REQUEST FOR PROPOSAL: 2022-001

INMATE HEALTH CARE SERVICES AND MENTAL HEALTH CARE SERVICES

8

MEDICAL SERVICES & MENTAL HEALTH SERVICES AT THE JUVENILE DETENTION CENTER

On behalf of the Champaign County Sheriff's Office, I invite you to furnish a proposal in accordance with the Proposal Guidelines and Proposal Specifications for the services stated herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project.

All technical proposals are to be submitted as outlined. To be considered for the award of contract, proposals must be received on or before **February 16, 2022.** Proposals are to be received at the following address:

Champaign County Sheriff's Office Attn: Sheriff Dustin Heuerman 204 E. Main St. Urbana, Illinois 61801 T: (217) 384-1205

Questions regarding the bid package are directed to Teresa Schleinz at <u>tschleinz@co.champaign.il.us</u>.

Sincerely,

Dustin Heuerman Sheriff

NOTICE TO OFFERORS

PROPOSAL DATA:

PROPOSAL NUMBER:	2022-001
TITLE:	Inmate Health Care Services & Mental Health Care Services
CONTACT:	Teresa Schleinz
PHONE #:	(217) 384-1205
FAX #:	(217) 384-3023
EMAIL:	tschleinz@co.champaign.il.us
	PROPOSAL DUE DATE/TIME:
DUE DAY/DATE:	February 16, 2022
TIME:	1:00 PM Central Standard Time
MAILING ADDRESS:	Champaign County Sheriff's Office Attn: Sheriff Dustin Heuerman 204 E. Main Street Urbana, IL 61801
	PROPOSAL OPENING:
DATE:	February 16, 2022
TIME:	1:30 PM Central Standard Time
ADDRESS:	204 E. Main St. Urbana, IL 61801

NOTICE TO OFFERORS - AMENDMENTS

Notice is hereby given that sealed proposals will be received in the Champaign County Sheriff's Office, Attn: Sheriff Dustin Heuerman, 204 E. Main Street, Urbana, Illinois 61801 until 1:00 PM. (CST)

February 16, 2022

With the opening on February 16, 2022 @ 1:30 PM at 204 E. Main St, Urbana, IL

The purpose of this RFP is to solicit responses from qualified individuals/vendors for the procurement of services and/or supplies for the Champaign County Sheriff's Office and the Juvenile Detention Center as set forth herein.

There may be one or more amendments to this proposal solicitation. If you desire to receive copies or notices of any such amendments, you <u>must</u> provide the information requested below to the Champaign County Sheriff's Office. Please send this information to Teresa Schleinz via fax at (217)384-3023 or by email at <u>tschleinz@champaign.il.us</u>. Champaign County Sheriff's Office will send amendments only to those firms that timely complete and return this form via fax or provide the requested information by timely e-mail.

RFP Number	2022-001 Inmate Health Care Services and/or Mental Health Services
Company Name	
Mailing Address	
Phone Number	
Fax Number	
Contact Person	
Email Address	

Amendments will be sent by email.

REQUEST FOR PROPOSAL: 2022-001

PROPOSAL GUIDELINES

1. **PROJECT SCOPE:** The Champaign County Sheriff's Office has issued this Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from qualified individuals or firms to establish a service intensive contract, through competitive negotiation, for the procurement of services and/or supplies as set forth herein.

Only vendors who have demonstrated the ability to provide inmate services; at competitive rates, with timely delivery of services, and abiding by correctional policies/procedures of government customers of comparable size will be considered for award of the contract.

The awarded Offeror will be an independent contractor. The contractor is not, and will not be, an employee or agent of Champaign County or the Champaign County Sheriff's Office.

- 2. PRE-PROPOSAL TOUR: A tour of the facilities will be available to interested vendors on January 18, 2022 beginning at 2:00 pm and January 19, 2022 beginning at 10:00 am. Contact Teresa Schleinz at (217) 384-1205 or tschleinz@co.champaign.il.us to arrange a tour. During the tour questions will be orally answered concerning our facilities and correctional staffing and procedures. Questions concerning the RFP or directly related to medical or mental health services should be sent via email.
- 3. CONTRACT PERIOD: It is intended that the contract period shall be April 1, 2022 March 31, 2024 or an equivalent period depending upon date of contract award. The Sheriff reserves the right to renew this contract for up to two additional year periods. Contract extension is subject to acceptable performance by the contractor as determined by the Sheriff and funding by the County Board and agreement by the contractor. At the end of any contract term, the Sheriff reserves the right to extend this contract for a period of ninety (90) days for the purpose of getting a new contract in place. This contract shall be with the Champaign County Sheriff's Office, which may hereafter be referred to as Sheriff or Champaign County or County or Sheriff's Office with separate provisions for JDC and agreement by its Director.

4. **PROJECT TARGET DATES:** The following projected timetable should be used as a working guide for planning purposes. Champaign County reserves the right to adjust this timetable as required during the course of the RFP process.

EVENT	DATE
Questions Due	Monday, January 24, 2022
Question Responses Sent	Monday, February 7, 2022
Proposal Due	Wednesday, February 16, 2022 @1pm
Award of Contract	On or about March 2, 2022
Begin to Provide Service	Friday, April 1, 2022

- 5. **QUOTE PERIOD:** Proposals shall be good for one hundred twenty (120) days. Submitted proposals shall have an acceptance period ninety (90) days.
- 6. **PRICING:** Fees are to be proposed F.O.B. Destination. The term F.O.B. Destination shall mean: services delivered to Champaign County sites. No separate charges, except those clearly identified in submitted proposal will be allowed. In case of error in extension, the unit price will prevail.

<u>Firms should understand the Champaign County will utilize available cost data to</u> <u>formulate its position on what is a fair and reasonable cost. The County shall utilize</u> <u>Federal, State, and local resources to assist in formulating its position.</u>

A. <u>Fixed Fee:</u> Pricing shall be guaranteed for the initial 24-month term of contract. Offeror shall propose a fixed monthly fee for the services as outlined, except for pharmaceuticals.

All proposals must be comprehensive and complete for the services requested. Accepted proposal shall be contracted by the Champaign County Sheriff for the total of the submitted proposal. Champaign County will not be responsible for any additional charges above the accepted proposal unless additional services are negotiated and accepted by the Champaign County Sheriff by addendum to the original contract. B. <u>Price Escalation:</u> Only under dire economic circumstances will the County review contractor-initiated request for an escalation in the project fee structure during the initial two year contract period. If the County and contractor mutually agree to extend the service contract for up to two, one-year periods, the contractor shall provide a written revised fee proposal one hundred twenty (120) days prior to the end of the contract.

Contractor requested fee increase must be based on the documented change in contractor cost to provide services. Profit, overhead, fee escalators, etc. are prohibited from inclusion in calculation of fee increase.

The County and/or contractor may elect to use the CPI to validate or as the bases for requested fee increase.

The County or the contractor reserves the right to reject any proposed fee increase and to terminate the contract.

- 7. **PROJECT APPROPRIATIONS/FUNDING OUT CLAUSE:** If the Champaign County Board fails to appropriate funds to enable continued payment of this Contract the Sheriff may cancel the contract during its term, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.
- 8. **SEALED PROPOSALS:** Proposals must be submitted in a sealed envelope labeled **"SEALED PROPOSAL: 2022-001"**. Proposals not submitted in the proper format will be considered unqualified, unresponsive, and will not be considered for award of contract.
 - A. Failure to provide detailed responses will result in the vendor being eliminated from award of contract consideration.
 - B. The proposing party must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature. Both issues must be complied for the proposal to be valid.
 - C. The individual signing the document for the proposing organization shall initial all erasures or corrections. Offerors shall submit three (3) copies of the proposal.
 - D. All variations to the stated specifications must be described in detail (free from ambiguity).

- E. All Offerors must be appropriately licensed and authorized to conduct business within the State of Illinois.
- F. The failure of an Offeror to promptly supply information requested in this RFP or other information subsequently requested may result in the Offeror being eliminated from consideration.
- G. Champaign County reserves the right to request clarifications or corrections to proposals and to reject all responses/proposals and to put out a new RFP.
- 9. **SUBMISSION OF PROPOSALS & CLOSING DATE:** Sealed proposals are due on or before but no later than **02/16/2022 at 1:00 PM**. Champaign County will not accept any proposals received after said date.

Sealed proposals are to be delivered:

Champaign County Sheriff's Office Attn: Sheriff Dustin Heuerman 204 E. Main Street Urbana, IL 61801

- A. Discussions may be conducted with Offerors who submit proposals determined to have a reasonable likelihood of being selected for award. However, proposals may be accepted without such discussions. Therefore, all information requested and necessary for the County to evaluate this RFP should be included in your response.
- B. All material submitted regarding this RFP becomes the property of the County and will only be returned to the vendor at the County's option. Any person may review responses after final selection and award have been made.
- C. The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting proposals. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- D. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal.
- E. The contents of the proposal submitted by the successful contractor(s) and this RFP will become a part of any contract awarded as a result of these

specifications, unless the final contract specifically excludes the proposal and/or this RFP.

- F. Offerors at the time of submission of proposal for award consideration must include in their proposal package, all applicable contract documents in which Champaign County and Proposer will use as an agreement. Submitted documents must reference all the requirements stated in this proposal and Proposer responses.
- 10. **TRANSFER OF OWNERSHIP OR ASSIGNMENT OF CONTRACT:** Awarded vendor shall not transfer the resulting contract or performance of contract to another individual or firm; nor shall the awarded vendor change or sub contract any portion of the awarded contract, during the contract period without consent of the Sheriff.

The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

The Champaign County Sheriff reserves the right; to reject any or all proposals, waive any or all irregularities, and select the proposal which is in the best interest of Champaign County, Illinois. Champaign County retains the authority to eliminate any service features that are deemed too costly or unnecessary. The County may seek clarification from an offeror at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

- 11. **ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS:** By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Champaign County may rescind its acceptance of the Proposer's proposal. The insurance requirements are attached.
- 12. INQUIRIES: Prospective Offerors may make inquiries concerning this RFP to obtain clarification of requirements and are strongly encouraged to do so by email. Questions must be received no later than Monday, January 24, 2022 at noon. Questions and responses will be sent to all prospective bidders who have notified us of their contact information within a reasonable amount of time but no later than Monday, February 7, 2022 by close of business. Prospective

Offerors are encouraged to submit questions early in the process for adequate time to integrate responses into proposal.

13. GENERAL CONDITIONS:

- A. Champaign County requires all offeror(s) to comply with the Equal Opportunity Affirmative Action and Fair Employment Practices regulations of the State of Illinois and federal government.
- B. <u>SAFETY DATA SHEETS:</u> Vendors must supply Safety Data Sheets on all applicable items. Changes to Safety Data Sheets applicable to awarded offeror must be provided to Champaign County for a period of five (5) years after award of proposal.
- C. <u>TAX EXEMPT STATUS</u>: Champaign County is exempt from federal excise and transportation taxes. Champaign County is also exempt from payment of Illinois Sales Tax.

TAX EXEMPTION IDENTIFICATION NUMBER: E9998-5942-06

- D. <u>PROPOSER COMPETENCY</u>: To allow the County to evaluate the competency and financial responsibility of a proposer shall, when requested by the County, furnish the following information which shall be sworn to under oath:
 - 1. Address and description of Proposer's plant and place of business
 - 2. Name and/or Articles of co-partnership of incorporation.
 - 3. Statement regarding any past, present, or pending litigation with the County.
 - 4. Such additional information as may be required that will satisfy the County that the Offeror is adequately prepared in technical experience, or otherwise to fulfill the contract.
 - 5. Documents to ensure that the Offeror is in compliance with the current Fair Employment Practice requirement of the County.
- E. <u>DISQUALIFICATION OF OFFERORS</u>: Any of the following may be considered sufficient for the disqualification of an Offeror and the rejection of his/her proposal(s).
 - 1. Evidence of collusion among Offerors.

- 2. Lack of responsibility as revealed by either financial, experience, or equipment statements, as submitted.
- 3. Lack of expertise and poor workmanship as shown by performance history.
- 4. Uncompleted work under other contracts which in the judgement of the County, might hinder or prevent the prompt completion of additional work is awarded.
- 5. Being in arrears on existing contracts, in litigation with the County, or having defaulted on a previous contract.
- F. TERMINATION OF AGREEMENT: Contractor may terminate contract by providing one hundred sixty (160) days written notification. The County reserves the right to terminate this contract, or any part of this contract, upon thirty (60) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed to the termination date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.
- G. <u>PAYMENTS:</u> Payment to contractor will be made in accordance with the Local Government Prompt Payment Act. (50 ILCS 505/1)
- H. <u>DRUG FREE WORKPLACE</u>: The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in Public Act 86-1459
- I. <u>FORCE MAJEURE</u>: The County of Champaign shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e. droughts, floods, severe weather, etc.
- J. <u>INVESTIGATION OF OFFERORS</u>: The County will make such investigations as are necessary to determine the ability of the Contractor to fulfill Proposal requirements. The Contractor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service, and services similar to that included in this Proposal. It shall be at the sole discretion of the County to reject any Proposal if it is determined the Contractor does not fully demonstrate its ability to carry out obligations of the contract.
- K. <u>LAW GOVERNING</u>: All State of Illinois and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.
- L. <u>CANCELLATION</u>: The County reserves the right to cancel the whole or any part of this contract (1) upon 60 day written notice, without cause, or (2)

upon 30 day written notice due to failure by the Offeror to carry out any obligation, term or condition of this contract. The County will issue written notice to the Offeror for acting or failing to act as in any of the following:

- 1. The Offeror fails to adequately perform the services set forth of this contract;
- 2. The Offeror fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- 3. The Offeror provides material that does not meet the specifications of this contract.
- 4. The Offeror fails to progress in the performance of this contract and/or gives the County reason to believe that the Offeror will not or cannot perform the requirements of the contract.
- 5. Upon receipt of the written notice of concern, the Offeror shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Offeror to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies:
- 6. Cancel the contract
- 7. Reserve all rights or claims of damage for breach or any covenants of the contract.
- M. <u>COMMENCEMENT OF WORK:</u> The successful Offeror must not commence any billable work prior to the County's execution of the contract (purchase order issuance) or until any required documents have been submitted. Work done prior to these circumstances shall be at the Offeror's risk.
- N. INDEMNIFICATION: The Contractor shall indemnify the County, agents, servants, employees and all elected officials of the County, and shall defend, save and hold the indemnities harmless from and against any claim, suit, legal proceedings, judgement, decree, loss, cost, damage or expense (including, but not limited to, reasonable attorney's and other costs and expenses incident to the investigation or the defense of any claim, suit or legal proceeding) arising from or growing out of the injury to or death of any person or the damage to any property (including, but not limited to, property of the Contractor) due to or resulting from or related to, the performance of the work by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be responsible or liable, expect to the extent caused by the sole negligence of the County, its elected officials, officers, employees and agents. The obligations of the Contractor described in this paragraph shall be construed broadly in favor of indemnities and shall not be construed to negate, abridge or otherwise reduce any right or obligation of indemnity which would otherwise exit as to any party or person described in this

paragraph. In any and all claims against the County or any of their consultants, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- O. <u>SUBCONTRACTORS</u>: No subcontractors shall be used, except for pharmaceuticals.
- P. <u>CHANGE IN OWNERSHIP/FINANCIAL VIABILITY STATUS</u>: The Contractor shall notify Champaign County immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor become insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Champaign County shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.
- Q. CERTIFICATION: The Contractor must certify as follows:

I, (Name of Vendor), to the best of my information and belief, hereby certify the following in connection with my submission to the RFP 2022-001:

- A. That our corporation nor any of our corporate officers have been convicted of any of the following:
 - 1. Bid rigging as defined by 720 ILCS 5/33E-3
 - 2. Bid rotating as defined by 720 ILCS 5/33E-4

3. Providing false statements on vendor applications as defined by 720 ILCS 5/33E-14

4. Bribery of an inspector employed by a contractor as defined by 720 ILCS 5/33E-8

5. Provision or attempting to provide a kickback as defined by 720 ILCS 5/33E-7

- 6. Bribery as defined by 720 ILCS 5/33e-1
- B. That our corporation is not otherwise legally barred from contracting with Champaign County, Illinois.
- C. That our corporation maintains workers compensation insurance for my employees.

PROPOSAL SPECIFICATIONS

14. **SCOPE:** The Champaign County Sheriff is soliciting proposals from area physicians/medical groups to provide professional health care services to the inmates incarcerated at the Champaign County Correctional Center, Satellite Jail, and the youths incarcerated in the Juvenile Detention Center located in Urbana, Illinois. Such services must comply with the American Medical Association, National Commission on Correctional Health Care, Illinois Jail Standards, and youth standards for detention centers. Offerors will be required to demonstrate adequate organization, facilities, equipment and personnel to ensure prompt, professional and efficient services to Champaign County.

Proposals will be evaluated by the Office of the Sheriff and the Department of Court Service/Probation. All federal, state and local laws and requirements will apply to a contract resulting from the Request for Proposal.

The Contractor's performance under the terms of this Contract shall be To the satisfaction of the County.

15. **PROPOSAL**:

- A. <u>Proposal Format:</u> This section outlines the County's *strong preference* for the proposal format and information provided by the proposer. Any proposer not providing the required information, or not conforming to the format specified in all material respects, may be eliminated. The County strongly prefers concise responses to the information requested. <u>The use of tables, graphics, and bulleted</u> <u>list, where appropriate, is strongly encouraged.</u>
- B. Information Required From Offerors: As set forth herein.
- C. <u>Cover Letter:</u> Provide a cover letter prepared on the proposer's business stationery. The purpose of this letter is to transmit the proposals, so it should be brief. The letter should contain a statement that the proposer is responding to the County's RFP. Other items outlined in the cover letter include:
 - 1. A statement that the attached proposal is complete as submitted;
 - 2. A statement that all terms and conditions contained in the proposal are valid for 120 days from the proposal closing date;

3. The letter must be signed by a representative who is authorized to contractually obligate the proposer or consortium of Offerors.

16. TECHNICAL PROPOSAL REQUIREMENTS: Your Proposal must Include the following:

- A. Basic Company Information
 - 1. Company Name/address/Telephone/Fax Numbers/E-Mail Address.
 - 2. Contact Person.
 - 3. Type of Organization.
 - 4. Total Number of Staff.
 - 5. Underlying philosophy of your firm in providing the services requested.
 - 6. Firms Financial Ability to Provide Services and Full Fill Project Contract.
 - 7. Years in Business Providing Similar Services.
 - 8. Firm's Employee Training Programs.
 - 9. Firm's Policies (Administrative & Operational) that would be associated with the project.
- B. Brief Company History
- C. Summary of Firm's Relevant Experience: Limit references to a total of three (3). Reference must be of similar project scope. References must be currently under contract or a contract completed within the past five (5) years.
 - 1. Contract Name/Location/Dollar Value/Owner Information. Brief contract description. Include Contact Person with Phone Number.
 - 2. Start, Finish, or Anticipated Complete Date.
 - 3. Description of All Services Provided.
 - 4. Contract Monetary Value.
 - 5. Average Daily Population of Adult Correctional and Juvenile Detention Facility's
 - 6. Resumes of staff, indicating their qualifications and experience, who will be assigned to work on this contract. Verification of current credentials- State licensure, certification or registration applicable to health care personnel who will provide services to inmates. **PLEASE NOTE:** If your company is selected to provide health care services, the credentials of additional staff hired to fulfill the contract will be required to be submitted for review.

D. Financial/Legal:

- Provide a copy of Last Year-End Financial Statement or Letter from Accountant/Bank Firm's Financial Position. <u>(This information</u> <u>will be kept strictly confidential).</u>
- 2. State of Illinois Business License.
- 3. Provide Insurance Coverage Certification.
- 4. Provide Statement of Current Legal Actions Relating to Current or Past Projects.
- E. <u>Project Approach</u>: Please separate your responses as they pertain to the Sheriff's operations and the Juvenile Detention Center and mental health and medical services.
 - 1. Describe your business philosophy and how you plan to approach this contract.
 - 2. Describe proposed delivery system & controls. Provide detailed plan for providing inmate health care services, including proposed staffing level and hours per week, per position.
 - a) Outline Proposed Scope of Services.
 - b) Provide proposed daily hours of coverage and through what method (e.g. physical presence at the facilities, on-call, etc.)
 - c) Pharmaceutical services and medication administration.
 - d) Hospital in patient reporting and monitoring.
 - 3. Describe Your Unique/Innovative Approaches Your Firm has brought to Previous Contracts.
 - 4. Describe Experience in Meeting State Contract Objectives. Documentation Clearly Demonstrating Organization's Experience with Providing Jail and Juvenile Inmate Health Care Services.
 - 5. Describe Your Firm's Procedure for Dealing with Performance or Quality Issues. Detail Plan for resolution. Describe Quality Improvement Program.
 - 6. Describe your firm's experience and ability to maintain performance standards.
 - 7. Describe Ability to Comply with American Care Standards for Health Services in Jails, Illinois Jail Standards, and Illinois Youth Standard for Detention Center.
 - 8. Describe Medical records ownership, access and retention.
- F. <u>Fixed Fee Proposal</u>: This proposal will be for a fixed price for the first 24 months.

- 17. **PUBLIC AID RATES**: The Champaign County Board has passed legislation authorizing that providers of hospital services for inmates shall not be paid in excess of the rates established by Public Aid. The Contractor shall be responsible to properly administer hospital service cost to ensure compliance with the Board Resolution and the procedures established by Illinois Department of Public Aid.
- 18. **SELECTION CRITERA:** The Champaign County Sheriff intends to award this contract in whole to the lowest responsive and responsible offeror that is in compliance with all specification, terms and conditions contained herein. The Offeror shall have specific experience supplying similar services on a satisfactory basis, to other customers with a similar volume. The Champaign County Sheriff reserves the right to consider bid prices, the references and successful service history, financial capability, qualifications, value added services and other related factors in the award decision. The Champaign County Sheriff reserves the right to request additional information prior to the award date for evaluation purposes and to request modifications to proposals.

The County of Champaign reserves the right to reject any or all Proposals failing to meet the County's specifications or requirements and to waive technicalities. If in the County of Champaign Sheriff's opinion, the lowest Proposal is not the most responsible Proposal, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of Champaign Sheriff.

In determining the lowest responsible contractor, the County shall take into consideration the qualities of the services supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Offerors reputation and past performance in executing the County contract, will also be weighed in executing County contracts.

The Offerors failure to meet the mandatory requirements will result in the disqualification of the Contractor's proposal from further considerations.

Submission of a proposal confers no rights on the Offeror to a selection or to a subsequent contract. The RFP process is for the County's benefit only and in intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretions and shall be made to favor the County.

CHAMPAIGN COUNTY INSURANCE GUIDELINES

1. Binders/Certificates of Endorsements/Endorsements/Coverage

Verification: All vendors submitting bids must provide binders or certificates of endorsement insurance forms as completed by authorized agent or broker. (Use our forms-attached). Insurance coverage must be placed with an insurance company that has at least a Best A rating. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Champaign County reserves the right to require complete, certified copies of all required insurance policies at any time. If sub Offerors are to be utilized, vendors shall include them as insured's and shall furnish separate certificates of insurance and endorsements for each subcontractor.

The successful bidder shall maintain for the duration any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with the Best's financial size category of Class A-/VII or higher. In addition to being names as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming County of Champaign and Champaign County Sheriff's Office as additional insured. A copy of the endorsement shall be provided to Champaign County along with the Certificate of Insurance. The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company.

Sub Offerors, if any, shall execute the Subcontractor Agreement provided by Champaign County, and comply with the same insurance requirements as contractors.

Champaign and Champaign County Sheriff's Office must be named as an additional insured, on a primary and noncontributory basis.

Insurance Notices and Certificates of Insurance shall be provided to: Champaign County Sheriff's Office, 204 E. Main Street, Urbana IL 61801.

2. <u>Adjustments to Insurance Policy:</u> Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either part, reduced in coverage or in limits except after

twenty (30) days prior written notice by certified mail, return receipt requested, has been given to Champaign County.

3. <u>Minimum Limits of Insurance</u>: Vendors shall maintain each category of insurance and its corresponding minimums-

a. BROAD FORM COMPREHENSIVE GENERAL LIABILITY:

Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than: \$2,000,000 per occurrence and in sufficient aggregate value as to sufficiently cover this project, but not less than \$3,000,000 in the aggregate, and inclusion of a waiver of subrogation in favor of Champaign County and the Champaign County Sheriff's Office.

Policies are to contain the following provisions:

- 1. The Champaign County Sheriff and Champaign County, its officials and employees are to be covered as insured's as respects: liability arising out of activities performed by or on the behalf of the vendor; products and completed operations of the vendor, or all automobiles utilized by the vendor. The coverage shall contain no special limitations on the scope or protection afforded to Champaign County, its officials or employees.
- 2. The Champaign County Sheriff and the vendor's insurance coverage shall be primary insurance as respects Champaign County, its officials and employees. Any insurance issued to Champaign County, its officials or employees shall be in excess of that vendor's insurance and shall not contribute with it.
- 3. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Champaign County, its officials or employees.
- 4. The vendors insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

A. **<u>AUTOMOBILE LIABILITY INSURANCE:</u>** Contractor shall provide

certificate of insurance showing auto liability insurance coverage in the f amounts of \$3,000,000 each accident for bodily injury/death and/or property damage and \$5,000,000 aggregate as well as underinsured/uninsured motorist in an amount of \$100,000 per accident; auto medical payments of \$5,000 each person/ \$25,000 per accident. The County of Champaign, Champaign County Sheriff and their employees and agents shall be names as an additional insured.

B. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

<u>COVERAGE</u>: As required by the State of Illinois. The insurer shall agree to waive all right of subrogation against Champaign County, its officials and employees for losses arising from work performed by the vendor for Champaign County.

Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$1,000,000 for each incident, \$1,000,000 for each disease and \$1,000,000 aggregate, and a waiver of subrogation in favor of Champaign County.

C. PROFESSIONAL MEDICAL & MENTAL HEALTH LIABILITY

<u>COVERAGE:</u> Contractor shall provide certificate of insurance showing professional medical & mental health liability insurance coverage in an amount or amounts of \$5,000,000 per occurrence and \$10,000,000 aggregate. The County of Champaign, Champaign County Sheriff and their employees and agents shall be names as an additional insured.

SERVICES FOR SHERIFF

MEDICAL SERVICES and MENTAL HEALTH SERVICES:

The contractor shall be responsible for every facet of health care for inmates. The contractor will provide service in compliance with recognized medical standards, laws, rules and policies of the Sheriff, Illinois County Jail Standards, American Correctional Association Standards and National Commission on Correctional Health Care Standards. The inmates covered by this agreement include those housed at the Satellite Jail (502 S. Lierman, Urbana), the Downtown Jail (204 E. Main, Urbana) and those temporarily at the Courthouse (101 E. Main, Urbana). Inmates housed in other counties, state facilities or actively on Electronic Home Detention are not included. The average daily population (ADP) of these facilities in 2020 was 167 and the ADP in 2021 was 186, though the jail actually has 295 beds.

Contractor's staff shall provide linkage to local medical and mental health services and to work with related services provided by the Sheriff in the jail.

Contractor will assist the Sheriff's Office with the development of an Emergency Action Plan.

Contractor must offer both medical and mental health services.

Increases and decreases in coverage based on significant population changes, emergencies, illnesses and other unforeseen circumstances may be agreed to by the Contractor and Sheriff on a temporary or permanent basis.

Contractor shall not make staffing changes without prior notice to the Sheriff. In recognition of the sensitive nature of correctional services, if the Sheriff becomes dissatisfied with any health care personnel provided by Contractor, Contractor shall, following written notice from the Sheriff of dissatisfaction and the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff within ten (10) days, Contractor shall remove the individual about whom the Sheriff has expressed his dissatisfaction. Should removal of an individual become necessary, Contractor will be allowed reasonable time to find an acceptable replacement. If in the sole judgement of the Sheriff, immediate removal of a health care personnel is necessary, that person shall be removed and replaced forthwith. A11 staff will be subject to background check and approval by Sheriff prior to employment.

Continuity and consistency of care is important to the Sheriff's Office. Maintaining current on-site medical staff and mental health staff is a consideration in evaluating responses to this RFP. Realizing that this is a jail environment, which presents challenges not found in ordinary medical and mental health care; it is the Sheriff's desire to offer a quality and responsiveness of care that one would expect to be provided to one's own family.

Contractor shall submit on a quarterly basis, health care reports to the Sheriff or his designee concerning the overall operation of the medical and mental health service program and the general medical and mental health of the persons committed to the jail.

Contractor shall meet quarterly with the Sheriff or his designee concerning procedures within the jail and any proposed changes in medical and mental health related procedures or other matters, which both parties deem necessary.

Contractor shall assist the Sheriff by providing, maintaining and recommending any policies and procedures with respect to mental health issues to assure quality, accessibility and appropriateness of timely mental health services and compliance with all applicable state and federal guidelines regarding mental health services for detainees covered by this agreement. Said policies and procedures shall include, but not limited to, guidance on suicide prevention required in 20 III. Admin. Code 701.10(b). Contractor shall require a mental health clinician and/or his/her designee to attend the quarterly administrative meetings as required by NCCHC standards and/or agreed upon by both parties.

The Sheriff's Office goal is to provide quality medical and mental health care to our inmates in an economical manner. We rely upon a vendor's expertise in these matters to provide a detailed staffing plan to meet the aforementioned goal. Please submit your staffing plan with your response. To this end, please quote the requested services, but also submit any alternative options you think prudent to meet the above goal.

Continuity of an inmate's medication regimen upon release is a concern of the Sheriff's Office, please include your policy in this regard in your response.

MEDICAL SERVICES:

The services provided by the contractor will include:

- On-site RN Nursing Director or Lead Nurse (40 hours per week)
- The Nursing Director will perform patient care, supervise and train staff, but will not have general personnel/human resource

duties

- The minimum actual nursing care hours (including the Nursing Director) will be 124 hours per week, with staff working from 6am to 10pm Monday thru Friday and from 7am to 7pm Saturday and Sunday. It is acceptable to have some of these hours covered by a LPN, as appropriate and negotiated in the final contract. Vendor will need coverage for sick, vacation and holidays. Hours of coverage may be expanded if agreed upon between the Contractor and the Sheriff.
- 4 hours per week of on-site physician (MD) on a regularly scheduled sick call. Additional video MD services as needed, if within medical standards.
- 24/7 on call nursing and MD services will be available

Increases and decreases in coverage based on significant population changes, emergencies, illnesses and other unforeseen circumstances may be agreed to by the Contractor and Sheriff on a temporary or permanent basis.

Contractor shall provide full inmate medical screening within fourteen (14) calendar days after arrival. Contractor shall periodically review the medical screening forms used by the jail and make adjustments, as appropriate.

Contractor shall provide qualified healthcare professionals to conduct sick calls on a timely basis and in a clinical setting. Please provide copies of your current policy or procedures concerning sick calls.

Contractor shall make diligent efforts to promptly continue inmates "outside" prescriptions if medically appropriate. A copy of the proposed Policy or Standard Operating Guideline must be provided with the response.

Contractor shall maintain a secure stock of drugs as periodically requested by the Sheriff and as currently set forth in the Stocked Drug List (Appendix A, attached). As situations occur and new drugs become available, this list will be modified at the request of the Sheriff. It is the goal of the Sheriff that the winning Contractor to be able to service significant prescription needs on a 24/7 basis. Contractor's staff to provide appropriate medical training, as requested by the Sheriff, of at least between four (4) and eight (8) hours per year to the Sheriff's staff.

Contractor shall provide the following medical records management services:

Maintaining medical records in an electronic fashion is desirable, but failure to maintain them electronically shall not be disqualifying. All records will belong to the Sheriff's Office and will be delivered to the Sheriff upon request and, if electronic, they shall be delivered in a fashion usable to the Sheriff.

Contractor shall maintain, cause or require to be maintained complete and accurate medical records for the jail population who has received healthcare services. The medical records shall be keep separate from the inmate or detainee's confinement record. A complete original or the applicable medical record shall be available to accompany each inmate or detainee who is transferred to another institution. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, Contractor shall comply with applicable laws and the Sheriff's policy with regard to access by inmates and jail staff to medical records. No information contained in medical records shall be released by Contractor except as provided by the Sheriff's policy, by a court order, or otherwise in accordance with applicable law. At the expiration of the contract period, all medical records shall be delivered to and remain with the Sheriff, as property of the Sheriff's Office.

HIPAA Compliance – Each medical record shall be maintained in accordance with the laws in the State of Illinois and the Health Insurance Portability and Accountability Act of 1996 and any other state or federal privacy statute or regulation.

Contractor shall manage the prisoner medical co-pay system and review medical bills for reasonableness and necessity and indicate the public aid rate for individual bills.

Contractor shall make available to the Sheriff or County, unless otherwise specifically prohibited, at the Sheriff's or County's request, all records, documents and other papers relating to the direct delivery of health care services to the jail population hereunder. Contractor and its staff must coordinate care with mental health professionals who are concurrently providing specialized care.

The Sheriff's Office will purchase medical supplies and equipment as recommended by the contractor and as agreed by the Sheriff. The Contractor shall be responsible for all prescriptions. **Please also submit two additional options**. One making Harvoni (ledipasvir/sofosbuvir) [or a similarly expensive Hep. C curing medication.] the responsibility of the Sheriff and another one making Harvoni and HIV medications/cocktails the responsibility of the Sheriff.

Contractor shall be responsible to properly dispose of medical related bio-hazardous waste.

Mental Health Services:

The services provided by the Contractor include:

- 84 hours per week of on-site professional Mental Health Counselor Services, with staff being present and working from 7AM-7PM Monday thru Friday and 7am to 5pm Saturday and Sunday (i.e. vendor needs coverage for sick, holiday and vacation days)
- 24/7 on-call mental health counselor and psychiatrist services to be available, including responding on-site if necessary.
- Up to four (4) hours, once each week of on-site or remote Psychiatric Nurse Practitioner or Psychiatrist MD services to be on a regularly scheduled weekly basis. Please specify which you will be providing.
- Linkage services as per 20 Ill. Admin Code 701/60(e)

Contractor shall provide full inmate mental health screening within fourteen (14) calendar days after arrival. Contractor shall periodically review the mental health screening forms used by the jail and make adjustments, as appropriate, and approved by the Sheriff.

Contractor shall provide qualified mental health professionals to conduct evaluations and provide counseling and treatment on a timely basis and in a clinical setting for inmates in need as identified by Sheriff's staff or thorough screening.

Contractor shall assist the Sheriff in developing procedures for the voluntary and involuntary administration of medications, including psychotropic medications pursuant to 20IL ADC 701.40.

Contractor shall provide appropriate on-going mental health training, as requested by the Sheriff, of at least four (4) and eight (8) hours per year to Sheriff's staff. Training shall consist of but not limited to suicide prevention, mental health issues and mental health screen at admittance.

Each mental health record shall be maintained in accordance with the laws in the State of Illinois and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Mental Health and Developmental Disabilities Confidentiality Act (74) ILCS 110/1, et.seq.), 20 Ill Admin. Code 701.90(a)(9), and any other Illinois or federal privacy statute or regulation. Contractor will assist the County in complying with HIPAA with respect to mental health records.

Contractor shall make available to the Sheriff, unless otherwise specifically prohibited, at the Sheriff's request, all records, documents and other papers relating to the direct delivery of mental health care services to the jail population hereunder. Records maintained electronically will be transmitted to the Sheriff in a format usable by the Sheriff.

Contractor and its staff must coordinate care with medical health professionals who are concurrently providing specialized care.

Inmate fitness for trial evaluations and related treatment to become fit (other than that necessary to maintain basic needs) is not included in this RFP.

SERVICES FOR JUVENILE DETENTION CENTER

MEDICAL SERVICES:

The Contractor shall be responsible for all facets of health care for detainees. The Contractor will provide services with recognized medical standards, laws, rules and policies of the Court Services Department, and Illinois Juvenile Detention Standards.

Detainees covered include those housed at the Juvenile Detention Center, 400 S. Art Bartell Road, Urbana, Illinois.

Services provided by the Contractor include:

- On site health care unit.
- 21 hours per week Nursing Services (RN or LPN). In-person coverage provided seven (7) days per week from 8:00am to 11am. Vendor to provide coverage for sick, holidays and vacations.
- A minimum of 2 hours per week of on-site physician (Medical Doctor) services.
- 24/7 on call nursing and physician services.
- 8 hours per week on site professional mental health services.
- 24/7 on call professional mental health services.
- In-person or remote access to Psychiatric Nurse Practitioner or Psychiatric M.D. as needed PRN.
- Linkage to services for medical and mental health needs.

Should the Juvenile Detention Center Administration choose to comply with PREA, the Contractor will endeavor to comply with PREA, applicable PREA standards, and facilities policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the facility. The Contractor acknowledges that in addition to self-monitoring, the facility may conduct announced or unannounced monitoring to include on site monitoring.

Contractor shall not make staffing changes without prior notice to the Director or their designee. If the Director becomes dissatisfied with any health care personnel provided by the Contractor, the Contractor shall, following written notice from the Director of dissatisfaction and reasons, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Director within ten (10) days, the Contractor shall remove the individual from the premises. If in the sole judgement of the Director, immediate removal of any health care personnel is necessary, that person shall be removed and replaced forthwith. All staff will be subject to background check and approval by the Director or their designee prior to employment.

The Contractor shall provide alternative coverage for sick and vacation time of health care and mental health professionals.

Contractor shall provide full detainee health assessment within 48 hours of admission.

Contractor will assist Juvenile Detention Management with development of Emergency Action Plan.

Contractor will provide training program for staff of Juvenile Detention Center in accordance to needs established by the Superintendent of Detention, it shall include:

- CPR Training
- Defibrillator Training
- First Aid Training
- Identification of signs and management of detainees with developmental disability.
- Procedure for staff to screen detainees for medical needs.
- Provide appropriate ongoing mental health training, as requested by the Superintendent, topics to include psychotropic medications, suicide prevention, mental health issues and mental health screening at time of intake.

Contractor shall maintain complete and accurate records for the Juvenile Detention Center, as to who receives health care services. Medical records shall be kept separate from the detainee's confinement record. A complete original or applicable record shall be available to accompany the detainee to another institution. All medical records are to be kept confidential.

HIPAA compliance. Each medical record to be maintained in accordance with the laws in the State of Illinois and Health Insurance Portability and Accountability Act of 1996 and any other state or federal privacy statute or regulation. The Contractor shall make available to the Director, or their designee or the County unless specifically prohibited, at their request all records, documents or other papers relating to the direct delivery of health care services at the Juvenile Detention Center.

Contractor may offer a prescription program as part of the contract.

Contractor and their staff must coordinate care with mental health professionals who are concurrently providing specialized care.

Contractor shall meet quarterly with the Administration of Juvenile Detention Center concerning procedures within the Juvenile Detention Center and any proposed changes in health care procedures or other matters.

APPENDIX A STOCK DRUG LIST – JANUARY 2022 (page 1 of 3)

Acyclovir 800mg Allopurinol 300mg Alvesco Inhaler 160 Amlodipine 5mg/ 10mg Amiodarone 200mg Amoxicillin 500mg Aspirin 81mg/ 325mg Atenolol 25mg Atorvastatin 10mg/ 40mg Augmentin 875mg Azithromycin 500mg Bactrim DS Buspar 10mg Cipro 500mg Citalopram 20mg Clindamycin 150mg Clonidine 0.1mg Cogentin 0.5mg/ 2mg Coreg 6.25 Coumadin 1mg/ 5mg/ 10mg Cymbalta 60mg Depakote 500mg Diflucan 150mg/ 200mg Digoxin 0.25mg Dilantin 100mg Doxycycline 100mg Effexor 37.5mg Flagyl 500mg Flomax 0.4mg Glipizide 5mg Haldol 5mg Hydrochlorothiazide 12.5mg cap/ 25mg Ibuprofen 200mg Keflex 500mg Keppra 500mg Lamictal 25mg/ 100mg Lasix 20mg Lisinopril 2.5mg/ 5mg/ 10mg/ 20 mg Levaquin 750mg Levothyroxine 50mg/75mg/200mg Lexapro 10mg Lithium 300/30mg Loperamide 2mg Losartan 50mg Macrobid 100mg

STOCKED DRUG LIST – JANUARY 2022 (page 2 of 3)

Meclizine 25mg Metformin 500mg/ 1,000mg Metoprolol 25mg/ 50mg Milk of Magnesium Naproxen 500mg Paxil 20mg Stocked Drug List Aug 2017, page 2 of 2. Penicillin 500mg Plavix 75mg Potassium 10 Meq Prednisone 10mg Prenatal Vitamin Propranolol 20mg Prozac 20mg Risperidone 0.5mg/ 1mg/ 2mg Simvastatin 10mg/ 20mg/ 40mg Spironolactone 25mg Tegretol 200mg Trileptal 300mg Tylenol 325mg/ 500mg Vitamin B1 100mg Zoloft 50mg Zyprexa 5mg/ 10mg Allopurinol 300mg Biaxin 250mg Claritin 10mg Colace 100mg CTM 4mg Enalapril 5mg Folic Acid 1mg Finasteride 5mg Indocin 50mg Iron 325mg Mobic 7.5mg Multivitamin Mucinex 400mg Pravastatin 40mg Prazosin 1mg Prilosec 20mg Topamax 50mg Triamterene/ HCTZ 37.5mg/ 25 Tums Ventolin Inhalers 90 Mcg Visteraril 25mg Zantac 75mg Zofran 4mg Ear Wax Drops

STOCKED DRUG LIST – JANUARY 2022 (page 3 of 3)

Triamcinolone Cream Hydrocortisone cream A&D Ointment Orasol Lip OintmentAntifungal Cream Bacitracin Ointment Calamine Lotion Selsum Blue Lice Shampoo Glucose Tabs