

Bedford County Department of Finance

200 Dover Street, Suite 102
Shelbyville, TN 37160
(931) 685-2024 FAX (931) 680-1029

Request for Proposal

Health Care Services
For Jail and Juvenile Detention Center
Bid No. 20-12

The Bedford County Department of Finance is requesting proposals for Health Care Services at the Jail and Juvenile Detention Center. **Sealed bids will be received until 2:00 p.m., Thursday, September 5, 2019**, in the office of the Bedford County Department of Finance and will be opened publicly at that time. The Department of Finance reserves the right to reject any and all bids and waive any irregularities for the purpose of ensuring that the award given is in the best interest of Bedford County. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

GENERAL BID TERMS AND CONDITIONS

Proposals from all responsible bidders will be considered. To qualify as a responsible bidder, the proposal submitted must:

1. **Meet or exceed the minimum requirements specified.**
2. **Furnish all documents requested by the representative of the Bedford County Department of Finance prior to and following the bid opening.**
3. **Submit their completed bid prior to the bid opening date and time.**
4. **Have bid name and bid number placed on the outside lower left corner of the sealed envelope containing the bid form. (Facsimile bids will not be considered.)**

Award

A Purchase Order from the Bedford County Department of Finance will be issued to the successful bidder acknowledging the award. A copy of these terms and conditions, specifications and the vendor's proposal form will become a part of the purchase order.

Prospective bidders may contact Lt. Trey Arnold, trey.arnold@bedfordcountyttn.org, for any questions as to the specifications of the bid.

Lowest and/or best bid will be awarded.

Bid shall be for a period of one (1) year with an option to renew for three (3) additional one (1) year periods.

Other Considerations

Bedford County Department of Finance reserves the right to purchase only those bid items and quantities that conform to overall budgetary, functional, and performance constraints.

The terms of this bid will be extended to other local government agencies, other municipalities, and Boards of Education. Bedford County is responsible only for purchases made and received by Bedford County.

INSTRUCTIONS TO BIDDERS

All Proposals are to be made on the Proposal Form provided. Bids must be delivered in hand or by a mail service in a sealed envelope marked on the outside lower left corner, Bid No. 20-12 Health Care Services - Jail. Bids will be received and opened at **2:00 p.m., Thursday, September 5, 2019. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.**

Proposals are to be made complete in every detail as required and called for by said Proposal Form. Proposals that are incomplete, conditional, contain irregularities of any kind, or which are not in accord with the Instructions to Bidders and Proposal Form furnished by the Department of Finance may be rejected as informal.

The submission of a proposal will signify that the Bidder has thoroughly familiarized himself with all conditions and that he fully understands what will be expected of the successful bidder.

The Department of Finance reserves the right to accept or reject in whole or in part any or all proposals submitted, without liability whatsoever, and waive informalities therein, if deemed by the Department of Finance in their best interest to do so.

Please complete enclosed W-9 and return with Bid.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <i>Note:</i> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

REQUEST FOR PROPOSALS (RFP)
TO PROVIDE HEALTH CARE SERVICES
At the Bedford County Jail and Juvenile Detention
In Shelbyville, Tennessee

Bid No. 20-12

The Bedford County Department of Finance requests proposals for a comprehensive, health care delivery system at the Bedford County Jail and Juvenile Detention Center ("Corrections"), located in Shelbyville, TN. The "Jail" houses both male and female detainees and some sentenced inmates, generally having sentences of less than 11 months 29 days. The average daily population of these facilities over the past 12 months has been 246, and the average length of stay for inmates has been 14.96 days. The proposal should be based on an average daily population of 280 for the next year.

To be considered a valid proposal, each organization submitting a proposal ("Proposer") must assure receipt by the Bedford County Finance Department of one original proposal and one duplicate, at the following address, not later than 2 p.m. local time, **Thursday, September 5, 2019.**

Bedford County Department of Finance
200 Dover Street, Suite 102
Shelbyville, TN 37160

It is the intent of Bedford County to award a health care contract for one year beginning **October 31, 2019, and ending October 31, 2020, with an option to renew for three additional one year periods.** Bedford County intends to include in the contract an option to renew the term of the contract for two additional one-year terms, provided such extensions are in the best interests of the parties.

Bedford County reserves the right to reject, in whole or in part, any and all proposals received by reason of this Request For Proposals (RFP). Bedford County will not pay for any information herein requested, nor will Bedford County be responsible for any costs incurred by the Proposer. All proposals shall become the property of Bedford County upon submission. Bedford County reserves the right to negotiate the final price subsequent to the submission of proposal, from the selected qualified Proposers.

Questions concerning this RFP and any requests to tour the facility must be directed to:

Lt. Trey Arnold, Bedford County Jail
Trey.arnold@bedfordcountyttn.org

The selection of a winning Proposer for contract will be made using the following three-step process:

1. In order to be initially selected, the Proposer(s) must meet the "Minimum Qualifications of the Proposers" as included in this RFP, and their proposal must satisfy both the "Mandatory Requirements For All Proposals" and the "Objectives of the RFP", also contained in this RFP.
2. After the conditions outlined in #1 are met, Proposer(s) will be ranked based on the quality of the response to this RFP, experience in jails of like size and complexity, price, and references.
3. One or more of the Proposers may be invited to make oral presentations to a selection committee or to the Bedford County Commissioners, or to answer questions.

When a final award is made, such award will be made to the Proposer who meets the above stated selection sequences and is judged best able to provide a health care delivery system at the facilities.

Proposals which do not meet the mandatory requirements will be considered non-compliant and rejected.

OBJECTIVES OF THIS RFP

Each response will be evaluated as to its achievements and compliance with the following stated objectives:

1. To deliver high quality health care services that can be audited against established standards.
2. To operate the health care program in a cost-effective manner with full reporting and accountability to the Jail Administrator, the Sheriff (or Jailer) and Bedford County.
3. To operate the health care program at staffing levels agreed-to, and use only licensed, certified and professionally trained personnel.
4. To implement a written health care plan with clear objectives, policies, and procedures.
5. To maintain an open and cooperative relationship with the administration and staff of the facilities.
6. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.
7. To operate the health care program in a humane manner with respect to the inmate's right to basic health care services.
8. To provide for a fair and objective evaluation of proposals that will result in a mutually satisfactory contract between the successful Proposer and Bedford County.

MINIMUM QUALIFICATIONS FOR ALL PROPOSERS

Bedford County requires that any Proposer meet the following minimum qualifications. Failure to meet each of these qualifications may result in the Proposer's disqualification.

1. The Proposer must be organized and existing for the primary purpose of providing correctional health care services, and must currently have active contract relationships with at least five county jails.
2. The Proposer must have at least five continuous years of corporate experience in administering correctional health care programs.
3. The Proposer must carry professional liability insurance in an amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. This insurance must cover the Proposer organization and all of its employees, and the Proposer must provide proof of the same level of coverage for sub-contractors used. A certificate of insurance naming Bedford County as additionally insured must be submitted prior to execution of any contract. This certificate must name Bedford County as an additional insured party. A sample certificate showing actual coverage must be submitted with the proposal.
4. Proposer must also provide general liability insurance coverage of at least \$1,000,000 combined single limits, and automobile liability coverage for owned, non-owned, and rented automobiles. A sample certificate showing actual coverage limits must be submitted with the proposal.
5. The Proposer must demonstrate its ability to provide a health care system specifically for a correctional facility like Bedford County Jail and Juvenile Detention Center. It must be able to demonstrate that it can complete the start up process in 30 days from the contract award date, and that it has a proven system of recruiting staff and adequate support staff in its central office capable of competently supervising and monitoring its operation.

MANDATORY REQUIREMENTS FOR ALL PROPOSALS

Proposals need not be in any particular form. All proposals, however, must contain the following special information:

1. All proposals must contain sufficient information concerning the Inmate Health Care Program that the County representative may evaluate whether or not the Proposer meets "Minimum Qualifications For All Proposers".
2. All proposals must list by name, address and administrator name (with phone number) at least five correctional institutions where Proposer is providing medical care and the length of time each contract has been in effect. This list will be used as a source of references for the Proposer.
3. A statement that the policies and procedure for the medical program will be developed by the Proposer and will be based on the standards developed by the National Commission on Correctional Health Care (NCCHC).
4. All proposals must contain a full and complete staffing plan with a statement as to the staff positions and titles, and the number of actual hours per week to be worked on-site at Corrections. Also, the proposal must state clearly how any temporary vacancy will be handled, and whether each scheduled shift will be worked during such vacancy.
5. The proposal must explain in detail how medical care for inmates at Corrections will be delivered.
6. All proposals must contain a specific annualized price for a base population of up to 280 inmates for all medical care rendered under the resulting contract, taking into account the requirements of #8 below. Provider may state one annualized price for the first year of the contract (and monthly price) and another annualized price (or price escalation factor) for subsequent year(s). Any other exceptions to the specific price shall be stated, such as per diem charge for an increase in average daily population above the base level.
7. Each proposal shall describe how billing to Bedford County will be handled, and the expected terms for payments by the County to the Proposer.
8. Bedford County is willing to share responsibility for the costs of medical care in certain specific cost categories in order to assist the Proposer in predicting its costs and potential liabilities. All proposals must specifically state these

limits of responsibility so proposed, and how Bedford County would share in these costs after the cost limits have been reached.

The specific item or classification of cost and the assigned responsibility for covering the cost for each item should be explained fully. The following listing should be used for a checklist. Any item not explained, with respect to which contracting party is responsible for the cost, will be assumed to be an additional cost to the County, and thus added to the total cost of contracting with the Proposer. The line items or categories of costs are listed below:

- a.) Nurse wages and benefits
- b.) Physician medical director on-site
- c.) Any other on-site program provider (Dentist, etc.)
- d.) Policies and Procedures development
- e.) Medical Supplies
- f.) Minor Equipment (over \$500 per single item or unit)
- g.) Repairs on existing equipment
- h.) Over-the-counter medications
- i.) Clinical lab procedures
- j.) Office supplies
- k.) Folders and forms
- l.) Travel expenses
- m.) Long distance phone calls
- n.) Publications and subscriptions
- o.) Any necessary pharmacy license/permits
- p.) Medical hazardous waste disposal
- q.) All required insurance as specified in this RFP
- r.) Administrative services (cell phone, fax machine, internet connection, etc.)
- s.) Training for officers in the facilities on various topics
- t.) All other specific on-site medical services
- u.) Off-site medical services
- v.) On-site mental health services
- w.) Off-site mental health services
- x.) X-ray services on-site
- y.) X-ray services off-site
- z.) On-site dental services
- aa.) Off-site dental services
- bb.) Formulary prescription medications for county inmates
- cc.) Non-formulary prescriptions for county inmates

Each line item above must be assigned to a responsibility either for Proposer to pay, County to pay, or Proposer to pay with limitations, and if limited, then a reference to the proposal section where the limits are explained.

9. In order to better understand all of the working terms being proposed, the Proposer shall provide with its response to this RFP a sample contract for consideration, in case the Proposer should be awarded the contract.
10. Proposer must be willing to sign a contract within 10 days of contract award date and be ready to begin services within 30 days of the contract award date.

SCOPE OF CONTRACT

The Proposer who is selected to provide the services described in this RFP (hereinafter "Provider") shall be the sole supplier and/or coordinator of the health care delivery system at the contracted Bedford County Jail and Juvenile Detention facilities, ("Corrections"). Provider shall be responsible for all medical care for inmates at the facilities. The term "medical care" includes both "mental health care" as well as "dental care". This responsibility of Provider for the medical care of an inmate commences with the commitment of the inmate to the custody of the administration of the facilities and ends with the discharge (or temporary release) of the inmate from the custody of the County at the facilities.

Inmates housed in the facilities not covered under the terms of this RFP, or the resulting contract, will not be included in the Provider's responsibility while they are housed at other facilities or while being transported. Inmates held in the Jail or Juvenile Detention Center for other jurisdictions such as other counties or the US Justice Department will be included in the count, and the on-site care for these inmates will be the responsibility of the Provider for nursing and physician care, any supplies used, and for over-the-counter medications. Other medical costs which can be identified for specific inmates such as prescriptions, x-rays, dental procedures, and all off-site medically related consultations and procedures will be billed back to the originating agency, either by the County, the actual community agency providing the care, or by the Provider.

SPECIFICATIONS

The winning Proposer hereafter referred to as the "Provider", will operate under the following Specifications with regard to the resulting contracted program, unless other terms are agreed-to by each of the parties.

1. Health care services must be provided in substantial compliance with the Jail Health Standards, 2008 edition (or most current edition), developed by the National Commission on Correctional Health Care (NCCHC).
2. Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in this RFP, the proposal selected, and the resulting contract. All medical staff providing services under this contract must be licensed to practice in the State of Tennessee.
3. Provider shall review the Receiving Screening form that is completed by officers on all new commitments to Corrections within 24 hours of arrival at the Receiving facility. Such review shall be conducted by a licensed medical professional.
4. The Receiving Screening should include all elements covered by Standards J-30 of the Standards for Health Services in Jail, 2008 Edition (or most current edition), published by the National Commission on Correctional Health Care (NCCHC).
5. A standard form will be used for purposes of recording the information of the Receiving Screening and will be included in the health record of the inmate.
6. Provider shall perform a comprehensive Health Assessment on any inmate within 14 calendar days (or such other stricter time limit as required by statute or controlling authority) of the arrival of the inmate at Corrections. Such assessment shall be performed by a qualified medical professional.
7. Provider shall identify the need, schedule, and coordinate all non-emergency and emergency medical care rendered to inmates inside or outside Corrections, and pay for such care unless limited as to payment responsibility.
8. Provider shall identify the need, schedule, and coordinate any hospital care of any inmate of Corrections, and pay for such care unless limited as to payment responsibility. This shall include all institutional charges, physician

charges and any and all additional charges for medical care. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.

9. Provider shall identify the need, schedule, and coordinate all physician services rendered to inmates inside or outside Corrections, and pay for such care unless limited as to payment responsibility. At a minimum, Provider shall identify a "responsible physician" who shall conduct sick call and generally provide such care as is available in the community. The "responsible physician" or another covering physician shall be on call to the nurse seven days per week, 24 hours per day for emergency situations.
10. Provider shall identify the need, schedule, and coordinate all supporting diagnostic examinations, both inside and outside Corrections, and pay for such care unless limited as to payment responsibility. This includes laboratory testing procedures.
11. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.
12. Provider shall identify the need, schedule, and coordinate mental health services rendered to inmates inside Corrections, and pay for such care unless limited as to payment responsibility. The cost of court-ordered evaluations and any inpatient hospital commitments at a state facility will not be part of the provider responsibility.
13. Provider shall provide the dental program for the entire inmate population. Dental screening shall be given to all inmates within 14 calendar days of his or her admission to Corrections.
14. Provider shall provide a total pharmaceutical system for Corrections beginning with the physician's prescribing of medication, the filling of the prescription, the administration of the medication, and the necessary record keeping. The Provider shall be responsible for the costs of all drugs administered, unless limited as to payment responsibility. Bedford County (local) pharmacies shall be given an opportunity to submit proposals for prescription medications and over the counter medications. If local pharmacies have lower costs, the vendor should use the local pharmacy.
15. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by

the responsible physician. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to Corrections.

16. Provider shall provide and pay for all equipment and supplies (or specify otherwise) that are used in the health care delivery system being proposed for the Bedford County Corrections.
17. Provider shall maintain complete and accurate medical and dental records separate from the Corrections confinement records of the inmate. In any criminal or civil litigation where the physical or mental condition of an inmate is at issue, Provider shall provide the Sheriff or County Official with access to such records and, upon request, provide copies.
18. Provider shall provide a consultation service to the Sheriff (or Jailer) or other designated County Official on any and all aspects of the health care delivery system at Corrections, including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, and on any other matter relating to this contract upon which Bedford County seeks the advice and counsel of the Provider.
19. Provider shall put in place a system to verify and file with an arrestee or inmates' insurance, if applicable

GENERAL CONDITIONS

1. The duration of this contract shall be from **October 31, 2019** until **October 31, 2020**. Thereafter, this contract may be renewed, upon agreement of the parties, for three additional one year periods.
2. The health care delivery system must conform to State standards for medical services provided in correctional institutions as established by the Department of Corrections or other appropriate State authority, or by statute. The system must be in substantial conformance with the Jail Health Standards, 2008 Edition (or most current edition), developed by the National Commission on Correctional Health Care (NCCHC).
3. Provider shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate. Provider shall be required to render emergency care at any location on Corrections property.
4. Provider shall have no responsibility for security at Corrections or for the custody of any inmate at any time, such responsibility being solely that of Corrections. Provider shall have sole responsibility in all matters of medical, mental health and dental judgment. Provider shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff or other County Official and his staff shall support, assist and cooperate with Provider, and Provider shall support, assist and cooperate with the Sheriff or other County Official whose decision in any non-medical matter shall be final. All decisions involving the exercise of medical, mental health or dental judgment are still the responsibility of the Provider.
5. Provider shall indemnify and hold harmless Bedford County and its agents, servants and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities in connection with the provision of its services at Corrections.
6. Provider shall have professional liability insurance coverage with limits of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate under such coverage. This insurance shall specifically cover Provider and the services provided under this contract. Evidence of such insurance shall be presented to the County prior to the execution of the contract. Failure to

maintain such insurance shall be grounds for immediate termination of this contract.

7. Provider must also provide general liability insurance coverage of at least \$1,000,000 combined single limits, and automobile liability coverage for owned, non-owned, and rented automobiles. A certificate of insurance naming Bedford County as additionally insured must be submitted prior to execution of any contract. A sample certificate showing actual coverage limits must be submitted with the proposal.
8. Policies and Procedures of the Provider relating to medical care are to be established and implemented solely by the Provider. In areas that impact upon the security and general administration of Corrections, the Policies and Procedures of the Provider are subject to review and approval of Bedford County. The Sheriff (or Jailer) or other designated County Official retains the right to review and approve Policies and Procedures of the Provider in any area affecting the performance of his responsibilities under law.
9. Either party to the contract may terminate the Agreement without cause by giving at least 90 days written notice to the other party.
10. Neither the obligations nor the rights of the Provider under any resulting contract may be assigned by the Provider without the expressed written consent of Bedford County, whose consent shall not be unreasonably withheld.
11. The resulting contract shall be governed by and construed according to the laws of the State of Tennessee.

PROPOSAL FORM

**TO: Bedford County Department of Finance
200 Dover Street, Suite 102
Shelbyville, Tennessee 37160**

Re: Bid No. 20-12

Gentlemen,

Having examined the specifications for **Health Care Services for the Jail and Juvenile Detention Center**, we (I) are submitting the enclosed bid proposal.

Health Care Services	\$ _____
Prescriptions, medications, and over the counter medications	\$ _____
Total Bid Price	\$ _____

Company Name: _____

Mailing Address: _____

Signature and Title of bidder: _____

Telephone Number: _____

Email: _____

Date: _____