridor Blvd.
Jacksonville, NC 28540

MEDICAL PROVIDER

ATTN:
ADDRESS:
CITY/STATE/ZIP

- 21. AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, MEDICAL PROVIDER must make the materials to be audited available within one (1) week of the request for them.
- 22. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 23. COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to MEDICAL PROVIDER for any expenses paid or incurred by MEDICAL PROVIDER, unless otherwise agreed in writing.
- 24. ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Onslow County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then COUNTY shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.
- 25. ENTIRE CONTRACT.** This Contract, including Attachment 1, shall constitute the entire understanding between COUNTY and MEDICAL PROVIDER and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 26. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 27. WAIVER.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any such party's rights with respect to any subsequent breach thereof.

28. EXISTENCE. MEDICAL PROVIDER warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

29. CORPORATE AUTHORITY. By execution hereof, the person signing for MEDICAL PROVIDER below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the MEDICAL PROVIDER.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

Reviewed by Department Head

Date Reviewed: _____

MEDICAL PROVIDER

By: _____

Printed Name: _____

Title: _____

ONSLOW COUNTY

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act

By: _____
, Chairman
Board of Commissioners

Onslow County Finance Officer

“ATTACHMENT 1” to follow

Attachment 1

Scope of Services

Onslow County Request for Proposal No. 006-24 “Inmate Healthcare Services ” issued April 5, 2024 and _____ proposal dated _____, 2024 are made a part of this contract as if fully set forth.

To the extent there is a conflict between the terms of the County’s Request for Proposal and the Provider’s proposal, the terms within the County’s Request for Proposal shall control.

CERTIFICATION REGARDING LOBBYING

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)”

This certification requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for an award of \$100,000 or more shall file the required certification required by 49 C.F.R. part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobby Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

The offeror, by signing its offer, hereby certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Printed Name and Title of Contractor’s Authorized Official

Date: _____

ATTACHMENT 2

Federal Contracting Requirements

This **Attachment 2** is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the “Contractor” or “Company” or “Vendor” or “Provider” shall be deemed to mean the Contractor.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This **Attachment 2** identifies the federal requirements that may be applicable to this contract. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any subagreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Onslow or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Energy Conservation

The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

Clean Air Act

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor agrees to report any violation to the County immediately upon discovery. The Contractor understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor must include this requirement in all subcontracts that exceed \$150,000.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

The County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges

that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-contractors who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving written notice to the Contractor.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the County. By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

Remedies

Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of

wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

2. *Withholding.*

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and Basic Records.*

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all sub-contractors. Contractors and sub-contractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a sub-contractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or sub-contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub-Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination

for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. *Certification of Eligibility.*

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor. The Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any sub-contractors or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part. When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to

make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of

this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

Domestic Preference Procurement Clause

Contractor and any of its subcontractors must comply with C.F.R. 200.322 which states that as appropriate, and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.