



## Winnebago County - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

REQUEST FOR PROPOSAL	24P-2349	ISSUE DATE	May 29, 2024
RFP DESCRIPTION	<b>INMATE HEALTH CARE SERVICES- JDC &amp; JAIL</b>		
PROPOSAL DUE DATE	July 30, 2024	DUE TIME	2:00 PM (CST)
SUBMIT	1 ORIGINAL plus 6 COPIES and 1 memory stick		

### TO ALL PROSPECTIVE PROPOSERS:

You are hereby invited to submit your proposal for the services to be furnished, to the address specified herein. The original Request for Proposal and the required number of copies must be received in a sealed envelope/package that has your name and address in the upper left corner.

All proposals are subject to staff analysis. Winnebago County reserves the right to accept or reject any and all proposal received and waive any and all technicalities. Proposals must be delivered and time stamped, prior to the due date and time, to:

**WINNEBAGO COUNTY PURCHASING DEPARTMENT  
404 ELM STREET - ROOM 202  
ROCKFORD, IL 61101**

RFP RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE DUE DATE AND TIME (CST) SPECIFIED ABOVE. LATE PROPOSALS WILL NOT BE CONSIDERED. FACSIMILE AND/OR E-MAIL TRANSMITTED RFP WILL NOT BE ACCEPTED.

There will be a **MANDATORY Pre-Proposal Meeting & Site Tour on June 5, 2024 starting at the Juvenile Detention Center-5350 Northrock Drive, Rockford, Illinois 61103 at 10:00 AM which will then move on to the Criminal Justice Center-650 West State Street, Rockford, Illinois.**

Any communication regarding this RFP between the date of issue and date of award is required to go through the Director of Purchasing at [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov)

Sincerely,

Hope Edwards  
Director of Purchasing

<b>PROPOSER'S NAME &amp; CONTACT PERSON</b>	
<b>TELEPHONE &amp; EMAIL</b>	

**SCHEDULE OF EVENTS**

The following is the best estimate of the Schedule of Events. County reserves the right to revise the Schedule of Events at any time. Unless otherwise specified, the times provided are Central Standard Time. Proposals must be received no later than (“Proposal Due Date”) at the Purchasing Department, 404 Elm Street, Room 202 Rockford, IL 61101

<b>Schedule of Events</b>	<b>Date and Time</b>
Mandatory Pre-Proposal Meeting & Site Tour	June 5 <sup>th</sup> , 2024- Start at Juvenile Detention Center- 10:00 AM
Deadline for submitting Questions & Inquires	June 19, 2024 Noon
Responses to Questions	July 16, 2024 2:00 PM
Proposal Due Date & Public RFP Opening	July 30, 2024 2:00 PM
RFP Evaluation Committee	TBD

All proposals are subject to staff analysis. Winnebago County reserves the right to accept or reject any and all proposal received and waive any and all technicalities.

- ✓ Late proposals shall be disqualified from consideration.
- ✓ Sealed proposals shall be opened and acknowledged.
- ✓ Sealed proposal response envelopes/packages shall be clearly marked.
- ✓ County shall not be responsible for premature opening of a proposal, which is not properly sealed, addressed or identified.
- ✓ County assumes no responsibility for errant delivery of proposals relegated to a courier who fails to deliver in accordance with specified receiving point and time herein stated.
- ✓ Phone, fax, or email proposals shall not be accepted.
- ✓ Proposer’s submission of a proposal shall not bestow any rights upon Proposer nor obligate County, in any manner.

**PROPOSAL RECEIPT AND OPENING**

It is mandatory that all proposals be *signed by a duly authorized representative of the Proposer*, and be received by the RFP Due Date Deadline. Proposals must either be mailed or hand delivered to:

**Winnebago County Purchasing Department  
404 Elm Street - Room 202  
Rockford, Illinois 61101**

## **ADDENDUM AND SUPPLEMENT TO THE RFP**

County reserves the right, at any time, to amend any portion of this RFP in the form of an addendum or amendment at its own discretion and without prior notice. County reserves the right to withdraw and/or reissue the RFP in whole or in part at any time during the RFP process. County reserves the right not to award an Agreement pursuant to this RFP. If it becomes necessary or advisable to revise any part of this RFP, or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an RFP Addendum.

In the event that any addenda to this RFP are issued, a minimum public posting of 7 days will be adhered to, and could result in a revised Due Date. Addendum information will be available at the County's website [Purchasing Department \(wincoil.gov\)](http://Purchasing Department (wincoil.gov)) and we strongly suggest that you check a minimum 48 hours in advance of the RFP Due Date.

## **QUESTIONS AND INQUIRES**

Questions or inquiries regarding this RFP shall be submitted, in writing, no later than. All communications, including questions, must be directed to the Winnebago County Purchasing Department, at [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov). Provide company name, address, phone number, email, and contact person when submitting questions or inquires. *Individual responses to questions will not be provided.* NOTE: If any questions, inquires or responses require revision to this RFP as originally published, such revisions will be by formal addendum only.

In the event that any addenda to this RFP are issued, a minimum public posting of 5 days will be adhered to, and could result in a revised Due Date. Addendum information will be available at the County's website [Purchasing Department \(wincoil.gov\)](http://Purchasing Department (wincoil.gov)) and we strongly suggest that you check a minimum 48 hours in advance of the RFP Due Date.

### **1. INTENT**

The Winnebago County Purchasing Department is currently accepting sealed proposals from qualified organizations with the intent of awarding a health care services contract to provide on-site direct medical, phlebotomy, dental, mental health, administrative, and related health care services to persons in the custody of the Winnebago County Jail Facility and Juvenile Detention Center Facility both located in Rockford, Illinois.

### **2. DEFINITIONS**

As used throughout this RFP, the following definitions shall apply:

- A. **Addendum:** A written revision to this solicitation document issued to all Proposers.
- B. **Agreement:** Refers to the executed contract between the County and Contracting Entity.
- C. **AMA:** American Medical Association
- D. **Board:** Winnebago County Board
- E. **CAP:** Loss limit
- F. **Contact Person:** The County Director of Purchasing is the designated contact person.

- G. **County:** Winnebago County
- H. **Chronic Disease:** Illness or condition that affects an individual's well-being for an extended interval, usually at least 6 months, and generally is not curable but can be managed to provide optimum functioning within any limitations the condition imposes on the individual.
- I. **Chronic Disease Program:** A treatment plan and regular clinic visits. The clinician monitors the patient's progress during clinic visits and, when necessary, changes the treatment. The program also includes patient education for symptom management.
- J. **Company:** Individuals or firms that are responsible for the performance of services under a contract awarded by the County.
- K. **Contract:** Terms and conditions that substantially conform to this RFP's Program Requirements/Specifications/General Contract Terms that will be finalized through negotiation and executed by the selected Proposer and the County.
- L. **IDJJ:** Illinois Department of Juvenile Justice Standards
- M. **Jail:** Winnebago County Sheriff's Corrections Facility
- N. **JDC:** Juvenile Detention Center
- O. **NCCHC:** National Commission on Correctional Health Care
- P. **Pool:** Cost pool of County monies to pay for certain agreed to expenses
- Q. **Project Manager:** Contact person at the County after award
- R. **Purchasing:** Winnebago County Purchasing Department
- S. **Proposers:** Vendors, Proposers, businesses, organizations or firms that submit proposals in response to this RFP.
- T. **RFP:** Request for Proposal
- U. **Subcontractor:** An individual, firm, corporation or any combination thereof, having a direct contract with Contractor for the performance of a part of the work.
- V. **Value Added:** Optional services offered by Proposer that County might consider.
- W. **WCSO:** Winnebago County Sheriff's Office
- X. The terms ***inmate, detainee, and minor*** are used interchangeably throughout this RFP. Regardless of the term, they refer to the individual to which the County is seeking to provide services to or for.

### 3. GENERAL and FACILITY INFORMATION

The County of Winnebago is a unit of local government in the State of Illinois with a current population of more than 280,000 residents, as estimated by the US Census Bureau, within its 519 square miles. It is the 7th most populous County in Illinois. The governing body is the County Board, which is comprised of twenty members. The County has eighteen (18) constructed facilities in various locations totaling approximately 1,684,230 SF.

The goal of the Winnebago County is acquiring a medical provider to maximize the medical treatment and care of inmates and detainees occurring within the secured County Facilities in order to minimize the security risks of external transportation as well as the inappropriate utilization of staff unless deemed medically necessary.

For purposes of this RFP, the terms “medical services” and “health care services” may be used interchangeably; and the term inmate refers to any individual considered an inmate, prisoner, detainee, and arrestee, incarcerated or otherwise remanded person to the County Facilities.

**Current contracted providers for Jail:**

- University of Illinois College of Medicine Rockford
- Subcontractor: Soltis Dentistry (Jail only)
- Advance Correctional Healthcare (mental health care only)
- Cora Physical Therapy (PT services only)

**Current contracted provider for JDC:**

- University of Illinois College of Medicine Rockford
- Subcontractor: Rosecrance (mental health care only)

**Winnebago County Jail** The Facility houses both male and female and some sentenced inmates; generally having sentences of up to one (1) year. The average daily population is between 717 or more and the average length of stay for inmates is approximately 35 days. **Proposals should be based on an ADP of 720 for the first year of the new contract.** The inmate population is comprised of approximately 85 percent male and 15 percent female inmates.

The Winnebago County Jail is a 1,318-bed, direct-supervision facility, with more than 160 corrections officers. In addition to ensuring the safety and security of the facility, the staff and its inmates, a large part of the jail operations includes programming, with eight classrooms where classes such as GED, life skills, religious and substance abuse education are conducted.

The first floor of the Jail houses such functions as pre-booking, booking, bond out and the classification units. The second floor is comprised of all special-needs beds. Mental health, medical, maximum and segregation housing units are contained here and monitored in a modified direct supervision setting. The third and fourth floors are designed identically and hold the general housing unit population monitored under a direct supervision philosophy. Each housing unit contains its own medical exam room, which further reduces the need for inmate escorts. Fresh air recreation space is provided in each unit and can be utilized by inmates.

**Jail Statistics:**

Year	2021	2022	2023
Average Daily Population	755	769	812
Average Length of Stay (Days)	63	49	36
Jail Admissions	7705	8151	6342

### **Juvenile Detention Center (JDC)**

Is located at 5350 Northrock Drive, Rockford, Illinois 61103 and is operated under the supervision of the Chief Judge of the 17<sup>th</sup> Judicial Circuit.

The facility houses both male and female detainees who are awaiting appearances in juvenile court or who have been sentenced to the facility for up to 30 days. In 2017, the average length of stay was 29 days and the average daily population was 49.5. The proposal should be based on an average daily population of 50 for the first year of the new contract. The detainee population is comprised of approximately (85%) eighty-five percent male and (15%) fifteen percent female detainees.

The present site opened as a 32-bed facility in January 1992. The capacity of this building was expanded to 48 beds in 1995. The average age of youth are 14-17 years old. The building contains activity rooms, a kitchen, a dining room (which also serves as the visitation area), classrooms, laundry, gymnasium and an outdoor recreation area. All minors stay in separate rooms except during overcrowding conditions when the gymnasium and common areas are utilized for sleeping facilities.

Currently, the JDC has nursing staff on site between 8:00 AM and 11:00 AM as well as 7:00 PM and 10:00 PM every day. In addition, a nurse practitioner, doctor, or RN level medical person is on site two days a week for two hours each day to conduct physicals and do chart reviews. The nursing staff coordinates the distribution of all medication, including the contacting of parents or other parties to obtain prescriptions or refills, as well as conducting triage for minor injuries and addressing the minor's medical needs while they are in the Center. Parents or Legal Guardians are financially responsible for providing all prescription medications as well as for any emergency or ongoing medical services, which are deemed necessary by our current medical provider.

### **Juvenile Detention Statistics:**

<b>Year</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>Intakes</b>	324 Juveniles	250 Juveniles	377 Juveniles	402 Juveniles
<b>Average Length of Stay</b>	27 days	24 days	30 days	29 days
<b>Average Population</b>	23.6 youth	18.1 youth	33.5 youth	36.9 youth

#### **4. OBJECTIVE**

The primary objectives of this RFP shall be as follows:

1. Result in a contract between the selected Proposer (unless all proposals are rejected) and the County that shall provide the following:
  - A. Quality health services for inmates and detainees.
  - B. Operation of a health care system that is respectful of inmates' rights to basic health care.
  - C. Adherence to standards established by the NCCHC, Illinois Department of Juvenile Justice (IDJJ) and AMA for health care services in detention facilities.

- D. Development and implementation of a health care plan with clear objectives, policies and procedures, and with a process for documenting ongoing achievement of contract obligations (annual evaluations of compliance).
  - E. Operation of a fully staffed health service program twenty-four (24) hours a day, seven (7) days a week, using only licensed, certified and professionally trained personnel in the Jail.
  - F. Operation of a staffed health service program, using only licensed certified and professionally trained personnel in the Juvenile Detention Center. A minimum LPN level of nursing for five (5) hours per day, at least two (2) hours of which must occur between the hours of 6:30 PM and 10:30 PM, seven days per week. In addition, an appropriately licensed person to conduct physicals and chart reviews in compliance with Illinois Department of Juvenile Justice Standards must be on site weekly for a minimum of four hours. The hours must be distributed over two non-consecutive days. Mental Health Services must be provided by, at minimum, a MSW licensed person twenty (20) hours each week.
  - G. Assurance that required Federal, State and local requirements and standards of care are met.
  - H. Continuing education for staff.
  - I. Administrative leadership that provides for both cost accountability and responsiveness to the County.
2. Obtain data necessary for the evaluation of competitive proposals submitted by qualified Proposers.
  3. Provide a fair method of analyzing submitted proposals.

**5. MANDATORY PRE-PROPOSAL CONFERENCE AND FACILITIES TOUR**

All prospective Proposers who are interested in submitting bid proposals to this RFP are REQUIRED to attend the Mandatory Pre-Proposal Meeting and Site visits and are highly encouraged to participate in the tours. The **MANDATORY Pre-Proposal Meeting & Site visits will be on June 5, 2024 starting at the Juvenile Detention Center-5350 Northrock Drive, Rockford, Illinois 61103 at 10:00 AM which will then move on to the Criminal Justice Center-650 West State Street, Rockford, Illinois.**

- A. The purpose of this Pre-Proposal Conference and Facilities Tour shall be to familiarize all prospective Proposers with the Facilities and to answer any questions regarding this Request for Proposal.
- B. Proposers are requested to confirm their intention to attend by sending an email to Purchasing at [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov). Include name, title, phone and email for each attendee to participate.
- C. The following is a tentative schedule concerning the proposal process:

Event	Date and Time
Advertisement in the Rock Register Star	5/29/2024
Release of RFP and posting on County Website	5/29/2024
Mandatory Pre-Proposal & Tours	6/5/2024- 10:00 AM
Deadline for submitting Questions & Inquires	6/19/2024 Noon
Responses to Questions	7/16/2024- 2:00 PM
Proposal Due & Public RFP Opening	7/30/2024- 2:00 PM
Evaluation Committee	TBD
Bid Tab Posted on County website	TBD
Award by the County Board	TBD
Implementation of Contract	TBD

**6. ADDENDUM AND SUPPLEMENT TO THE RFP**

If it becomes necessary or advisable to revise any part of this RFP, or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an RFP Addendum. In the event that any addenda to this RFP are issued, a public posting a minimum of 5 days will be adhered to, and could result in a revised due date. Addendum information will be available at the County’s website [Wincoil.gov](http://Wincoil.gov) and we strongly suggest that you check a minimum 48 hours in advance of the RFP deadline.

**7. PROPOSAL RECEIPT AND OPENING**

It is mandatory that all proposals be *signed by a duly authorized representative of the Proposer*, and be received and time-stamped in the Winnebago County Purchasing Department not later than **2:00 PM on July 30, 2024**.

- a. Proposal may either be mailed or hand delivered to:  
**Winnebago County Purchasing Department**  
**404 Elm Street - Room 202**  
**Rockford, Illinois 61101**
- b. Late proposals shall be disqualified from consideration.
- c. Sealed proposals shall be opened and acknowledged.
- d. Sealed proposal response envelopes/packages shall be clearly marked with the company name, RFP number and title, and date and time of proposal opening.
- e. Winnebago County shall not be responsible for the premature opening of a proposal, which is not properly sealed, addressed or identified.
- f. Winnebago County assumes no responsibility for errant delivery of proposals relegated to a courier agent who fails to deliver in accordance with the specified receiving point and time herein stated.
- g. Telephone, facsimile or email proposals, addendum or modifications thereto, shall not be accepted.

**8. QUESTIONS AND INQUIRES**

Questions or inquiries regarding this Request for Proposal shall be submitted in writing no later than **Noon on June 19, 2024**. All communications, including questions must be directed to [purchasing@purchasing.wincoil.gov](mailto:purchasing@purchasing.wincoil.gov). Please provide company name, address,



phone number, e-mail and contact person when submitting questions or inquires. *Individual responses to questions will not be provided.* NOTE: If any questions, inquires or responses require revision to this RFP as originally published, such revisions will be by formal addendum only.

#### **9. RESPONSIBILITY OF PROPOSER**

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Winnebago County's "No Contact during Procurement" policy and shall only contact the person designated by this RFP.

#### **10. GENERAL CONTRACT TERMS AND CONDITIONS**

See **Appendix F** for mandatory general contract terms and conditions.

#### **11. GENERAL INSTRUCTIONS**

Proposers are hereby notified this RFP does not commit Winnebago County to award a contract or pay any costs incurred in the preparation of a proposal, including any potential negotiation or interview costs. The County reserves the right to issue addendum or amendments to this RFP. Award of any contract will be initiated after a careful analysis of all proposals. Furthermore, the County reserves the discretionary right to refuse any and all proposals.

- a. Failure to follow the format instructions may result in a negative evaluation of the Proposer's proposal.
- b. Offers must be valid for a minimum of 150 calendar days.
- c. All contract employees will be required to submit to a criminal background check. The County shall have the sole discretion to determine security acceptability of all contract employees at any time during the contract period.
- d. Inability of a person to work based upon that individual's background or security check or due to an individual's lack of cooperation in those checks does not excuse the selected Proposer from fully complying with staffing requirements.
- e. Personnel found to be an unacceptable security risk in the sole judgment of the County, will be denied access. Denial of access can be done without prior notice to the selected Proposer or the affected contract employee. Past history does not necessarily preclude someone from working in the Facilities. Once cleared through the background process, contract personnel shall be required to wear an Identification (ID) badge at all times while on site.
- f. Contract employees shall be required to comply with all Facility rules, regulations, directives, and bulletins, including dress code.
- g. Contract staff shall not fraternize with inmates/detainees or otherwise engage in activities with inmates that could disrupt operations.
- h. All contract personnel who will have any contact with inmates/detainees will be allowed into any secure area(s) of the Facility shall be required to attend orientation classes conducted by Facility staff within thirty (30) days of the awarding of the contract.

- i. The Proposer's failure to meet the mandatory requirements of the RFP will result in the disqualification of the proposal from further consideration.
- j. Submission of a proposal confers no rights on the Proposer to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at Winnebago County's discretion and shall be made in the best interest of the County.
- k. The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposers to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

#### **JAIL - SCOPE OF WORK (Jail only)**

The successful Proposer shall provide appropriately licensed and certified medical staff to maintain health care services as specified herein to inmates in the Jail Facilities. Health care services in the Jail shall be provided twenty-four (24) hours per day, seven (7) days per week including all holidays.

- l. Health care services shall consist of on-site professional medical, dental and related health care and administrative services for persons in the custody of the County. Services shall include, but are not limited to the provision of sick physician and nursing coverage for sick-call and routine care visits, infirmary care, medical specialty services, physical therapy, emergency medical care, medical records management, pharmacy services, health education and training services, a quality assurance program, administrative support services, and other services as specifically described.
- m. Health care services shall include a program for preliminary screening of inmates to confirm no preexisting emergent or urgent medical are identified upon arrival at the Facility. The preliminary screening is followed by an additional comprehensive health/mental health evaluation of each inmate within 14 days of admission to the Facility.
- n. The County is open to options from Proposers on different types of payment terms for health care services and materials provided. Proposers are encouraged to offer in their Proposals more than one type of method for County consideration, such as deductibles, Cap (loss limit) or Cost Pool.
- o. The Facility is not currently accredited by the National Commission on Correctional Health Care (NCCHC) but attempts to meet or exceed their guidelines. The selected Proposer is responsible for developing, implementing, operating, and maintaining a health care system for inmates that meets or exceeds the American Medical Association and NCCHC accreditation standards.
- p. The selected Proposer shall keep on file copies of their Policies and Procedures Manual to maintain standards.
- q. The selected Proposer is responsible for ensuring all medical staff providing health care services at the Facility maintain current licensures, registrations, and certifications as are medically and legally required to provide such services. The selected Proposer shall keep on file at the Facility current copies of all such

- certifications, licenses, registrations, and other accreditations or endorsements for all medical staff assigned to the Facility, and will provide a quarterly report reflecting the status of each medical staff member to the Project Manager.
- r. Selected Proposer shall have **sole** responsibility for hiring and training employees in accordance with all applicable local/State/Federal laws. Existing contract Facility nursing staff shall be given first right of refusal for positions with the selected Proposer.
  - s. The Proposer shall be responsible for all facets of health care services for inmates. The Proposer will provide services with recognized medical standards, laws, rules and policies of Jail and WCSO.
  - t. The Jail complies with PREA, the Proposer 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 Proposer acknowledges that in addition to self-monitoring, the facility may conduct announced or unannounced monitoring to include on site monitoring.
  - u. Proposer shall not make staffing changes without prior notice to the Project Manager or their designee. If the Project Manager becomes dissatisfied with any health care personnel provided by the Proposer, the Proposer shall, following written notice from the County of dissatisfaction and reasons, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the County within ten (10) days, the Proposer shall remove the individual from the premises. If in the sole judgement of the Project Manager, 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 approval prior to employment.
  - v. The Proposer shall provide alternative coverage for sick and vacation time of health care and mental health professionals.
  - w. Proposer shall provide full health assessment within 14 days of admission.
  - x. Proposer will assist Jail staff with development of Emergency Action Plan.
  - o. Proposer will provide training program for staff of Jail in accordance to needs established by the WCSO, it shall include:
    - CPR Training
    - Defibrillator training
    - First Aid Training
    - Identification of signs and management of inmates with developmental disability.
    - Procedure for staff to screen inmates for medical needs.
    - Provide appropriate ongoing mental health training, as requested by the WCSO, topics to include psychotropic medications, suicide prevention, mental health issues and mental health screening at time of intake.
  - p. Proposer shall maintain complete and accurate records for the Jail, as to who receives health care services. Medical records shall be kept separate from the

inmate's confinement record. A complete original or applicable record shall be available to accompany the inmate to another institution. All medical records are to be kept confidential.

- q. 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.
- r. Proposer shall meet quarterly with the Administration of Jail concerning procedures within the Jail and any proposed changes in health care procedures or other matters.
- s. The Proposer shall not be responsible for the provision of elective medical care to inmate "Elective Medical Care" means medical care, which if not provided, would not in the opinion of the Medical Director cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being.

## **12. JDC - SCOPE OF SERVICES for JUVENILE DETENTION CENTER**

The successful Proposer shall provide appropriately licensed or certified medical staff to maintain health care services as specified herein to inmates in the JDC. Health care services in the JDC Facility shall be provided, for emergency (on-call), twenty-four (24) hours per day, seven (7) days per week including all holidays. Otherwise, medical staff is required as noted below in this RFP.

- a. Health care services shall consist of on-site professional medical and related health care and administrative services for persons in the custody of the County. Services shall include, but are not limited to the provision of sick physician and nursing coverage for sick-call and routine care visits, infirmary care, emergency medical care, medical records management, pharmacy services, health education and training services, a quality assurance program, administrative support services and other services as specifically described.
- b. Health care services shall include a program for preliminary screening to confirm no preexisting emergent or urgent medical are identified upon arrival at the Facility. The preliminary screening is followed by an additional comprehensive health/mental health evaluation of each inmate seven (7) days of admission to the Facility.
- c. The County is open to options from Proposers on different types of payment terms for health care services and materials provided. Proposers are encouraged to offer in their Proposals more than one type of method for County consideration, such as Cap (loss limit) or Cost Pool.
- d. The Facility is not currently accredited by the National Commission on Correctional Health Care (NCCHC) but attempts to meet or exceed their guidelines. The selected Proposer is responsible for developing, implementing, operating, and maintaining a health care system for inmates that meets or exceeds the American Medical Association and NCCHC accreditation standards.
- e. No language or description contained in a resulting contract or its

appendices is intended, nor shall be interpreted, in such a way as to relieve the selected Proposer from its obligation to achieve and continually maintain its operation in accordance with NCCHC standards and IDJJ.

- f. County shall agree to exercise good faith and shall reasonably cooperate with the selected Proposer's accreditation efforts.
- g. The selected Proposer shall provide the Project Manager with a copy of the accreditation certificate and all subsequent renewal accreditation certificates. The selected Proposer shall keep on file copies of their Policies and Procedures Manual.
- h. The selected Proposer is responsible for ensuring all medical staff providing healthcare services at the Facility maintain current licensures, registrations, and certifications as are medically and legally required to provide such services. The selected Proposer shall keep on file at the Facility current copies of all such certifications, licenses, registrations, and other accreditations or endorsements for all medical staff assigned to the Facility, and will provide a quarterly report reflecting the status of each medical staff member to Project Manager.
- i. Selected Proposer shall have **sole** responsibility for hiring and training employees in accordance with all applicable local/State/Federal laws. Existing contract Facility nursing staff shall be given first right of refusal for positions with the selected Proposer.
- j. The Proposer shall be responsible for all facets of health care for detainees. The Proposer will provide services with recognized medical standards, laws, rules and policies of the Court Services Department, and Illinois Juvenile Detention Standards.
- k. Detainees covered include those housed at the Juvenile Detention Center. Services provided by the Proposer include:
  - On-site health care unit.
  - 35 hours plus per week Nursing Services (RN, or LPN) **(Please detail how many hours you can provide)**. The service must cover the majority of med passes, which are required each day.
  - Minimum of 4 hours per week of on-site physician services with the services must be available on two or more days per week.
  - 24/7 on-call nursing and physician services.
  - A satellite dental lab (if possible). Please detail options.
- l. The Juvenile Detention Center complies with PREA, the Proposer 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 Proposer acknowledges that in addition to self-monitoring, the facility may conduct announced or unannounced monitoring to include on site monitoring.
- m. Proposer shall not make staffing changes without prior notice to the Deputy Director of Court Services-Detention Division or their designee. If the Deputy

Director becomes dissatisfied with any health care personnel provided by the Proposer, the Proposer shall, following written notice from the County of dissatisfaction and reasons, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the County within ten (10) days, the Proposer shall remove the individual from the premises. If in the sole judgement of the Deputy Director or their designee, immediate removal of any health care personnel is necessary, that person shall be removed and replaced forthwith.

- n. All staff will be subject to County background check and prior to employment. In an effort to streamline the background process, individuals who have been background checked and approved to work at the Jail will be considered approved to work at the JDC. In the event that the Jail withdraws the approval to work at the Jail the authorization to work at the JDC is also withdrawn.
- o. The Proposer shall provide alternative coverage for sick and vacation time of health care and mental health professionals. In accordance with the Illinois Department of Juvenile Justice Standards, the Proposer shall provide a full detainee health assessment within seven (7) days of admission.
- p. Proposer will assist JDC management with development of Emergency Action Plan.
- q. Proposer will provide training program for staff of JDC in accordance to needs established by the County, 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 JDC, topics to include psychotropic medications, suicide prevention, mental health issues and mental health screening at time of intake.
  - Universal Precautions
- r. Due to the 24-hour nature of the facility, the Proposer is encouraged to provide the training in the form of online courses or through the use of DVD's rather than the typical classroom setting. All training must conclude with a pass/fail assessment tool to ensure staff comprehension of the topic trained. Certificates of Completion which include the number of training hours for each completed class must be supplied.
- s. Proposer shall maintain complete and accurate records for the JDC, 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 as subsequently amended and any other applicable state or federal privacy statute or regulation.

- t. The Proposer shall make available to the JDC, 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 JDC.
- u. Proposer may offer a prescription program as part of the contract. The Proposer's staff is responsible for contacting parents/legal guardians to arrange for prescription medications to be dropped off and to call either them or a pharmacy to obtain refills. A minimum of a five (5) day supply of medication is to be maintained in the Facility. It is the Proposer's responsibility to accept medications; confirm the prescription and doses; and dispense the medication based on the confirmed dosing schedule.
- v. Upon intake into the Facility, the Medical Director is responsible for the health of the minor and therefore the prescriptions, which are dispensed. The Proposer's staff shall coordinate medical care with the minor's outside medical provider whenever possible.
- w. Proposer and their staff must coordinate care with mental health professionals who are concurrently providing specialized care.
- x. At least quarterly, the Proposer shall meet 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.
- y. The Proposer shall not be responsible for the provision of elective medical care to detainees. "Elective Medical Care" means medical care, which if not provided, would not in the opinion of the Medical Director cause the detainee's health to deteriorate or cause definite harm to the detainee's well-being.
- z. The Proposer should provide x-rays and other mobile services, the removal of stitches, follow ups after emergency room visits and school physical, as well as, basic medical services. We would like physical therapy to also be a mobile services.

### **13. QUALIFICATIONS OF PROPOSER (for both Jail and JDC)**

Proposals shall be considered only from businesses and organizations normally engaged in providing the type of services specified within the RFP. Proposers shall possess sufficient demonstrated capability to ensure prompt and efficient contract medical service to the County. In the determination of the evidence of responsibility and ability of the Proposer to perform in accordance with the provisions of this RFP, the County reserves the right to investigate the financial condition, experience record, personnel, equipment, other contract facilities, and organization of the Proposer. The County shall determine whether the evidence of responsibility and ability to perform is satisfactory, and shall make a recommendation for award only when such evidence is deemed acceptable. The County reserves the right to reject a proposal when evidence indicates an inability to perform as specified.

For contract award consideration, the Proposer shall meet the following minimum qualifications:

- a. A demonstrated capability of providing correctional health care services, and previous experience with proven effectiveness in administering correctional health care programs of the size and scope specified herein.
- b. Minimum of five (5) years' experience in providing health care services at correctional facilities with a population of 550 or more inmates.
- c. Minimum of three (3) years' experience in providing health care services at juvenile detention facility with a population of 15 or more juvenile detainees between the ages of 10 and 17.
- d. Satisfy the insurance requirements as specified in this RFP.
- e. Documented experience with Illinois Department Juvenile Justice (IDJJ) or similar agency in another State in a juvenile detention facility.
- f. Demonstrated ability to provide a system of technical and medical support to the Proposer's on-site personnel.
- g. Proven ability for an immediate contract start-up.
- h. Demonstrated recruiting capabilities and the ability to continually maintain contractual staffing requirements.
- i. Central office capability to supervise and monitor the program, ensuring consistent, satisfactory level of service.

**14. RESPONSE FORMAT REQUIREMENTS (for both Jail and JDC)**

Hard copy proposal responses must follow the requirements below.

- a. Provide all information requested on standard 8 ½" 11" paper using 12 font.
- b. Do not include advertising materials or brochures.
- c. Submit one (1) original, plus six (6) copies of the proposal, and one (1) copy of the proposal on a USB flash drive. The original must be identified as an original and the copies identified as copies. The original and copies must not be assembled with spiral binding. Clipped copies are preferred and original in a binder.
- d. Submit proposal information in specific order provided in the following RFP **Section – 16. Response Content**

**15. RESPONSE CONTENT**

- a. **Title Page:** Show RFP number and title, Proposer's name and office address, and name, email and telephone of contact person for all matters regarding the RFP response.
- b. **Table of Contents:** Proposer's response shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers. Tabs should separate each of the individual sections. Pages must be numbered.
- c. **Cover Letter:** Must be signed by an authorized representative (individual authorized to bind, negotiate, and answer questions for the Proposer). Proposal responses shall include a cover letter describing the Proposer and include the following information:



- i. The official name of the Proposer.
  - ii. Proposer's organizational company structure.
    - iii. The address of the Proposer's headquarters and the address of any local office from which the services will be provided.
    - iv. Proposer's Federal Tax Identification Number.
    - v. Signed certification regarding debarment, suspension, supervision, and other responsibility matters, **Attachment B**.
- d. **Proposer's Qualifications and Experience:** Proposer's response shall include a detailed summary that includes:
- i. Profile
  - ii. Experience – Describe the Proposer's experience in providing health care services and list the following:
    1. All contracts performed in the last 5 years involving a minimum population of 550 inmates. If the Proposer was cancelled for any reason or terminated for default, the Proposer is to provide an explanation for circumstances surrounding the default.
    2. If the Proposer was cancelled for any reason or terminated for default, the Proposer is to provide an explanation for circumstances surrounding the default for any juvenile detention facilities.
    3. Facility name, address, and the total dollar value of each contract.
    4. A brief description of the services, population ADP and the period of performance.
    5. Point of contact, telephone, email and mailing address for each contract.
- e. **Litigation and Settlement History:** The Proposer is required to document their involvement in medical service lawsuits over the past ten (10) years to include the total number, how many were dismissed, how many were settled and at what cost, and how many are still pending. Furthermore, Proposer is to provide a history of any civil rights claims filed in Federal Court. Failure to fully disclose default, lawsuit, or civil rights claims information may be grounds for rejection of the Proposer's proposal.
- f. **Key Personnel Plan** (provide a separate one for Jail and JDC): Proposer will provide (at a minimum) information on staff experience including designating the key position individual(s) who will serve as the Health Services Administrator, Director of Nursing, and Medical Director as well as the Proposer's representative responsible for managing the contract. Included detailed resumes indicating their experience managing inmate health care services in operations of similar size and scope. Include detail on how the staff would be used between both Facilities. NOTE: Only one Medical Director is needed to manage both Facilities.

- g. **Staffing Plan** (provide a separate one for Jail and JDC): The selected Proposer shall agree to provide such medical, mental health, dental, technical, administrative and support personnel as shall be necessary to ensure full compliance with NCCHC IDJJ standards. The staffing plan should address the following:
- i. A description of a staffing plan for each Facility to meet the requirements of service listed in the request for proposal. This plan shall include both medical staffing as well as staffing for mental health providers.
  - ii. Selected Proposer shall utilize an independent health care professional to perform a systematic review of jail medical and mental health service. This process will be conducted semi-annually and selected Proposer shall share results in a comprehensive review by both the County and the selected Proposer. The systematic review will ensure adherence to NCCHC, Illinois Department of Juvenile Justice, Illinois Department of Corrections, and AMA guidelines.
  - iii. Proposer's ability to accommodate current medical staff, including plan and timeline if accommodation is possible.
  - iv. Plan for medical staff recruitment, including steps taken to achieve staff retention.
  - v. Quality control plan to maintain accreditations and licenses.
  - vi. Include licensure details in staffing plan(s).
  - vii. A description of Proposer's in-house training program for basic security.
- h. **Staffing Plan Revisions:** Should subsequent revisions to the accreditation standards require a material change in staffing or other resources, resulting in an actual increase or decrease in the cost of performance, either the County or the selected Proposer may request that compliance with the revised accreditation standards be treated under separate negotiations, and the monthly amount payable to the selected Proposer as set forth in a resulting contract could be increased or decreased accordingly.
1. Once a medical staffing plan is submitted and accepted by the County from the selected Proposer, this staffing plan will form the basis for determining vacancy penalties. In the event the selected Proposer leaves any full-time equivalent position vacant (unstaffed) for a period of thirty (30) days or more, the selected Proposer agrees to pay the County liquidated damages (applied retroactively to the date the vacancy commenced) in the amount of the actual compensation cost of the vacant position.
  2. A staffing position shall be deemed filled when the selected Proposer is paying a Proposer employee to fill the position. Compensation will be calculated using the hourly rate of the position (including benefits) multiplied by the number of hours that the position is not filled by the selected Proposer. The liquidated

damages shall be deducted from the amount owed by the County to the selected Proposer the following month. The selected Proposer will provide a report of unstaffed hours to the Project Manager by the 15th calendar day of each month.

- i. **Senior Oversight:** A senior regional official from the selected Proposer shall visit the Facilities not less than once a quarter, or more frequently as required to review performance and other matters deemed important to the County.
- j. **Current Client References:** The Proposer shall submit references for adult jail and juvenile detainee health care services that the Proposer has provided under contract in the last five (5) years similar to those specified herein. Include the facility name, number of inmates or juvenile detainees, address, point of contact, title, telephone and email for each reference. Ensure all references have given Proposer permission to be contacted by County.
- k. **Accreditation:** The Proposer shall indicate accreditation experience in the past ten (10) years including agency providing accreditation and any loss of accreditation with associated reasons for loss.
- l. **Work Plan:** The Proposer shall submit provide a proposed approach to satisfy the requirements as outlined in this RFP. As part of the work plan, the Proposer should address the following items:
  - i. An understanding and acceptance of the RFP Program Requirements and Specifications.
  - ii. Exceptions to RFP conditions and/or requirements must be listed and reasons for the exceptions clearly defined with possible alternative solutions, if applicable. Use form **Attachment G EXCEPTIONS & DEVIATIONS** to list all exceptions. It is intended that any resultant contract awarded is expected to contain substantially the same terms and conditions set forth in this RFP. The County shall solely determine the acceptability of any exceptions.
  - iii. Scope of services, including any optional (as Value Added) offerings.
  - iv. A transition plan to include start-up time to implement required health care services. The selected Proposer can commence transitioning with the incumbent medical services providers once the County Board has awarded a contract.
  - v. A copy of typical operational policies and procedures to include follow-up on referrals, lab and radiology results.
  - vi. A list of major equipment to be provided including any optional equipment as well as disposition of same at contract termination.
  - vii. If available, copies of actual contracts with local hospitals in Winnebago County, or a generic contract.
  - viii. If available, copies of contracts with pharmaceutical companies or pharmaceutical distributors.
  - ix. Describe any subcontracting activities Proposer anticipates to

perform required medical services as described in the RFP.  
Use form **Attachment E Subcontractors**, to list all proposed subcontractors and their anticipated roles.

- m. **Financial Plan:** Proposer must describe how a budget and billing to the County will be handled and the expected terms for payments by the County to the Proposer. shall provide the following:

**Budget Narrative.**

- i. Proposed budget for all cost of care, including all necessary equipment, as outlined in this RFP and appendices thereto. This budget shall also include selected Proposer's anticipated plan for billing County for costs associated with outside hospital and health care facility expenses and outside hospital mental health service expenses with the single exception of those mental health services provided for inmates who are court-ordered to a State facility for such treatment or comparable provider offering similar services, and ambulance services, if required.

Cost of any optional health care services that the selected Proposer could additionally provide that would reduce the level of outside health care required.

- ii. Detailed explanation on Cost Pools, Caps, Flat Fee and any deductible options for the County's consideration.
- iii. The initial proposal should include audited financial statements of any guarantor, e.g., annual report to stockholders, SEC Form 10K, and the guarantor's most recent credit rating from each rating agency that has issued a rating for the guarantor. A Proposer may place a proprietary legend on those pages containing confidential financial information, with the understanding that any claim for confidentiality is subject to legal review for applicability to the Illinois Public Records Statute, and such legends may be voided.
- iv. The selected Proposer, if requested by the County, shall provide additional audited financial statements for each subsequent year of contract, within 180 days of Proposer's fiscal year end.
- v. If a cost pool budget is accepted by the County, any unused cost pool monies will be reimbursed or credited to the County.

- n. **Proposer's Contract or Agreement:** Proposer shall provide the following:

- i. Sample Contract for JDC
- ii. Sample Contract for Jail
- iii. Sample Proposer's Contract Terms and Conditions for each Facility.
- iv. Complete List of Drug Formulary to be used

**16. EVALUATION CRITERIA and SELECTION PROCESS**

All proposals will be evaluated by an **Evaluation Committee** (Committee). The Committee may be composed of County staff and other parties that may have expertise

or experience in the services described herein. The Committee will review the submittals and will score the proposals. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the County Purchasing Department only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation process and risk possible disqualification.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. The Committee will review and score all proposals based on the qualifications and information provided AND any information provided by the Proposer in the requested Appendixes and Attachments.

Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of County’s requirements as set forth in this RFP.

If needed, the selection process MAY include interview oral presentations. The selected Proposer(s) will be notified of the time and place of the oral interview presentation, and if any additional information that may be required to be submitted. It is the intent of the County to conduct a fair and comprehensive evaluation of all proposals received. The contract for this RFP will be awarded to the proposer who submitted a proposal that is most advantageous to the County.

All proposals will be evaluated and scored according to the following RFP Evaluation Criteria. A proposal with a high score will be deemed of higher quality than a proposal with a lesser score. The final maximum score is one hundred (100) points with optional points of (up to 10) for Value Added Services. Value Added Services will only be scored if the services is of “value” to the County.

<b>PHASE 1: Proposal and Attachments Evaluations</b>			
	<b>RFP Evaluation Criteria</b>	<b>Maximum Points</b>	<b>Proposer’s Score</b>
1	<b>Completeness of Response</b> <i>Were the instructions and format requirements followed? Standard contract and all other requested information plus attachments included; use of tabs markers</i>	10	
2	<b>Qualifications &amp; Experience</b> <i>including litigation history</i>	20	
3	<b>Project Approach</b>	30	
5	<b>Availability of Key Personnel</b>	5	
6	<b>Relevant Project Experience &amp; References</b>	15	

7	<b>Cost/Fee Proposal</b>	20	
8	OPTIONAL: <b>Value Added Service(s)</b> <i>Are they of value to the County</i>	Up to 10	
	<b>PHASE 1 Total</b>		
	<b>PHASE 2: Interview Oral Presentations</b> <i>(is Optional – Numbers 9 and 10)</i>	<b>Maximum Points</b>	<b>Score Points</b>
9	<b>Oral Presentation</b> , <i>if requested</i>	10	
10	<b>Q &amp; A Responses</b> , <i>if requested</i>	5	
	<b>PHASE 2 Total</b>		
<b>TOTAL PHASE 1 &amp; 2</b>			

If needed, the selection process MAY include interview oral presentations. An Interview list **may** be created to allow ONLY the top scoring firm(s) the opportunity to respond to questions from the Committee relevant to the submitted proposal(s) during the interview oral presentations to the Committee. The County, for even the top scoring proposal, may not request or require interview oral presentations. The Committee may select the single highest scoring proposal for award without the optional interview oral presentations step.

It is the intent of the County to conduct a fair and comprehensive evaluation of all proposals received. The contract for this RFP will be awarded to the Proposer who submitted a proposal that is most advantageous to the County.

The Committee will recommend an award to the Sheriff, Chief Judge and the Winnebago County Board for the highest scoring proposal. The Winnebago County Board will make the final decision as to award of a contract.

#### 17. DURATION OF AGREEMENT

The County reserves the right to engage the selected Proposer for an initial term of one (1) year, with the option to renew for four (4) additional one-year terms at the sole discretion of County based upon performance, negotiations of services delivery, and costs for subsequent extension. Once awarded, a resulting contract is not assignable by the selected Proposer either in whole or in part without prior written consent by Winnebago County Board.

- a. Pricing shall remain firm for the initial contract period. Exceptions are subject to negotiation between the selected Proposer and the County and will be considered or approved at the sole discretion of the County.
- b. A request to adjust pricing for renewal period will be subject to negotiation between the selected Proposer and the County. Requests for pricing increases shall require written justification. Approval of requested increase is not guaranteed; consideration and approval will be at the sole discretion of the County. Request must be submitted in writing to the County designated Contract Administrator and the Director of Purchasing no less than 120 days

prior to the expiration of the current agreement period.

NOTE: Two separate (Jail & JDC) contracts will be signed with a single Proposer with all the terms and conditions from this single RFP.

**18. AWARD/ACCEPTANCE/REJECTION OF PROPOSALS**

Winnebago County shall not be liable for any costs incurred by Proposers prior to the execution of the resulting Agreement. The County further reserves the right to award this RFP to a qualified Proposer who, in the opinion of the County, submits the most comprehensive and advantageous proposal to the County. In all instances, the decision rendered by Winnebago County shall be final.

- a. Winnebago County reserves the right to reject any or all RFP proposal, and to waive any informalities or irregularities.
- b. Winnebago County reserves the right to hold RFP responses for a period of 150 days from due date before awarding or rejecting said proposals.
- c. A contract shall not be assigned to any other person or entity without the consent of Winnebago County. Requests for assignment shall be submitted, in writing, to the Director of Purchasing. The County shall have the sole discretion to approve or deny contract assignment requests.

**19. APPEALS AND REMEDIES**

**Bid Protests**

Any actual or prospective bidder or Proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Purchasing. Any protest must be submitted in writing within five (5) business days from the issuance of the solicitation, addendum, and notice of award or other decision by the Purchasing Department. In the event of a timely protest, the Director of Purchasing after consulting with the State's Attorney Offer shall determine whether it is in the best interests of the County to proceed with the solicitation or award of the contract.

When a protest is sustained and the protesting Proposer should have been awarded the contract under the solicitation but is not, then the protesting Proposer shall be entitled only to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

**Contract Claims**

All claims by a Proposer against the County relating to a contract, except bid protests, shall be submitted in writing to the Director of Purchasing. The Proposer may request a conference with the Director of Purchasing on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

**Authority to Settle Bid Protests and Contract Claims**

The Director of Purchasing, after consultation with the State's Attorney, is authorized to settle any procedural protest regarding the solicitation or award of a County contract prior to an appeal to the County Board, or any committee thereof. The Director of Purchasing, after consulting with the State's Attorney, is authorized to make

recommendations on the settlement of any monetary claim to the appropriate Committee of the County Board for their consideration. If the protest or claim is not resolved by a mutual agreement, the Director of Purchasing shall promptly issue a decision in writing, and it shall be immediately mailed or otherwise furnished to the Proposer. The decision shall state the reasons for the decision reached, and shall inform the Proposer of its appeal rights. The Director of Purchasing's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision, the County Board Chairman receives a written appeal from the Proposer. If the Director of Purchasing does not issue a written decision regarding any protest or claim within ten (10) business days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

### **Appeal Process**

Any actual or prospective Proposer or Proposer may appeal a decision of the Director of Purchasing regarding bid protests or contract claims to the County Board Chairman. The Director of Purchasing's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision the County Board Chairman receives a written appeal regarding the Director of Purchasing's decision. The County Board Chairman shall, in writing, render a decision within ten (10) business days. The decision of the County Board Chairman is final.

### **Elected County Officials**

Decisions and determinations are subject to the review and approval of Elected County Officials as provided by State law.

## **21. APPEAL BY UNSUCCESSFUL PROPOSER**

Any unsuccessful Proposer may appeal a pending bid award prior to confirmation of award by the County Board. The appellant must:

- a. Submit a written protest to the Director of Purchasing within five (5) business days after the release of the recommendation for award or notice of intent to award by the County Purchasing Department.
- b. Describe, in the written protest, the issues to be addressed on appeal.
- c. Post, with the written protest, a bond with good and solvent surety authorized to do business in this state or submit other security in a form approved by the County, who will hold the bond or other security until a determination is made on this appeal.
- d. Post the bond or other security in the amount of 20% of the total dollar value of appellant's bid, up to a maximum bond or other security amount of \$100,000.
- e. Not seek any type of judicial intervention until the County has rendered its final decision on the protest.
- f. Winnebago County will stay any award actions until after the Director of Purchasing has responded in writing to the protest. If the appellant is not satisfied with the response, appellant may then protest to the County



Board, who will render a final decision for the County. No bid protests will be heard by the Board unless the Proposer has followed the appeal process.

- g. If an appeal is granted, the full amount of the posted bond will be returned to the appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by the County because of the unsuccessful appeal.
- h. Winnebago County is not liable for costs, expenses, attorney's fees, and loss of income or other damages sustained by the appellant in a bid process.

## **22. GOVERNING LAW**

The laws of the State of Illinois shall apply in all disputes arising out of this RFP and/or any resulting agreement. See **Appendix F** for additional information.

### **APPENDIX A - JAIL** **PROGRAM REQUIREMENTS AND SPECIFICATIONS**

The selected Proposer shall be expected to meet the following program requirements and specifications. This listing is not intended to be all-inclusive, but to serve as a guideline, with recommendation, for the development of a Health Care Program for the population in the custody of the County. This includes the responsibility for providing primary medical and dental care, as well as mental health services. This responsibility provides for admission evaluation, sick call, infirmary care, pharmacy care, medical clearances for intra and inter-agency inmate transfers, and the continuing care of identified health problems, detoxification and emergency services.

#### **A1 Administrative Requirements for Jail**

1. A fully functioning Health Care Program operating twenty-four (24) hour per day, seven (7) days per week including holidays. Program must be fully staffed and operated by licensed, certified and professionally trained medical personnel.
2. Qualified Mental Health professionals must be available seven (7) days per week for a minimum of eight (8) hours Monday through Friday and four (4) hours each on Saturday and Sunday. Additional on-site Psychiatrist support required four (4) hours every two weeks. No major holiday coverage required.
3. A singular designated licensed practicing physician (Medical Director) to oversee medical treatment to inmates, and charged with the responsibility for assuring the appropriateness and adequacy of inmate health care. The Medical Director will also be the same person to oversee the JDC; a separate Medical Director is not required.
4. A licensed, practicing dentist and dental staff to provide services
5. A Health Care Administrator to:
  - a. Plan, organize, and coordinate medical professional and technical staff;
  - b. Maintain a comprehensive and fully compliant medical record keeping system;

- c. Maintain financial accountability to the Project Manager; and
  - d. Serve as liaison to the Project Manager to collaborate and resolve complaints related to services provided.
6. One (1) full-time Head/Supervising Nurse with a **minimum** Registered Nurse (RN) degree must be on duty and on-site twenty-four (24) hours at the Facility. During the scheduled absence of the Head Nurse, at minimum the highest seniority Registered Nurse must be in charge on-site
  7. Copies of clearly defined written Agreements of Understanding for twenty-four (24) hour service with area hospitals, physicians, ambulance companies, and others involved in providing care to inmates shall be provided to and approved by the Project Manager.
  8. A written plan regarding continuity of care and balance of formulary in cooperation with medical, correctional and local agencies. The plan will address how the Proposer will work with triage centers, mental health providers, hospitals, clinics, pre-release programs and transferring or receiving agencies or facilities to ensure inmate medical needs are met. The plan will include the Proposer's involvement and commitment to discharge planning.
  9. A continuing medical education written program per National Commission on Correctional Health Care Standards training shall be established, provided, and performed by on-duty staff at no cost to the County. Such a program shall include but not be limited to a review of administrator and staff attitudes about suicide and how negative attitudes impede suicide prevention efforts, predisposing risk factors, warning signs and symptoms, identifying suicidal inmate despite the denial of risk, and review of any changes to the facility's suicide prevention policy. Additional topics to be discussed in the annual training should be recognizing acute manifestations of certain chronic illnesses (e.g. asthma, seizures), intoxication and withdrawal, adverse reactions to medications, and recognizing signs and symptoms of mental illness. The annual training should also include a general discussion of any recent suicides or suicide attempts in the facility. The selected Proposer shall provide a written plan for the orientation and staff development/training appropriate to their health care delivery activity for all health care personnel. This plan must outline the frequency of continuing education for each staff position.
  10. Documentation of health care staff roles in the Facility Disaster Plan.
  11. An identification list and location for adequate equipment, supplies and furnishings required to ensure that emergency and non-emergency medical needs are met.
  12. The selected Proposer shall establish well defined health care operational policies and procedures to include, at a minimum, those required by the AMA/NCCHC standards.
  13. The selected Proposer shall deliver a Medical Policy and Procedures Manual to the Project Manager within thirty (30) days after contract award date in both print and electronic form. The selected Proposer shall warrant that their policy manual will adhere to the WCSO policies and procedures for service delivery. The policy manual shall be reviewed and, if necessary, revised at a minimum annually. The manual shall include samples of all forms used. As part of the manual, the selected Proposer shall

- include medical emergency policies and procedures.
14. Written job descriptions and post orders to define specific duties and responsibilities for all assignments must be available and on file in the Infirmary and with Facility administration. Copies of staffing schedules encompassing all health care staff are to be posted in designated areas and submitted to the Project Manager, upon request.
  15. The selected Proposer shall provide to the Project Manager proof of licenses and/or certificates for all professional staff. In addition, malpractice insurance must be on file for all Physicians, Nurse Practitioners, Physician Assistants, and any other employees, if applicable.
  16. The selected Proposer shall compile statistics and information regarding the performance of services under a resulting contract, and provide written reports and/or statistical summaries to the County, as set forth below and elsewhere in this RFP. Statistical summaries shall include the number of inmates receiving health services by category of care, as well as other pertinent information (i.e., operative procedures, referrals to specialists, ambulance services, chronic care, etc.). A comprehensive statistical report shall be forwarded to the Project Manager in accordance with the American Medical Association standards no later than January 15<sup>th</sup> annually. In addition, monthly and daily statistics shall be required below.
  17. Proposer will explain, in detail, any and all services that would be done off site in regards to administration and management service of this contract.

## **A2 Reporting Requirements**

### **Monthly Statistics Report**

A narrative report shall be submitted by the 15<sup>th</sup> calendar day of each month to the Project Manager with data accurately reflecting the previous monthly workload, to include but need not be limited to the following information:

1. Number of inmate health care requests received, answered and pending response.
2. Number of inmates seen at sick call itemized for RN's, MD's, or PA/NP's and based on patients seen using the Inmate Request Form.
3. Number of inmates examined by the dentist and dental procedures performed.
4. Number of outpatient surgeries and outpatient specialty visits.
5. Number of Intake medical screenings.
6. Identification and treatment of "Chronic Care" inmates (maintained in a log) defined as: AIDS/HIV, Hepatitis, Cardiac, Diabetes, Hypertension, Hypercholesterolemia, Asthma, Mental Health, Pre-Natal Care and Seizures.
7. Pregnancy management including number of pregnant inmates and deliveries.
8. Identification of inmates treated with alcohol and drug abuse problems, with a separate reporting of those treated who are also pregnant.
9. Mental health evaluations by Psychiatrists and treatment related data

as well as the number of inmates seen by mental health staff for any other reason.

10. Inmates identified with STDs (chlamydia, gonorrhea, syphilis, etc.) including confirmation of all Community Health Department notifications.
11. Number of ambulance transports.
12. Contract medical staffing report, including required and actual Full Time Equivalent (FTE), their categories by position. This will include unstaffed hours for all positions from the approved staffing plan that are in excess of thirty (30) days from the initial date of vacancy. The report will contain the name of the position, the staff member who vacated the position and the date it became vacant. If a position is filled with per diem staff, the report will identify the name of the individual filling the vacated position and when the per diem staff was placed into the position.
13. Total hours expended the prior month for medical court testimony (the report shall list the court case, description, the name of the nursing staff who attended court, and the hours expended).
14. Number of inmates denied admission to Facility and reasons for refusal.
  15. Details of costs (HIV, psychotropic, hepatitis, and total) and utilization of pharmaceuticals and pharmacy services to include number of inmates on prescription medications.
  16. Summary and statistical report of substance abuse and mental health screens performed.
  17. Terminally ill inmates.
  18. Number of x-rays performed on by outside Proposer x-ray on-site.
  19. Number of suicide watches, attempts, and deaths.
  20. Number of Electrocardiogram (EKG)s.
  21. Number of work clearances.
  22. Number of annual physicals.
  23. Number of infirmary admissions and number of inmate days in the infirmary.
  24. Number of Lab tests with separate totals for HIV and Hepatitis tests.
  25. Number of Purified Protein Derivative (PPD) given, read, and positive as well as the number of active TB cases in custody.
  26. The number of written grievance during the month, including a narrative description of the grievance.
  27. All other matters mutually agreed upon by the selected Proposer and the WCSO.

### **Daily Statistics Report**

A daily narrative report for the previous twenty-four (24) hours stating the following statistical data and including copies of incident or grievance reports shall be submitted to the Project Manager:

1. Number of transfers to off-site emergency departments.

2. Status or statistics on testing and treatment of HIV, Tuberculosis, Hepatitis, and other serious infectious/communicable diseases.
3. Suicide data (i.e., attempts and precautions taken).
4. Report of condition status of inmates in hospitals and infirmary.
5. Completed medical incident report copies.

### **A3 Staffing Requirements**

#### **General**

The selected Proposer shall provide a recommended staffing plan in accordance with NCCHC standards that accommodates the minimum WCSO staffing requirements listed in this RFP. The staffing plan shall be in table format and based upon an average monthly inmate population of 850. This inmate population is indicative of the most recent trend. Refer to average daily Facility population data provided in **Appendix B**.

Any necessary staffing adjustments should be provided to the WCSO within thirty (30) days of receiving the monthly inmate count report. As part of the staffing levels to be maintained, the selected Proposer shall provide the following:

1. Relief back up for during absence due to vacation, leave and training.
2. Nurses, RNs, and LPNs must be able to do the work assigned. The County reserves the right to require Proposer to remove medical personnel at County's sole discretion.
3. All physicians shall be licensed to practice medicine in the State of Illinois. Minimum NCCHC staffing standards for physicians based upon inmate population must be maintained at all times.
4. Registered Nurses (RN) and LPN are to work in Intake, to conduct medical screenings as well as Histories and Physicals (H&P). Nurses conduct sick calls, H&P's, and a physician/NP visits weekly.
5. No dual fills (i.e. one person working in two positions and counted as two (2) FTE). No working out of or above job classification, such as a RN working as Mental Health Nurse.
6. Must keep staffing levels and total FTEs at minimum required contracted staff levels.
7. Staffing schedules must be available and agreeable to the County.
8. The selected Proposer shall provide staffing plan options that comply with NCCHC standards. Each staffing plan will discuss the benefits and drawbacks of each plan.
9. The selected Proposer shall provide all necessary recruiting, screening, testing, interviewing, background checking (except criminal), verifying of credentials and current licenses, and the hiring, training, and supervision of all personnel employed.
10. The selected Proposer shall develop compensation packages that attract and retain the most qualified personnel. At a minimum, the

selected Proposer shall pay hourly labor rates and fringe benefits commensurate to those offered by major hospitals by the medical community located in Winnebago County.

11. The selected Proposer shall ensure that all of its employees or subcontracts rendering services under a resulting contract possess all licenses, including professional licenses, necessary to render the required health care services.
12. If any of the medical staff incurs a criminal conviction, receives professional disciplinary action, or has police contact other than a minor traffic violation, during the time they provide services under a resulting contract, the selected Proposer shall notify the Project Manager in writing within twenty-four (24) hours of the incident. The County reserves the right to remove the contract staff member at its discretion upon review of the incident.
13. The County will not pay a per diem physician without extenuating circumstances and prior approval at the sole discretion of the County.

#### **Key Personnel**

The following positions are considered key personnel for the performance of a resulting contract:

- Health Services Administrator and/or Director of Nursing
- Medical Director

The County shall approve all appointments to these positions. In the event of a vacancy to a key personnel position, the selected Proposer shall provide a replacement within thirty (30) days of the vacancy as agreed upon in the approved staffing plan.

The selected Proposer shall provide written notification of the change to the Project Manager, and provide the resume of the proposed key personnel position replacement. Failure to provide a replacement acceptable to the County is considered a material breach of a resulting contract. Approval of a replacement will not be unreasonably withheld.

The Health Services Administrator shall serve as a resident agent of the selected Proposer, and he/she must reside within forty-five (45) minutes of the Facility upon commencement of contract performance. This individual shall have full responsibility, on behalf of the selected Proposer, for the successful delivery of inmate health care services provided to the County under a resulting contract.

The Health Services Administrator shall be available to the County, on a twenty-four (24) hour a day, seven (7) days a week basis for administrative remedy and contract administration. The selected Proposer shall notify the Project Manager in writing of any substitution or alternate, who may act in the same capacity as the Health Services Administrator, should the Health Services Administrator be unavailable in Winnebago County or be temporarily physically incapacitated.

### **On-Call Staff**

1. The selected Proposer shall provide 24-hours per day, seven (7) days per week including holidays, emergency "ON-CALL" services for:
  - a. Health Services Administrator and/or Director of Nursing
  - b. A physician (shared with NP/PA)
2. Upon reasonable notice, any health care staff of the selected Proposer must be available for court appearances necessitated by actions and/or incidents connected with the performance of a resulting contract.
3. Any health care staff of the selected Proposer must be available to attend inmate medical grievances. Resolution of inmate medical requirements must be addressed within thirty-six (36) hours of receipt of the medical grievance. Except on holidays and weekends.
4. The Health Services Administrator and/or Director of Nursing of the selected Proposer will be required to attend all monthly scheduled or special meetings designated by the Project Manager on any phase of health care programs as they affect the proper and timely health care administration of inmates housed at the Facility. These meetings will be used to evaluate statistics, program needs, problems, and to coordinate between custody and medical personnel.
5. The selected Proposer will provide appropriate methods of communication for the delivery of their health care services. Non-English speaking inmates will be provided a means of translation. Inmates with disabilities that impact their ability to communicate will be provided qualified interpreters when necessary for effective communication.
6. Interpreters (using translation line services provided by County) are mandatory for regularly scheduled health care appointments, programs, and treatment.

### **A4 Special Diets**

The WCSO (Food Service) furnishes special medical diets to all inmates requiring such a service at both the JDC and the Jail. All special diet applicants will be carefully screened by medical staff to ensure such a service is required. Prescriptions by medical staff for special diets should be specific and complete. The WCSO (Food Service) will supply proper meal, nutrients, and caloric intake as specified by the selected Proposer's physician for that specific diet and inmate. The selected Proposer will only prescribe therapeutic and not preferential diets. As an example, "*I do not like mayonnaise*", is a preferential diet. Pregnant women are given an extra snack at night.

### **A5 Treatment Requirements**

1. Selected Proposer shall provide complete information on proposed staffing to include title, number of full-time and relief staff by day, shift and location. Adequate health care personnel are required for twenty-four (24) hours per day, seven (7) days a week inmate health care services.
2. In addition, twenty-four (24) hour physician on-call services with availability

- for telephone consultation.
3. Provision for twenty-four (24) hours a day, seven (7) days a week emergency services to include response to the location of on-site emergencies using provider medical staff, and outside hospital services using one or more health care providers. This will include emergency medical services for Facility employees injured on the job while in the performance of their duties, and visitors or Proposers at the Facility. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
  4. In addition to twenty-four (24) hours a day emergency service coverage, the hours for routine nurse sick call shall be at levels which allow for all inmates needing medical services to be seen, including to be seen outside the scheduled sick call rounds done in the housing units if the need arises as determined by the selected Proposer and in accordance with WCSO policies and procedures.
  5. Nursing services must be available to provide for the following:
    - a. Intake screening of all inmates, at time of admission.
    - b. Histories and physicals on all inmates, within fourteen (14) days of admission.
    - c. Sick call triage and follow-up on a daily basis.
    - d. Appropriate and timely responses to medical needs and emergencies.
  6. Dental services sufficient to provide for emergency and medically required dental care for the inmates at the Facility within a reasonable period must be available.
  7. Provision for necessary laboratory and x-ray services. All abnormal laboratory or x-ray results must be reviewed by a physician with a follow-up plan of care outlined.
  8. The selected Proposer's medical and mental health staff shall share relevant information including, but not limited to, communicable disease and behavior problems/disorders with the Project Manager.
  9. Define a program for meeting the special needs of the female population; e.g., pregnancy.
  10. The selected Proposer will **not** be responsible for general housekeeping duties in Jail infirmary.
  11. Inmates shall not be allowed to provide any health care services, including recordkeeping or translation.

#### **A6 Minimum Requirements for Mental Health Care**

At a minimum, a mental health professional such as a MSW, shall be available five (5) days per week generally Monday – Sunday for a total of forty-eight (48) hours per week in the Jail Facility. At a minimum, a psychiatrist (MD), shall be available four (4) hours every two (2) weeks in the Jail.



#### **A7 Minimum Requirements for Follow-up Care and Recordkeeping**

1. Documentation will be placed in the appropriate medical record including but not limited to all assessments, discussions, medical and mental treatment decisions, diagnostic testing, referrals, etc.
2. Medical evaluations must support medical confinement of the inmate based upon risk of physical danger to self or others.
3. Medical service must continue to provide follow-up care and treatment during the entire time an inmate is held in medical confinement.
4. A Psychiatrist, or qualified mental health professional, shall be responsible for determining when an inmate is cleared from medical confinement for psychiatric related issues.
5. Proposers shall develop and implement a suicide prevention program in accordance with NCCHC standards.
6. Proposers shall provide a sample protocol for tracking, monitoring, and dealing with actively suicidal inmates.

#### **A8 Preliminary Health Screening/Evaluation of Arrestees**

1. All preliminary health examinations and evaluations shall be conducted at the Facility.
2. The selected Proposer shall perform a preliminary health screening on ALL new inmates as they arrive at the Facility. This screening will be based upon a structured inquiry and observation using NCCHC standards; thoroughly documented, performed by an RN or LPN and conducted on a twenty-four (24) hours a day, seven (7) days a week basis.
3. Preliminary evaluation findings are recorded and entered into an electronic medical records (EMR) system (optional) provided and approved by the selected Proposer and as approved by Project Manager. Additionally, this evaluation will be included in the individual arrestee inmate's permanent health record.
4. Medical staff will not accept inmates into the Facility who are unconscious or seriously injured. The arrestee will be referred immediately for emergency medical attention. The arresting agency is responsible for all medical care for arrestees who are not admitted into the Facility.
5. The Proposer will provide a comprehensive list of rejection criteria to the Project Manager.
6. The arrestee will not be accepted back into the Facility without a written medical release or a refusal of treatment form signed by the treating physician.
7. Medical screenings for all inmates shall be completed for entrance into the Facility to allow housing assignment.
8. The selected Proposer will **not** be responsible for performing body cavity searches nor collecting physical evidence except for blood draws.
9. The arrestee's preliminary health evaluation must be accomplished prior to the inmate leaving the Intake/Booking area and entering the Facility's general population unless they refuse to the answer medical questions then they are put

on suicidal watch until they do answer.

10. The preliminary health screening shall include the following information (at a minimum) to be recorded in inmate's medical health record:
  - a. Written description of any current and past illnesses, health conditions, or special health requirements (i.e., dietary needs); chronic health conditions; past serious infectious diseases; current communicable illness symptoms (e.g. chronic cough, coughing up blood, lethargy, weakness, weight loss, loss of appetite, fever, night sweats), past or current mental illness and/or mental health problems (including hospitalizations), history of or current suicidal ideation, dental problems, allergies, legal and illegal drug use (including type, amount, and time of last use), drug withdrawal symptoms, and for females history of gynecological problems and current or recent pregnancy.
  - b. Complete notation of observations concerning appearance (e.g., sweating, tremors, anxious, disheveled), behavior (e.g., disorderly, appropriate, insensible, under the influence of alcohol or drugs), state of consciousness (e.g., alert, responsive, lethargic), ease of movement (e.g., body deformities, gait), breathing (e.g., persistent cough, hyperventilation), skin (e.g., including lesions, jaundice, rashes, bruises, scars, tattoos, and needle marks and other indications of drug abuse) and mental status.
  - c. Screening tests for tuberculosis.
  - d. A classification system that will comprehensively identify the inmate's health service needs and housing limitations. Inmates must be medically cleared before they are sent to housing area.
  - e. Proposer must determine and complete any emergency health treatment or additionally required health services.

#### **A9 Minimum Requirements for a Comprehensive Health Evaluation**

1. The selected Proposer shall perform a comprehensive health evaluation on each inmate within fourteen (14) days after booking into the Facility. Additionally, this evaluation will be included in the individual inmate's permanent health record. If the inmate has received a health appraisal within the previous ninety (90) days, a new appraisal is not required except as determined by a physician or his/her designee.
2. A qualified health care professional as defined under standards for full population initial health assessments shall review preliminary screening results, shall gather additional data as required to complete a standard comprehensive health history profile (including medical, dental, psychiatric, and immunization histories), review of symptoms, shall record vital signs (height, weight, pulse, blood pressure, temperature, and oxygen saturation), and shall conduct a physical examination.
3. Provider (MD or NP) shall document his or her review of comprehensive

health evaluations when out of range test results occur or other significant findings are present.

4. Testing and recording of height, weight, pulse, blood pressure, temperature, and oxygen saturation.
5. The selected Proposer shall record any additional laboratory or diagnostic tests as directed by the physician for any particular medical or mental reason.
6. Other tests, immunizations, and examinations shall be ordered by the provider as appropriate.
7. The Proposer shall provide health care services to pregnant inmates, but health care services provided to an infant following birth will not be the responsibility of the County.
8. Mental health evaluation shall be performed by a qualified mental health professional. Appropriate care, treatment and follow-up shall be provided.
9. Screening tests for tuberculosis, venereal disease and other tests, as well as urinalysis will be performed, as clinically indicated, or as directed by applicable local, State, or Federal statutes.

#### **A10 Blood Draws**

The selected Proposer shall perform blood draws as requested. The selected Proposer shall provide NCCHC standards of proper handling, supervision, documentation, tracking, and storage of blood draws for medical matters.

#### **A11 Laboratory and X-Ray Services**

1. The selected Proposer shall be responsible for furnishing all necessary laboratory services on-site to the extent reasonably possible.
2. To the extent that these services are required but cannot be rendered on-site, such as x-rays, the selected Proposer shall be responsible for arranging and paying for appropriate off-site service.
3. All reports must be HIPAA compliant.

#### **A12 Pharmaceutical Services**

1. The selected Proposer shall be responsible for furnishing complete pharmaceutical needs.
2. Routine/non-urgent medications shall be administered as soon as reasonably possible.
3. Only a physician, psychiatrist, or NP/PA may authorize pharmaceutical needs.
4. All medications are administered in the Housing Units.
5. The selected Proposer shall record the administration of medications in a manner and in a mutually approved system to include documentation of the fact that inmates are receiving their prescribed medications.
6. Documentation shall also be required when an inmate's ordered medication was not administered.
7. The selected Proposer shall comply with, and be required to maintain all

necessary records, as required by the NCCHC, WCSO and NRS.

8. The selected Proposer shall provide for:
  - a. On-site dispensing of over-the-counter (OTC) medications as well as prescribed medications. The commissary vendor provides a limited number of OTC medications for inmates who have funds.
  - b. All prescription medication must be controlled, dispensed, and documented by licensed medical personnel and follow State and Federal regulations.
  - c. All controlled substances, syringes, needles, surgical instruments shall be stored under secured conditions. Access to the secured area shall be controlled by and limited by the selected Proposer.
9. The Proposer will provide their formulary with their proposal response.

### **A13 Dental Services**

1. The selected Proposer shall provide on-site dental services for the entire inmate population. The program shall provide basic dental services including extractions, prophylaxis, and treatment of infections, relief of pain, and other urgent measures.
2. Dental examinations, performed by a licensed dentist, will include taking or reviewing the inmate's oral history, current complaints (if any), charting of teeth (e.g., decayed, missing, and filled), periodontal screening, and examination of the hard and soft tissue of the oral cavity. When appropriate, radiographs deemed necessary shall be taken and a dental treatment plan shall be developed.
3. Urgent oral health care that requires attention within seventy-two (72) hours of receipt of an inmate's complaint to include:
  - a. Toothache;
  - b. Post-dental-extraction pain;
  - c. Abscess not involving the orofacial spaces.
4. Emergency oral health care that requires immediate attention to include:
  - a. Maxillofacial trauma;
  - b. Acute oral infections involving orofacial spaces;
  - c. Uncontrolled bleeding (e.g., following dental extractions).
5. Cosmetic dental services will not be performed.

### **A14 Sick Call Services**

The selected Proposer shall provide for inmate sick call services on the following basis:

- a. Treatment of inmate sick call requests under nursing assessment protocols by Registered Nurse, LPN, Nurse Practitioner, or Physician shall be provided on a DAILY basis.
- b. The RN and LPN shall provide sick call services a minimum of seven (7) days per week to be conducted in accordance with NCCHC

standards based on population. Problematic cases shall be referred to a MD/PA/NP for evaluation and follow-up.

- c. Subject to the recommendations of the physician, nurse, or that of the Facility staff, any inmate not capable of attending sick call shall be provided sick call and triage services in the inmate's cell.
- d. Licensed registered nursing personnel shall be stationed at the Facility, twenty-four (24) hours per day, seven (7) days a week, holidays included. The remaining medical staff at the Facility may be licensed practical nurses, medical technicians or other personnel deemed by the selected Proposer as medically trained and competent to provide the necessary services with concurrence of the County.

### **A15 Physical Therapy at Jail**

The selected Proposer shall perform inmate physical therapy (PT) as needed. The Jail Facility has a complete PT suite in place for the performance of these PT treatments. The Jail furnishes, at County's own expense, all materials and equipment necessary to carry out the PT treatments.

Currently, the physical therapy services are performed two days per week (generally no more than 2 to 3 hours each day) unless specific requests are submitted for additional services or days. The PT provider currently is an independent local PT provider. Physical therapy treatments will last no less than 45 minutes unless medically necessary.

### **A17 Medical Records Requirements**

The selected Proposer shall be responsible for the creation, retention, and safeguarding of all medical records of any individual at the Facility. Individual health care records shall be initiated and maintained for every inmate as a result of a screening process or for services rendered following the inmates assignment to a housing area.

All inmates will be seen by a health care professional and will have a medical record which is kept up-to-date at all times, and which complies with a problem-oriented medical record format and standards. All hand written progress notes must be legible and scanned into an EMR system if the County elects to go with an EMR system.

The record will accompany the inmate at all health encounters, and a summary of the record will be forwarded to the appropriate facility (i.e., State of Illinois correctional system) in the event of a transfer.

All procedures concerning the confidentiality of the medical record must be followed. In addition, the medical record will be integrated as to medical, dental, and mental health care delivered. Medical records will be maintained in compliance with State, community, and NCCHC standards.

All medical, dental, and mental health records shall remain the property of the County. Upon termination of a resulting medical services contract, all inmate medical records shall be delivered to and remain with County. Staff must be able to retrieve and read all electronic records in the event of termination of a resulting medical services contract.

The results of tuberculin tests are read and documented on a daily basis.

Medical services shall perform reviews, medical examinations, medical summaries or certifications as necessary for inmate transfers to any other agency and they must be completed within seventy-two (72) hours from the time names are provided.

The County will accept the standard medical forms as supplied by the selected Proposer if the forms comply with all correctional and medical standards in effect at time of proposal award. All forms will be maintained in an EMR system. All records shall be retained as required by the NRS and Illinois Administrative Codes.

The inmate health record shall include, but not be limited to:

- a. Identifying information.
- b. Intake preliminary health evaluation screening form.
- c. Comprehensive health evaluation form.
- d. A problem list containing medical, mental health, dental diagnoses and treatments as well as any known allergies.
- e. Progress notes of all significant findings, diagnoses, treatments, and dispositions.
- f. Clinician orders for prescribed medication and medication administration records.
- g. All complaints of illness or injury.
- h. Place, date, and time of each clinical encounter.
- i. Flow sheets.
- j. Consent and refusal forms.
- k. Documentation of necessity for involuntary treatment or medication.
- l. Release of information forms.
- m. All inmate request forms.
- n. All medical grievance forms.
- o. Printed name, signature, and title of each documenter.
- p. Reports of laboratory, radiology and diagnostic studies.
- q. Results of specialty consultations and off-site referrals.
- r. Discharge summaries of hospitalizations and inpatient stays.
- s. Special needs treatment plan, if applicable.
- t. Immunization records, if applicable

The selected Proposer agrees to safeguard inmate's protected health information in accordance with the requirements outlined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The selected Proposer shall have its employees and agents who participate in a resulting contract to sign non-disclosure agreements that comply with the HIPAA requirements. The selected Proposer shall use a clause similar to this paragraph in its subcontracts. The selected Proposer also agrees not to use or further disclose inmate's protected health information other than as permitted or required by a resulting contract, or as required by law.

Subject to applicable law regarding confidentiality of medical records, the selected Proposer shall comply with Illinois law and the County's policy with regard to access by inmates and Facility staff to medical records.

Information that is necessary for the classification, security, and control of inmates shall be provided to the appropriate Facility staff. In the case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, the selected Proposer will provide access to and copies of the appropriate medical record to the Facility staff.

No information contained in the inmate's medical record shall be released by the selected Proposer except as authorized by the County, by a court order, or otherwise in accordance with the applicable law. In such event, the selected Proposer shall provide the County written notification when information is released to a party that is not the County.

Inactive medical records shall be maintained in accordance with the laws of the State of Illinois and the AMA. Information concerning any court or legal documents affecting inmates and the selected Proposer must be provided, in writing, to the designated Facility representative (Project Manager, if available) prior to the close of the shift of service/receipt.

#### **A18 Medical Clearance for Work Programs**

1. The selected Proposer shall coordinate with inmate work programs to provide medical clearances for inmate workers.
2. Inmate medical clearance will be established during the History and Physical assessments (H&P) (conducted within fourteen (14) days of booking) or upon request thereafter.
3. The selected Proposer shall provide all screenings and immunizations to inmate workers, as required by the County Health Department.

#### **A19 Co-pay for Inmate Services**

The WCSO to know who is being seen both inside and outside the Jail by Doctors, Nurse Practitioner, Dentist, Nurse, Mental Health, Physical Therapist; this is for appointments that have been requested and or for required appointments. The breakdown for coverages is \$10.00 for all Doctor appointments inside and outside the Jail. For charges for services inside the Jail are as follows: \$10.00 Nurse Practitioner, \$5.00 PT, \$5.00 Nurse, \$10.00 Dental

Any follow-up appointment will be charged the same as the first appointment. No charge if it is mental health, chronic care (Diabetic, Pre Natal, asthmatic). If they have no funds, the inmate will be seen however they will have a liability attached to their account.

#### **A20 Infectious and Communicable Disease Training, Testing & Immunizations**

The selected Proposer shall arrange, provide, and pay for infectious and communicable disease training, testing, immunizations, and counseling, to include Hepatitis B and Tuberculosis testing, for their health care staff providing services under a resulting contract.

The selected Proposer shall participate in all follow-up for communicable disease management with the Winnebago County Health Department, State and Federal agencies as required by regulation and statute.

## **A21 Infectious Waste Management**

The disposal of contaminated waste generated in the normal conduct of business shall be the responsibility of the selected Proposer. This material must be removed from within the Facility to a secure area and disposed of in accordance with all Federal, State, and local laws.

## **A22 Durable Medical/Dental Equipment**

1. The selected Proposer is expected to use and maintain the equipment currently available in the Facility.
2. The selected Proposer is expected to purchase and maintain any other equipment required for performance of services, at its own account and expense.
3. The selected Proposer is responsible for providing equipment that operates in good working condition and for ensuring that it operates safely.
4. The selected Proposer will be responsible for the repair and replacement of equipment/parts that are damaged, broken, or renders the equipment to be inoperable or unsafe. This includes county-provided equipment if the damage or loss was caused by the negligence of the selected Proposers' employees.
5. The selected Proposer shall maintain all medical and dental equipment to comply with local, State, and Federal guidelines as well as NCCHC.
6. The selected Proposer shall conduct and document periodic inspections per manufacturer's recommendations.
7. The selected Proposer retains title to any equipment it purchases, and will move same upon contract completion or termination.
8. The County will provide the following medical equipment and/or furniture:
  - a. Desks 10 and 20 chairs;
  - b. Bookcases 16 and 7 file cabinets;
  - c. Telephones instruments 16 ;
  - d. Wheelchairs 20;
  - e. Electronic scale 4;
  - f. Automated External Defibrillators (AED) 6;
  - g. Inmate cameras/monitors 34;
  - h. Radios/chargers;
  - i. Ultra Violet (UV) sterilizer 6 ;
  - j. Two gurneys;
  - k. Exam table in Doctor's Office 3;
  - l. Dental equipment in Dental Office (stools, dental chair, light, dental machine (ProCart), x-ray machine, x-ray viewer, dental x-ray developer);
  - m. Medical equipment in treatment room (desk, exam table, x-ray viewing screen, and cabinets);
  - n. Medical equipment (exam table and light);
  - o. Computers/printers: one computer and two shared printers one computer and one shared printer in Intake,



two computers and two printers and one computer and one printer in Medical Records.

9. The selected Proposer shall provide and clearly label/track for inventory purposes the following items:
  - a. Mobilex and/or on-site digital x-ray (can be provided on an “as needed” basis)
  - b. On-site electrocardiogram EKG service
  - c. All CPR equipment & medication/medical carts except AED’s
  - d. Any additional sterilizers
  - e. All autoclaves
  - f. Any further exam tables required
  - g. All small refrigerators (if desired)
  - h. All facsimile machines required
  - i. All additional computers/printers required
  - j. All wire baskets/carts
  - k. All pulse oximeters
  - l. All blood pressure cuffs (regular and electronic)
  - m. All privacy screens
  - n. All infectious waste receptacles
  - o. All luggage carts
  - p. All emergency bags
  - q. All oxygen carts/regulators
  - r. All oxygen concentrators
  - s. All glucometers
  - t. All electronic thermometers
  - u. Any further dental equipment/supplies required
  - v. All walkers
  - w. All stethoscopes
  - x. A fetal heart monitor
  - y. All backboards required
  - z. Any further scales required
  - aa. All copy machines required
10. All daily care medical products and office supplies.
11. Prior to undertaking any medical care services pursuant to a resulting contract, the selected Proposer and the Project Manager will jointly conduct an opening inventory of medical (to include dental) and non-medical equipment. The opening inventory will be audited and updated on an annual basis.
12. The County shall not be liable for loss of or damage to equipment and supplies belonging to the selected Proposer, its agents, employees, or subcontractors unless such loss or damage was caused by the negligence of the County or its employees.

### **A23 Emergency Response Plan**

1. The selected Proposer shall prepare an emergency response plan to protect the health, safety, and welfare of inmates, staff, and visitors during emergencies.
2. This plan must be approved by the County and at a minimum address the following: responsibilities of health staff during an emergency, procedures for triage, predetermination of a site for care, telephone numbers and procedures for calling health staff and the community emergency response system, procedures for evacuating inmate patients, and alternate backups for each of the plan's elements.
3. At least one (1) mass disaster drill is required annually in the Facility in coordination with staff.
4. At least one health emergency man-down drill will be practiced annually on each shift where health staff is regularly assigned.

### **A24 Excluded Services**

1. The selected Proposer shall not be responsible for the cost of any medical treatment or health care services required to medically stabilize any individual who has an injury or illness and is in immediate need of emergency medical care who is presented at the Sally Port entrance to the Facility. This is the responsibility of the inmate.
2. The arrestee/prisoner will not be accepted back into the Facility without a written medical release or a refusal of treatment form signed by the treating physician. After acceptance under these conditions, the selected Proposer will be financially responsible for the cost of medical treatment for health care services.
3. The selected Proposer shall not be responsible for the provision of eyeglasses or any other inmate vision services other than care for eye injuries or diseases.
4. The selected Proposer shall not be responsible for costs associated with the medical care of any infants born to inmates. The selected Proposer shall provide health care services to pregnant inmates, but the costs of health care services provided to an infant following birth will not be the responsibility of the selected Proposer.
5. The selected Proposer will not be responsible for providing elective medical care services to inmates. For purposes of a resulting contract, "elective medical care" includes medical care, which in the opinion of the selected Proposer is not medically urgent, nor will it threaten life or limb if withheld. Decisions concerning elective medical care shall be consistent with the applicable NCCHC/American Medical Association standards.

### **A25 Financial Requirements**

The selected Proposer shall be responsible for all costs related to inmate health care services and equipment (not provided by the County) including, but not limited to:

- a. Pharmaceutical/medical supplies. (Depending on Proposer's pricing option(s);
- b. Office and medical equipment (not provided by the County) necessary to provide the level of medical, dental and pharmacological services described in this request for proposal and in the selected

- Proposer's response;
- c. Required Personnel;
- d. Forms, office supplies, books;
- e. Contaminated waste disposal;
- f. Any other equipment or supplies required for the day-to-day operation of a resulting health care services contract;
- g. Co-Pay for health care services.

## **APPENDIX A - JDC**

### **PROGRAM REQUIREMENTS AND SPECIFICATIONS**

The selected Proposer shall be expected to meet the following program requirements and specifications. This listing is not intended to be all-inclusive, but to serve as a guideline, with recommendation, for the development of a Health Care Program for the JDC population in the custody of the County. This includes the responsibility for providing primary medical as well as mental health services. This responsibility provides for admission evaluation, sick call, infirmary care, pharmacy care, and the continuing care of identified health problems, detoxification and emergency services. NOTE; See **EXHIBIT A - Jail, Current Providers Medication Formulary** for reference.

#### **A1 Administrative Requirements for JDC**

1. A fully functioning Health Care Program operating with emergency or on-call services twenty-four (24) hour per day, seven (7) days per week including holidays. Program must be fully staffed and operated by licensed, certified and professionally trained medical personnel in the hours requested in this RFP.
2. A qualified mental health care provider (MSW level or higher) must be on site 20 hours per week. This individual will be responsible for providing Mental Health Assessments which have been ordered by the court as well as screening all minors within seven (7) days after intake to determine if they need ongoing mental health services. If services are identified as being needed, this person shall either provide those services or coordinate their provision with outside providers. Crisis counseling shall be conducted with minors when requested by staff during the time the provider is on site.
3. A psychiatrist capable of working with minors between the ages of 10 and 20 shall be provided two (2) hours per month. This person shall be responsible for overseeing the qualified mental health care provider; reviewing charts; meeting with minors who are in need of medication renewals; and prescribing medication for minors identified as in need of psych medicines.
4. A singular designated licensed practicing physician (Medical Director) to oversee medical treatment to inmates, and charged with the responsibility for assuring the appropriateness and adequacy of inmate health care. The Medical Director may also be the same person to oversee the Jail; a separate Medical Director is not required.

5. A Health Care Administrator to:
  - a. Plan, organize, and coordinate medical professional and technical staff;
  - b. Maintain a comprehensive and fully compliant electronic medical record keeping system;
  - c. Maintain financial accountability to the Project Manager; and
  - d. Serve as liaison to the Project Manager to collaborate and resolve complaints related to medical services provided.
  - e. The Health Care Administrator may be the same person as the jail's Health Care Administrator. A separate Administrator is not required.
6. A program to provide for mental health and drug abuse evaluation services to minors in collaboration with regional service providers. The goal of this program is to ensure that the minors may continue to receive services in the community or elsewhere upon release.
7. Copies of clearly defined written Agreements of Understanding for twenty-four (24) hour service with area hospitals, physicians, ambulance companies, and others involved in providing care to the minors shall be provided to and approved by the Project Manager.
8. A written plan regarding continuity of care and balance of formulary in cooperation with medical, correctional and local agencies. The plan will address how the Proposer will work with triage centers, mental health providers, hospitals, clinics, pre-release programs and transferring or receiving agencies or facilities to ensure the minor's medical needs are met. The plan will include the Proposer's involvement and commitment to discharge planning.
9. Correctional health care standards training shall be established and provided and performed by on-duty staff at no cost to the County. Such a program shall include but not be limited to a review of administrator and staff attitudes about suicide and how negative attitudes impede suicide prevention efforts, predisposing risk factors, warning signs and symptoms, identifying suicidal inmate despite the denial of risk, and review of any changes to the facility's suicide prevention policy. Additional topics to be discussed in the annual training should be recognizing acute manifestations of certain chronic illnesses (e.g. asthma, seizures), intoxication and withdrawal, adverse reactions to medications, and recognizing signs and symptoms of mental illness. The annual training should also include a general discussion of any recent suicides or suicide attempts in the facility. The selected Proposer shall provide a written plan for the orientation and staff development/training appropriate to their health care delivery activity for all health care personnel. This plan must outline the frequency of continuing education for each staff position.
10. Documentation of health care staff roles in the Facility Disaster Plan.
11. An identification list and location for adequate equipment, supplies and furnishings required to ensure that emergency and non-emergency medical needs are met.
12. The selected Proposer shall establish well defined health care operational

policies and procedures to include, at a minimum, those required by AMA and NCCHC as well as the Illinois Department of Juvenile Justice Standards.

13. The selected Proposer shall deliver a Medical Policy and Procedures Manual to the Project Manager within thirty (30) days after contract award date in both print and electronic form. The selected Proposer shall warrant that their policy manual will adhere to the JDC policies and procedures for service delivery. The policy manual shall be reviewed and, if necessary, revised at a minimum annually. The manual shall include samples of all forms used. As part of the manual, the selected Proposer shall include medical emergency policies and procedures.
14. Written job descriptions and post orders to define specific duties and responsibilities for all assignments must be available and on file in the Control Room and with Facility administration. Copies of staffing schedules encompassing all health care staff are to be posted in designated areas and submitted to the Project Manager upon request.
15. The selected Proposer shall provide to the Project Manager proof of licenses and/or certificates for all professional staff. In addition, malpractice insurance must be on file for all Physicians, Nurse Practitioners, Physician Assistants, and any other employees, if applicable.
16. The selected Proposer shall compile statistics and information regarding the performance of services under a resulting contract, and provide written reports and/or statistical summaries to the County, as set forth below and elsewhere in this RFP. Statistical summaries shall include the number of inmates receiving health services by category of care, as well as other pertinent information (i.e., operative procedures, referrals to specialists, ambulance services, chronic care, etc.). A comprehensive statistical report shall be forwarded to the Project Manager in accordance with the American Medical Association standards no later than January 15 annually. In addition, monthly and daily statistics shall be required as specified below.
17. Proposer will explain, in detail, any and all services that would be done off site in regards to administration and management service of this contract.

## **A2 Reporting Requirements for JDC**

### **Monthly Statistics Report**

A narrative report shall be submitted by the 15<sup>th</sup> calendar day of each month to the Project Manager with data accurately reflecting the previous monthly workload, to include but need not be limited to the following information: number of detainee health care requests received, answered and pending response.

1. Number of inmates seen at sick call itemized for RN's, MD's, or PA/NP's and based on patients seen.
2. Number of inmates examined by the RN, MD, PA, or NP.
3. Visits, hospitalization admissions, and hospital inpatient days.
4. Number of Intake medical screenings.

5. Identification and treatment of "Chronic Care" inmates (maintained in a log) defined as: AIDS/HIV, Hepatitis, Cardiac, Diabetes, Hypertension, Hypercholesterolemia, Asthma, Mental Health, Pre-Natal Care, or Seizures.
6. Number of patients on psychotropic medications including the number of patients administered these drugs involuntarily.
7. Pregnancy management including number of pregnant inmates and deliveries.
8. Identification of inmates treated with alcohol and drug abuse problems, with a separate reporting of those treated who are also pregnant.
9. Mental health evaluations by Psychiatrists and treatment related data as well as the number of inmates seen by mental health staff for any other reason.
10. Number of minors tested and the number of minors identified with STDs (chlamydia, gonorrhea, syphilis, etc.) including confirmation of all County Health Department notifications.
11. Number of ambulance transports.
12. Contract medical staffing report, including required and actual Full Time Equivalent (FTE), their categories by position. This will include unstaffed hours for all positions from the approved staffing plan that are in excess of thirty (30) days from the initial date of vacancy.  
The report will contain the name of the position, the staff member who vacated the position and the date it became vacant. If a position is filled with per diem staff, the report will identify the name of the individual filling the vacated position and when the per diem staff was placed into the position.
13. Total hours expended the prior month for medical court testimony (the report shall list the court case, description, the name of the nursing staff who attended court, and the hours expended).
14. The number of written inmate grievances during the month, including a narrative description of the grievance and the disposition of the complaints.
15. Details of costs (HIV, psychotropic, hepatitis and total) and utilization of pharmaceuticals and pharmacy services to include number of inmates on prescription medications.
16. Summary & statistical report of substance abuse and mental screens performed.
17. Number of x-rays performed on or off-site.
18. Number of suicide watches, attempts, and deaths.
19. Number of seven (7) day physicals.
20. Number of Lab tests with separate totals for HIV and Hepatitis tests.
21. Number of Purified Protein Derivative (PPD) given, read, and positive as well as the number of active TB cases in custody.
22. All other matters mutually agreed upon by the selected Proposer and the JDC

### **Daily Statistics Report**

A daily narrative report for the previous twenty-four (24) hours (due by Noon daily), stating the following statistical data and including copies of incident or grievance reports shall be submitted to the Project Manager:

1. Number of transfers to off-site hospital emergency departments.

2. Status or statistics on testing and treatment of HIV, Tuberculosis, Hepatitis, and other serious infectious/communicable diseases.
3. Suicide data (i.e., attempts and precautions taken).
4. Report of condition status of detainees in local hospitals or on bed rest.
5. Completed medical incident report copies.

### **A3 Staffing Requirements for JDC**

#### **General**

The selected Proposer shall provide a recommended staffing plan in accordance with NCCHC standards that accommodates the minimum County staffing requirements listed in this RFP. The staffing plan shall be in table format and based upon an average monthly inmate population. This detainee population is indicative of the most recent trend. Refer to average daily Facility population data provided in **Appendix B – JDC Facility Stats**

Any necessary staffing adjustments should be provided to the County within thirty (30) days of receiving the monthly inmate count report. As part of the staffing levels to be maintained, the selected Proposer shall provide the following:

1. Relief back-up for (FTE) during absence due to vacation, sick leave, and training.
2. JDC reserves the right to require Proposer to remove medical personnel at County's sole discretion.
3. All physicians shall be licensed to practice medicine in the State of Illinois. Minimum NCCHC staffing standards for physicians based upon inmate population must be maintained at all times.
4. No dual fills (i.e. one person working in two positions and counted as two (2) FTE). No working out of or above job classification, such as a RN working as Mental Health Nurse.
5. Must keep staffing levels and total FTEs at minimum contracted staff levels.
6. Staffing schedules must be available and agreeable to the County.
7. The selected Proposer shall provide staffing plan options that comply with NCCHC standards. Each plan will discuss the benefits and drawbacks of each plan.
8. The selected Proposer shall provide all necessary recruiting, screening, testing, interviewing, background checking (except criminal), verifying of credentials and current licenses, and the hiring, training, and supervision of all personnel employed.
9. The selected Proposer shall develop compensation packages that attract and retain the most qualified personnel. At a minimum, the selected Proposer shall pay hourly labor rates and fringe benefits commensurate to those offered by major hospitals by the medical community located in Winnebago County.
10. The selected Proposer shall ensure that all employees or subcontractors rendering services under a resulting contract possess all licenses, including professional licenses, necessary to render the required health care services.
11. If any of the medical staff incurs a criminal conviction, receives professional disciplinary action, or has police contact other than a minor traffic violation,

during the time they provide services under a resulting contract, the selected Proposer shall notify the Project Manager in writing within twenty-four (24) hours of the incident. The County reserves the right to remove the contract staff member at its discretion upon review of the incident.

12. The County will not pay a per diem physician without extenuating circumstances and prior approval at the sole discretion of the County.

### **Key Personnel**

The following positions are considered key personnel for the performance of a resulting contract:

1. Health Services Administrator and/or Director of Nursing;
2. Medical Director (may be same person as Jail)

The County shall approve all appointments to these positions. In the event of a vacancy to key personnel position, the selected Proposer shall provide a replacement within thirty (30) days of the vacancy as agreed upon in the approved staffing plan.

The selected Proposer shall provide written notification of the change to the Project Manager, and provide the resume of the proposed key personnel position replacement. Failure to provide a replacement acceptable to the County is considered a material breach of a resulting contract. Approval of a replacement will not be unreasonably withheld.

The Health Services Administrator shall serve as a resident agent of the selected Proposer, and he/she must reside within two (2) hours of the Facility upon commencement of contract performance. This individual shall have full responsibility, on behalf of the selected Proposer, for the successful delivery of health care services provided to the County under a resulting contract.

The Health Services Administrator shall be available to the County, on a twenty-four (24) hour a day, seven (7) days a week basis for administrative remedy and contract administration. The selected Proposer shall notify the Project Manager in writing of any substitution or alternate, who may act in the same capacity as the Health Services Administrator, should the Health Services Administrator be unavailable in Winnebago County or be temporarily physically incapacitated.

### **On-Call Staff**

The selected Proposer shall provide 24-hours per day, seven (7) days per week including holidays, emergency "ON-CALL" services for:

- Health Services Administrator and/or Director of Nursing
- A physician (shared with NP/PA)

Upon reasonable notice, any health care staff of the selected Proposer must be available for court appearances necessitated by actions and/or incidents connected with the performance of a resulting contract.

Any health care staff of the selected Proposer must be available to attend inmate medical grievances. Resolution of inmate medical requirements must be addressed within thirty-six (36) hours of receipt of the medical grievance.



The Health Services Administrator or Director of Nursing of the selected Proposer will be required to attend all monthly scheduled or special meetings designated by the Project Manager on any phase of health care programs as they affect the proper and timely health care administration of inmates housed at the Facility. These meetings will be used to evaluate statistics, program needs, problems, and to coordinate between custody and medical personnel.

The Proposer shall guarantee that coverage will be provided according to the schedules agreed to by the County. Failure to provide coverage will result in a penalty of \$500 for each shift which is not covered. The penalty will be deducted from the monthly billing for services.

Communication of abnormal incidents (i.e. identification of infectious disease, serious injury, hospital visit, offsite medical appointments, treatment accidents/errors) are required to be verbally reported immediately to the Project Manager, if available, followed up by written notice within twenty-four (24) hours.

The selected Proposer will provide appropriate methods of communication for the delivery of their health care services. Non-English speaking inmates will be provided a means of translation. Inmates with disabilities that impact their ability to communicate will be provided qualified interpreters when necessary for effective communication.

Interpreters are mandatory for regularly scheduled health care appointments, programs, and treatment.

#### **A4 Special Diets for JDC**

The WCSO (Food Service) furnishes all meals to all JDC detainees. The WCSO (Food Service) will supply proper meal, nutrients, and caloric intake as specified by the selected Proposer's physician for that specific diet and detainee. The selected Proposer will only prescribe therapeutic and not preferential diets. As an example, "*I do not like mayonnaise*", is a preferential diet. Allergic inmates will be tested by the selected Proposer to verify a specific allergy and not take the inmate's word or statement. The selected Proposer will notify the WCSO Food Service via E-mail each time a detainee has been sent to the hospital for longer than one day so the detainee feeding roster can be adjusted. Pregnant women are only given special diets, if necessary.

Medical staff will carefully monitor each inmate and their specific requirement for a special diet. It will be the responsibility of medical staff to remove a detainee's special diet requirement if the individuals prescribed therapeutic circumstances have been satisfied.

#### **A5 Treatment Requirements for JDC**

1. Selected Proposer shall provide complete information on proposed staffing to include title, number of full-time and relief staff by day, shift and location. Adequate health care personnel are required for five (5) hours per day, seven (7) days a week inmate health care services. The exact hours of coverage shall be determined by the Proposer and subject to agreement by the County but must include hours in the morning between 7:00 AM and Noon and in the evening between 6:30 PM and 10:30 PM.
2. Physician services sufficient to provide the required needs of each day and assure

- medical evaluation/follow-up within twenty-four (24) hours of post nursing triage referral (including weekends and holidays). In addition, twenty-four (24) hour physician on-call services with availability for telephone consultation and on-site needs.
3. Provision for five (5) hours a day, seven (7) days a week emergency services to include response to the location of on-site emergencies using provider medical staff, and outside hospital services using one or more health care providers. This will include emergency medical services for Facility employees injured on the job while in the performance of their duties, and visitors or contractors at the Facility. The treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
  4. During the five (5) hours a day coverage, the hours for routine nurse sick call shall be at levels which allow for all inmates needing medical services to be seen on the same day that they request such services. Minors must be able to be seen outside of scheduled sick call rounds which are done in the housing units when needed.
  5. During the hours they are on site Nursing services must be available to provide for the following:
    - a. Medication passes.
    - b. Contacting parents/legal guardians/probation officers/outside health care providers to obtain medication or medical information to ensure continuation of care during the minor's time in the Detention Center.
    - c. Intake screening of all inmates, at time of admission.
    - d. Histories and physicals on all inmates, within seven (7) days of admission.
    - e. Sick call triage and follow-up on a daily basis.
    - f. Appropriate and timely responses to medical needs and emergencies.
    - g. Removal of body piercings except those, which would require a surgical procedure to remove.
  6. Provision for mental health evaluation services to meet IDJJ and National Commission on Correctional Health Care Standards for Mental Health Services.
  7. Provision for necessary laboratory and off site x-ray services. All abnormal laboratory or x-ray results must be reviewed by a physician with a follow-up plan of care outlined. Whenever possible, a portable x-ray service shall be provided on site by the proposer to eliminate the need to transport the minor outside.
  8. The selected Proposer's medical and mental health staff shall share relevant information including, but not limited to, communicable disease and behavior problems/disorders with the Project Manager.
  9. Define a program for meeting the special needs of the female population; e.g., pregnancy. Include provision for on-site gynecologic and obstetric care as well as ultrasound services whenever possible.
  10. The selected Proposer will **not** be responsible for general housekeeping duties in Medical Exam Room.
  11. Detainees shall not be allowed to provide any health care services, including recordkeeping or translation.

#### **A6 Minimum Requirements for Psychiatric Care for JDC**

The selected Proposer shall provide evaluations within seventy two (72) hours after a referral is made or the minor is placed on suicide watch. At a **minimum**, a Psychiatrist shall be available two (2) hours per month. At a **minimum**, a qualified mental health professional shall be available five (5) days per week generally Monday – Friday for a total of twenty (20) hours per week.

#### **A7 Minimum Requirements for Follow-up Care and Recordkeeping**

1. Documentation will be placed in the appropriate medical record including but not limited to all assessments, discussions, medical and mental treatment decisions, diagnostic testing, referrals, etc.
2. Medical evaluations must support medical confinement of the inmate based upon risk of physical danger to self or others.
3. Medical service must continue to provide follow-up care and treatment during the entire time an inmate is held in medical confinement.
4. Staffing for detainees in medical confinement that require one-on-one observation as determined by a mental health professional will be the responsibility of the Proposer.
5. A Psychiatrist, or qualified mental health professional, shall be responsible for determining when an inmate is cleared from medical confinement.
6. All detainees referred for mental health evaluation shall receive a comprehensive examination and shall be referred to a psychosocial history and mental status evaluation as deemed necessary or appropriate.
7. Proposers shall develop and implement a suicide prevention program in accordance with NCCHC standards.
8. Proposers shall provide a sample protocol for tracking, monitoring, and dealing with actively suicidal detainees.

#### **A8 Preliminary Health Screening/Evaluation of Detainees**

1. All preliminary health examinations and evaluations shall be conducted at the Facility.
2. Preliminary evaluation findings are recorded and entered into an electronic medical records (EMR) system (optional) provided and approved by the selected Proposer and as approved by Project Manager. Additionally, this evaluation will be included in the individual permanent record.
3. The Proposer will provide a comprehensive list of rejection criteria to the Project Manager.
4. The selected Proposer will **not** be responsible for performing body cavity searches nor collecting physical evidence except for blood draws.
5. The preliminary health screening shall include the following information (at a minimum) to be recorded in inmate's health record:
  - a. Written description of any current and past illnesses, health conditions, or special health requirements (i.e., dietary needs); chronic health conditions; past serious infectious diseases; current communicable illness symptoms (e.g. chronic cough, coughing up

blood, lethargy, weakness, weight loss, loss of appetite, fever, night sweats), past or current mental illness and/or mental health problems (including hospitalizations), history of or current suicidal ideation, dental problems, allergies, legal and illegal drug use (including type, amount, and time of last use), drug withdrawal symptoms, and for females history of gynecological problems and current or recent pregnancy.

- b. Complete notation of observations concerning appearance (e.g., sweating, tremors, anxious, disheveled), behavior (e.g., disorderly, appropriate, insensible, under the influence of alcohol or drugs), state of consciousness (e.g., alert, responsive, lethargic), ease of movement (e.g., body deformities, gait), breathing (e.g., persistent cough, hyperventilation), skin (e.g., including lesions, jaundice, rashes, infestations, bruises, scars, tattoos, and needle marks and other indications of drug abuse), and mental status.
- c. Testing and recording of height, weight, pulse, blood pressure, temperature, and oxygen saturation.
- d. Screening tests for tuberculosis at or before the initial physical.
- e. Arranging with County District Health Department or Illinois Department of Public Health for screening tests for venereal disease, HIV, Hepatitis, and urinalysis testing if appropriate.
- f. A classification system that will comprehensively identify the health service needs and housing limitations. Detainees must be medically cleared before they are sent to a housing area.
- g. All new booking/screening charts shall be reviewed and signed by the MD/PA/NP within seven (7) days.
- h. Based upon all factors observed or tested above, the selected Proposer must determine and complete any emergency health treatment or additionally required health services.

#### **A9 Minimum Requirements for a Comprehensive Health Evaluation for JDC**

The selected Proposer shall perform a comprehensive health evaluation on each inmate within seven (7) days after booking into the Facility. Additionally, this evaluation will be included in the individual inmate's permanent health record. If the inmate has received a health appraisal within the previous seven (7) days, a new appraisal is not required except as determined by a physician or his/her designee.

1. A qualified health care professional as defined under standards for full population initial health assessments shall review preliminary screening results, shall gather additional data as required to complete a standard comprehensive health history profile (including medical, dental, psychiatric, and immunization histories), review of symptoms, shall record vital signs (height, weight, pulse, blood pressure, temperature, and oxygen saturation), and shall conduct a physical examination.
2. A physician shall ensure documentation of comprehensive health evaluations

- when out of range test results occur or other significant findings are present.
3. The selected Proposer shall record any additional laboratory or diagnostic tests as directed by the physician for any particular medical or mental reason.
  4. Detainee therapy shall be initiated timely as is medically appropriate.
  5. Other tests, immunizations, and examinations shall be given to detainees as appropriate.
  6. For any female inmate, the selected Proposer shall note the following information, and shall conduct a pelvic and breast examination, if deemed medically necessary:
    - a. Menstrual cycle
    - b. Unusual bleeding
    - c. Current use of a contraceptive medication
    - d. Presence of an Intrauterine Device (I.U.D.)
    - e. Breast masses
    - f. Pregnancy
  7. The Proposer shall provide health care services to pregnant detainees, but health care services provided to an infant following birth will be the responsibility of the County.
  8. A mental health evaluation shall be performed by a qualified mental health professional. At a minimum a MSW level qualified mental health professional will be utilized for this purpose. Appropriate care, treatment, and follow-up shall be provided.
  9. Screening tests for tuberculosis, venereal disease and other tests, as well as urinalysis will be performed, as clinically indicated, or as directed by applicable local, State or Federal statutes.
  10. The selected Proposer will provide for all necessary follow-up for any health problem identified by the physical examination and/or any test. A physician shall review this follow-up for appropriate disposition and plan of care. Detainees referred for treatment as a result of the physical examination must be seen the following day unless the provider making the referral orders them to physician sick call on another day. The only exception to this would be for life threatening discoveries.

#### **A10 Blood Draws**

1. The selected Proposer shall perform blood draws as requested by the Juvenile Detention Center and its user agencies. The requesting agency or lab will provide blood collection kits. The Proposer shall be responsible for either conducting the test and providing the results to the requesting party or ensuring the delivery of the specimen to the appropriate testing facility.
2. The selected Proposer shall provide standards of proper handling, supervision, documentation, tracking, and storage of blood draws for medical matters.
3. Proposer shall ensure that qualified staff is available, to conduct blood draws.

### **A11 Laboratory and X-Ray Services**

1. The selected Proposer shall be responsible for furnishing all necessary laboratory services on-site.
2. To the extent that these services are required but cannot be rendered on-site, such as x-rays, the selected Proposer shall be responsible for arranging and paying for appropriate off-site service. Only a physician, Nurse Practitioner, or Physician's Assistant may authorize services under this requirement.
3. All reports must be HIPAA compliant.

### **A12 Pharmaceutical Services**

1. For Jail: The selected Proposer shall be responsible for furnishing complete pharmaceutical needs. Note: Unless otherwise proposed.
2. For JDC: The Proposer shall be responsible for contacting the appropriate parties (Parents, Legal Guardians; Probation Officers; Department of Children and Family Services; Placements, etc.) to obtain a minor's
3. Only a physician, psychiatrist, or NP/PA may authorize pharmaceutical needs.
4. With exception of detainees housed in Infirmary, medications will be administered in Housing Units or Rec Area. These services are also known as Med- Passes.
5. The selected Proposer shall record the administration of medications in a manner and in a mutually approved system to include documentation of the fact that detainees are receiving and ingesting their prescribed medications.
6. Documentation shall also be required when an inmate's ordered medication was not administered and the reason given (e.g., patient refusal).
7. The selected Proposer shall comply with, and be required to maintain all necessary records, as required by the NCCHC, IDJJ and NRS.
8. The selected Proposer shall provide for:
  - a. On-site dispensing of over-the-counter (OTC) medications as well as prescribed medications. The Proposer is responsible for the purchase and provision of the OTC medication.
  - b. All prescription medication must be controlled, dispensed, and documented by licensed medical personnel and follow State and Federal regulations.
  - c. All controlled substances, syringes, needles, dispensing instruments and surgical instruments shall be stored under secured conditions. Access to the secured area shall be controlled and limited by the selected Proposer.
9. The parents/legal guardians are responsible for the provision of prescription medication. The Proposer shall develop a procedure for the intake and release of this medication; the verification of the dosage and medication which is brought into the facility; and the timely notification of parents/legal guardians when the medication must be refilled. The procedure which is developed must ensure that the medication can be dispensed as soon as the next required dose after the medication is received.
10. The Proposer will provide a list of all over the counter medications and consumables they will have on site at all times.

### **A13 Sick Call Services for JDC**

The selected Proposer shall provide for sick call services on the following basis:

- a. Nurse triage and treatment of sick call requests under nursing assessment protocols by the minimum LPN level medical professional on a daily basis.
- b. The MD, RN, NP, or PA shall meet with minors referred to them by either the nursing staff or detention staff during their regularly scheduled on site hours.
- c. Subject to the recommendations of the medical professional or that of the Facility staff, any detainee not capable of attending sick call shall be provided sick call and triage services in the detainee's cell.

#### **A14 County Electronic Medical Recordkeeping System (EMR) for JDC**

The County currently does not utilize any electronic medical recordkeeping system. We request, as part of the Proposals to be included as Optional pricing. It is not mandatory that the Proposer provide EMR however, the County does prefer it.

Proposers shall provide as a component of their RFP proposal a complete description of any electronic recordkeeping system they currently utilize, or plan to utilize, if they are successful in the award of a medical services contract with the County. Providers shall include a narrative and display of all applicable screens. The electronic medical record will require a complete health record to include continuity of care reports and documentation. Furthermore, all Proposers shall indicate if their electronic recordkeeping system allows customization of required WCSO medical forms and how quickly this can be accomplished. If selected by the County an approved electronic recordkeeping system must be operational at the Facility within three (3) months of contract start date. Proposer's electronic recordkeeping system must be compatible (uploading and downloading) with other possible applications and the cost will be the responsibility of the selected Proposer.

The selected Proposer must provide assurance that the County will be allowed controlled (i.e., designated by security clearance) access to the inmate medical data captured in an approved electronic recordkeeping system. Electronic software selected must meet the County's information technology security requirements and standards.

The selected Proposer will be allowed County internet access with certain firewall restrictions. If Internet access is desired without these restrictions, the County will allow the selected Proposer to install a separate DSL.

#### **A15 Medical Records Requirements for JDC**

The selected Proposer shall be responsible for the creation, retention, and safeguarding of all medical records of any individual inmate at the Facility. Individual health care records shall be initiated and maintained for every inmate as a result of a screening process or for services rendered following the detainees assignment to a housing area.

All detainees will be seen by a health care professional and will have a medical record which is kept up to date at all times, and which complies with a problem-oriented medical record format and standards. All hand written progress notes must be legible and scanned into an EMR system must be legible, if the County elects to go with EMR.

The record will accompany the inmate at all health encounters, and a summary of the record will be forwarded to the appropriate facility (i.e., State of Illinois correctional system) in the event of a transfer.

All procedures concerning the confidentiality of the medical record must be followed. In addition, the medical record will be integrated as to medical, dental, and mental health care delivered.

Medical records will be maintained in compliance with State and NCCHC standards.

All medical, dental, and mental health records shall remain the property of the County. Upon termination of a resulting medical services contract, all inmate medical records shall be delivered to and remain with the WCSO. WCSO must be able to retrieve and read all electronic records in the event of termination of a resulting medical services contract.

All detainees, upon return from outside hospital stays or clinic visits, are to be seen by a health care professional that meets the standards of NCCHC. A note regarding this review with reference to in-house follow-up must be documented in the inmate electronic medical record.

The results of tuberculin tests are read and documented on a daily basis.

Medical services shall perform reviews, medical examinations, medical summaries or certifications as necessary for inmate transfers to any other agency and they must be completed within seventy-two (72) hours from the time names are provided.

All individual medical and psychiatric records shall be maintained separately from the individual confinement records. Under no circumstances will the selected Proposer allow any inmate access to any medical record, unless detainee is no longer in custody and the request is made in writing.

The County will accept the standard medical forms as supplied by the selected Proposer if the forms comply with all correctional and medical standards in effect at time of proposal award. All forms will be maintained in an EMR system. All records shall be retained as required by the NRS and Illinois Administrative Codes.

The health record shall include, but not be limited to:

1. Identifying information
2. Intake preliminary health evaluation screening form.
3. Comprehensive health evaluation form.
4. A problem list containing medical, mental health, and dental diagnoses and treatments as well as any known allergies.
5. Progress notes of all significant findings, diagnoses, treatments, and dispositions.
6. Clinician orders for prescribed medication and medication administration records (e.g., administered or not, date, time and by whom).
7. All complaints of illness or injury.
8. Place, date, and time of each clinical encounter.
9. Flow sheets.
10. Consent and refusal forms.



11. Documentation of necessity for involuntary treatment or medication.
12. Release of information forms.
13. All request forms.
14. All medical grievance forms.
15. Printed name, signature, and title of each documenter.
16. Reports of laboratory, radiology and diagnostic studies.
17. Results of specialty consultations and off-site referrals.
18. Discharge summaries of hospitalizations and inpatient stays.
19. Special needs treatment plan, if applicable.
20. Immunization records, if applicable

The selected Proposer agrees to safeguard detainee's protected health information in accordance with the requirements outlined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The selected Proposer shall have its employees and agents who participate in a resulting contract to sign non-disclosure agreements that comply with the HIPAA requirements. The selected Proposer shall use a clause similar to this Paragraph in its subcontracts. The selected Proposer also agrees not to use or further disclose detainee's protected health information other than as permitted or required by a resulting contract, or as required by law.

A complete legible copy of the detainee's medical record shall be available at all times (through controlled access), to the JDC and shall be available to accompany each detainee who is transferred from the Facility to another location for off-site services.

Subject to applicable law regarding confidentiality of medical records, the selected Proposer shall comply with Illinois law and the County's policy with regard to access by detainees and Facility staff to medical records.

Information that is necessary for the classification, security, and control of detainees shall be provided to the appropriate Facility staff. In the case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, the selected Proposer will provide access to and copies of the appropriate medical record to the Facility staff.

No information contained in the inmate's medical record shall be released by the selected Proposer except as authorized by the County, by a court order, or otherwise in accordance with the applicable law. In such event, the selected Proposer shall provide the County written notification when information is released to a party that is not the County.

Inactive medical records shall be maintained in accordance with the laws of the State of Illinois and AMA. After two (2) years, inactive medical records shall be converted to microfilm or digital imaging at the selected Proposer's expense.

Information concerning any court or legal documents affecting detainees and the selected Proposer must be provided, in writing, to the designated Facility representative (Project Manager, if available) prior to the close of the shift of service/receipt.

If an inmate medical record cannot be located, within forty-eight (48) hours of the discovered

loss, a duplicate record shall be immediately generated. Any clearance information that cannot be determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two files shall be joined to form one file.

#### **A16 Continuous Quality Improvement Program for JDC**

1. The selected Proposer shall be responsible to institute and maintain a Continuous Quality Improvement (CQI) Program with at a minimum quarterly audits of inmate health care services (includes a review of inmate utilization data) with documentation of deficiencies and corrective action planned.
2. This program shall include a provision for program and contract monitoring (peer review) by an “outside” correctional health care consultant on an annual basis; the results of which shall be made available immediately to the Project Manager.
3. All other NCCHC compliance indicators for a CQI Program shall be implemented. The objective of quarterly and/or annual audits/reviews is to ensure that quality cost effective health care services are available to all detainees.

#### **A17 Infectious and Communicable Disease Training, Testing & Immunizations**

1. The selected Proposer shall arrange, provide, and pay for infectious and communicable disease training, testing, immunizations, and counseling, to include Hepatitis B and Tuberculosis testing, for their health care staff providing services under a resulting contract.
2. The selected Proposer shall participate in all follow-up for communicable disease management with the Winnebago County Health Department, State, and Federal agencies as required by regulation and statute.

#### **A18 Infectious Waste Management for JDC**

The disposal of contaminated waste generated in the normal conduct of business shall be the responsibility of the selected Proposer. This material must be removed from within the Facility to a secure area and disposed of in accordance with all Federal, State, and local laws. The County Health Department must approve any disposal plan to include method and frequency prior to implementation.

#### **A19 Durable Medical Equipment for JDC**

1. The selected Proposer is expected to use and maintain the equipment currently available in the Facility.
2. The selected Proposer is expected to purchase and maintain any other equipment required for performance of services, at its own account and expense.
  3. The selected Proposer is responsible for providing equipment that operates in good working condition and for ensuring that it operates safely.
  4. The selected Proposer will be responsible for the repair and replacement or equipment/parts that are damaged, broken, or renders the equipment to be inoperable or unsafe. This includes county-provided equipment if the damage or loss was caused by the negligence of the selected Proposers’ employees.
  5. The selected Proposer shall maintain all medical equipment to comply with local,

State, and Federal guidelines and regulations.

6. The selected Proposer shall conduct and document periodic inspections per manufacturer's recommendations.
7. The selected Proposer retains title to any equipment it purchases, and will move same upon contract completion or termination.
8. The County will provide the following medical equipment and/or furniture:
  - a. Desk and chairs;
  - b. File cabinets;
  - c. Telephones instruments;
  - d. Wheelchairs;
  - e. Automated External Defibrillator (AED);
  - f. Inmate cell timekeeper equipment;
  - g. Inmate cameras/monitors;
  - h. A radio for use by health care staff when on duty.
  - i. Medical equipment in treatment room (exam table and cabinets);
9. The selected Proposer shall provide and clearly label/track for inventory purposes the following items:
  - a. Mobile x-ray and/or on-site digital x-ray (can be provided on an "as needed" basis)
  - b. On-site electrocardiogram EKG service
  - c. All CPR equipment and medication/medical carts except AED's
  - d. Any sterilizers
  - e. All autoclaves
  - f. Any further exam tables required
  - g. All small refrigerators (if desired)
  - h. All facsimile machines required
  - i. All computers/printers required
  - j. All wire baskets/carts
  - k. All pulse oximeters
  - l. All blood pressure cuffs (regular and electronic)
  - m. All privacy screens
  - n. All infectious waste receptacles
  - o. All locking medical carts
  - p. All emergency bags
  - q. All oxygen carts/regulators
  - r. All oxygen concentrators
  - s. All glucometers
  - t. All electronic thermometers
  - u. All walkers
  - v. All stethoscopes
  - w. A fetal heart monitor
  - x. All backboards required

- y. Any scales required
  - z. All copy machines required
10. All daily care medical products and office supplies.
  11. Prior to undertaking any medical care services pursuant to a resulting contract, the selected Proposer and the Project Manager will jointly conduct an opening inventory of medical and non-medical equipment. The opening inventory will be audited and updated on an annual basis.
  12. The County shall not be liable for loss of or damage to equipment and supplies belonging to the selected Proposer, its agents, employees, or subcontractor unless such loss or damage was caused by the negligence of the County or its employees.

**A20. Discharge Planning for JDC**

1. Discharge planning refers to the process of providing for the continuation of care for a minor who is receiving medical or psychological services in the facility when they are released. For the most part this will consist of providing information on the care plan the minor received in the facility to the accepting agency or party. In some cases the proposer will be asked to complete a physical for the accepting agency prior to the minor's release. The proposer will be expected to provide this service during the normal course of operations and to complete the necessary documentation that the physical or exam has been completed.
2. Proposer's staff are to count the medication the minor is receiving and provide medication to detention staff who will release it to the accepting agency or party.
3. Proposer's are required to provide discharge planning services to be conducted at the Facility to cover both medical needs (i.e., detoxification of drug and alcohol addicted detainees) as well as mental health issues.
4. Proposers are required to address both program scope and additional contract cost to provide these services.

**A21 Emergency Response Plan for JDC**

1. The selected Proposer shall prepare an emergency response plan to protect the health, safety, and welfare of detainees, staff, and visitors during emergencies.
2. This plan must be approved by the JDC and at a minimum address the following: responsibilities of health staff during an emergency, procedures for triage, predetermination of a site for care, telephone numbers and procedures for calling health staff and the community emergency response system, procedures for evacuating inmate patients, and alternate backups for each of the plan's elements.
3. At the discretion of the Deputy Director, one (1) mass disaster drill may be conducted annually in the Facility in coordination with JDC staff.
4. At least one health emergency man-down drill will be practiced annually on each shift where health staff is regularly assigned.
5. The Proposer will coordinate with and assist JDC, State and local staff for Point of Distribution (POD) prophylactic dispensing of medication/immunization in the event of an emergency pandemic or bioterrorist event as deemed necessary by State and Local Officials.

**A22 Excluded Services for JDC**

1. The selected Proposer shall not be responsible for the cost of any medical treatment or health care services required to medically stabilize any individual who has an injury or illness and is in immediate need of emergency medical care who is presented at the Sally Port entrance to the Facility. This is the responsibility of the Arresting Agency.
2. The detainee will not be accepted back into the Facility without a written medical release or a refusal of treatment form signed by the treating physician. After acceptance under these conditions, the selected Proposer will be responsible for the continuation of care for the minor. This includes but is not limited to setting appointments for the minor; evaluation of the need for care (i.e. medical necessity vs. elective) and others.
3. The selected Proposer shall not be responsible for the provision of eyeglasses or any other inmate vision services other than care for eye injuries or diseases.
4. The selected Proposer shall not be responsible for costs associated with the medical care of any infants born. The selected Proposer shall provide health care services to pregnant detainees, but the costs of health care services provided to an infant following birth will not be the responsibility of the selected Proposer.
5. Individuals granted “temporary release” are not eligible for health care service and the selected Proposer is not required to provide health care services to individuals who become ill or are injured while on “*temporary release*” status. However, upon an inmate’s return to the Facility, the inmate is entitled to full health care services.
6. The selected Proposer will not be responsible for providing elective medical care services to detainees. For purposes of a resulting contract, “elective medical care” includes medical care which in the opinion of the selected Proposer is not medically urgent, nor will it threaten life or limb if withheld. Decisions concerning elective medical care shall be consistent with the applicable IDJJ/NCCHC/AMA standards.

**A23 Financial Requirements for JDC**

The selected Proposer shall be responsible for all costs related to detainee health care services and equipment (not provided by the County) including, but not limited to:

- a. Office and medical equipment (not provided by the County) necessary to provide the level of medical and pharmacological services described in this request for proposal and in the selected Proposer’s response;
- b. Required personnel;
- c. Forms, office supplies, books.
- d. Contaminated waste disposal.
- e. Any other equipment or supplies required for the day-to-day operation of a resulting health care services contract.

**APPENDIX B Jail**  
**FACILITY STATS**

**B1 Background Information**

The Winnebago County Sheriff’s Office (WCSO) currently operates a single Facility in Rockford, Illinois. This facility opened in 2007 and has a jail population operational capacity of 1,318 inmates. Average population is 700 to 720 ADP. Roughly, 35 Federal inmates are housed each month.

**B2 Housing Population**

The Facility houses male and female inmates classified as medical, mental health, segregation, max, and general; within the jurisdiction of the WCSO. Additionally, intake and booking requirements for the entire County are performed within this structure.

**Average Daily Population - Jail Facility- see separate attachment**

**APPENDIX B- JDC**  
**FACILITY STATS**

**B1 Background Information**

The Winnebago County Court Services currently operates a single Facility in Rockford, Illinois. This facility opened in 1993 and has a detainee population operational capacity of 50.

**B2 Housing Population**

The Juvenile Detention Center Facility houses detainees within the jurisdiction of the County. Additionally, intake and booking requirements for the County are performed within this structure. A three-year inmate history is reflected below.

**Average Daily Population – JDC Facility**

2021				2022				2023			
	Male	Female	Total		Male	Female	Total		Male	Female	Total
January	21	0	20.6	January	20	2		January	25	7	31.9
Feb	14	3	14.3	Feb	22	2	29.1	Feb	29	4	33.5
March	16	5	14	March	30	7	31.9	March	26	7	28
April	13	5	14.7	April	33	5	34.6	April	24	8	34.4
May	16	1	16.1	May	34	6	33	May	29	4	30.2
June	16	3	18	June	26	2	37	June	32	5	38.7
July	17	4	16.9	July	30	6	35.5	July	34	6	44.9
August	17	4	17.6	August	23	8	30.9	August	30	3	42.6
Sept	19	4	17.8	Sept	37	6	35.2.	Sept	27	5	36
Oct	22	1	19.5	Oct	32	4	38.8	Oct	28	7	39.7
Nov	23	4	23.4	Nov	20	5	39.1	Nov	22	13	37.5
Dec	20	3	23.9	Dec	20	5	34.3	Dec	22	3	35.1
<b>Totals</b>	-----	-----	-----	<b>Totals</b>	-----	-----	-----	<b>Totals</b>	-----	-----	-----
<b>Average</b>	<b>17.83</b>	<b>3.1</b>	<b>18.07</b>	<b>Average</b>	<b>27.25</b>	<b>4.83</b>	<b>31.6</b>	<b>Average</b>	<b>27.33</b>	<b>6</b>	<b>36.04</b>

**Reports of Extraordinary or Unusual Occurrence reported**

Suicide or Attempts, Homicide or Attempts, Escapes or Attempts, Fire, Serious Injury, Battery, Riot or Rebellion, Sex Offences, Assault on Staff or Detainees, Fighting, Restraints Used, OC Spray

<b>Extraordinary or Unusual Occurrences</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
January	0	9	1
February	1	0	0
March	2	0	2
April	0	0	0
May	0	0	2
June	1	2	1
July	0	1	6
August	0	2	3
September	0	3	0
October	0	2	5
November	2	1	4
December	0	1	0
<b>Totals</b>	<b>6</b>	<b>21</b>	<b>24</b>
<b>Average</b>	-----	-----	-----

**APPENDIX C - Jail  
CURRENT STAFFING FOR JAIL**

**Current Jail Staffing**

**ADP: 850**

<b>POSITION</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>Hrs./WK</b>	<b>FTE</b>
<b>ALL SHIFTS</b>									
Health Services Administrator	8	8	8	8	8			40	
Medical Director/Physician		4		4				8	
Office Manager	2	2	2	2	2			10	
RN								392	
LPN								168	
CNA	16	16	16	16	16			80	
Psychiatrist			2					2	
DDS			8					8	
Dental Hygienist			16					16	
MSW	8	8	8	8	8	4	4	48	
Physical Therapist		2.5		2.5				5	

**APPENDIX C - JDC  
CURRENT STAFING FOR JDC**

**Current JDC  
ADP: 50**

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs./WK	FTE
<b>DAY SHIFT</b>									
Health Services Administrator									
Medical Director/Physician		2		2				4	
RN	3	3	3	3	3	3	3	21	
MSW	4	4	4	4	4			20	
<b>TOTAL HOURS/FTE-Day</b>	<b>7</b>	<b>9</b>	<b>7</b>	<b>9</b>	<b>7</b>	<b>3</b>	<b>3</b>	<b>45</b>	<b>1.125</b>
<b>EVENING SHIFT</b>									
LPN	3	3	3	3	3	3	3	21	
<b>TOTAL HOURS/FTE-Evening</b>								<b>21</b>	<b>.525</b>
<b>NIGHT SHIFT</b>									
<b>TOTAL HOURS/FTE-Night</b>								<b>0</b>	<b>0</b>
<b>TOTAL HOURS/FTE per week</b>	<b>10</b>	<b>12</b>	<b>10</b>	<b>12</b>	<b>10</b>	<b>6</b>	<b>6</b>	<b>66</b>	<b>1.65</b>



**APPENDIX D – Jail HEALTH CARE STATS-**

**See separate attachment for Appendix D**

**APPENDIX E – JAIL**  
**HEALTH CARE EQUIPMENT INVENTORY**

<b>Equipment Description</b>	<b>Qty</b>	<b>Equipment Owner</b>
Med Carts	6	PharmX
Dental X-Ray Machine/ X-Ray Viewer/X-Ray Developer	1 each	WCSO
Dental Machine (ProCart)	1	WCSO
Dental Chair & Lights	2	WCSO
EKG		Mobilex
Lab Refrigerator	1	WCSO
Pharmacy Refrigerator	1	WCSO
Otosopes	2	current vendor
Ophthalmoscopes	2	current vendor
Autoclave	1	WCSO
Desks/Chairs	10/20	WCSO
Office Telephones	16	WCSO
Wheelchairs/walkers	many	WCSO
Inmate cameras/monitors	34	WCSO
Gurneys	2	WCSO
Ultra Violet (UV) Sterilizer	6	WCSO
Exam Tables	3	WCSO
X-Ray Viewing Screen	1	WCSO
Electronic Scale	4	WCSO
Book Cases/File Cabinets	16/7	WCSO
Automated External Defibrillators (AED)	6	WCOS
Centrifuge	1	WCSO
Fetal Monitor (Doppler)		Mobilex
Peak Flow Meter	4	current vendor

**APPENDIX E – JDC**  
**CONTRACTOR PROVIDED EQUIPMENT & CONSUMABLES INVENTORY**

**Equipment**

Exam table (JDC has an older one)  
Centrifuge  
Scopes (Ear, Nose, Heart) & Scales (Portable and Floor model)  
Exam Lighting (Currently an adjustable floor base light)  
Blood Pressure Cuffs (Juvenile, Adult, Oversized)  
Locking Medical Cart & Locking Sharps Storage  
Blood Glucose Meter & Nebulizer  
Sharps Containers and Hazardous Waste Pick-up  
Sharps Inventory  
Medical Files

**Consumable Supplies**

Band-Aids (Assorted sizes)  
Tape & Gauze  
Neosporin (or similar ointment for cuts)  
Ice Packs  
Tylenol & Ibuprofen & Diphenhydramine (Benadryl)  
Stock Antibiotic & Stock Nebulizer Amps  
Epi-Pen (Adult & Juvenile)  
Thermometer (Oral or Forehead)  
Wash-A-Way Bags for Soiled Laundry  
Lancets  
Glucose test strips for the supplied meter  
Urine Collection Cups  
Medicine Envelopes or Bags for Meds, which must be passed by staff  
Medicine Cups  
Pregnancy Tests  
Swabs/Test Kits for Strep Throat  
Pulse/Oxygen Meter (fingertip)  
All Office Supplies used by Medical Staff

**Outside Contractors**

Courier Service for Lab Tests  
Prescription Delivery Service  
Portable X-Ray Service

**APPENDIX F BOTH Jail and JDC**  
**GENERAL CONTRACT TERMS AND CONDITIONS**

**C1 Term of Contract**

A resulting contract shall be for one (1) year term.

1. Upon mutual agreement of the parties, a resulting contract may be renewed with written agreement by both parties for four (4) additional, one (1) year term.
2. Either party shall provide a one-hundred and fifty (150) day notice of non-renewal in writing, should renewal of a resulting contract not be desired.
3. A resulting contract may be terminated immediately for "cause." "Cause" includes but is not limited to any breach of contract, security violations, or funding considerations.
4. Changes in the provisions or services to be furnished under a resulting contract may be made, only in writing, and must be approved by the County and the selected Proposer. Any change in the scope of the contract that requires an adjustment to the contract price must be mutually negotiated and agreed to in writing by both parties.

**C2 Start-Up**

The selected Proposer shall be prepared to commence full service under a resulting contract within sixty (60) calendar days, unless otherwise agreed to by both parties, of award by the County Board.

**C3 Funding Out Clause**

The County reasonably believes that funds can be obtained sufficiently to make all payments during the term of a resulting contract. However, in the event the County fails to obligate requisite funds for any ensuing fiscal year(s) for payment of amounts due against a resulting contract, necessitating cancellation of the contract, the selected Proposer shall, upon receipt of a ninety (90) days written notice, agree to hold the County free from any charge or penalty.

**C4 Status of Proposer**

The selected Proposer shall have the status of an "Independent Proposer," and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the County.

**C5 Indemnification**

As respects acts, errors or omissions in the performance of professional services, Proposer agrees to indemnify and hold harmless County, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising directly out of Proposer's negligent acts, errors or omissions in the performance of its professional services under the terms of this agreement. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but

not limited to those acts or omissions normally covered by general and automobile liability insurance, Proposer agrees to indemnify, defend (at County's option), and hold harmless County, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of or in connection with Proposer's (or Subcontractor, if any) acts or omissions, under the terms of this agreement; excepting those which arise out of the negligence of County.

Proposer must either defend County or upon determination that the work performed by Proposer was in any manner negligent or that Proposer failed to perform any duty set forth in this Agreement pay County's cost of defense for any claim, demand, action or cause of action. If County's personnel (attorneys or other professionals) are involved in defending such legal actions, Proposer shall also reimburse County for the time spent by such personnel at the actual cost for such services. In determining the nature of the claim against County, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against County. Nothing contained herein shall be construed as prohibiting Winnebago County and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Proposer shall likewise be liable for the cost, fees and expenses incurred in Winnebago County's or the Proposer's defense of any such claims, actions, or suits. The Proposer shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

**C6 Insurance/Indemnification**

The County has established specific indemnification and insurance requirements for contracts with Proposers to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that Proposers are aware of and accept the responsibility for losses or liabilities related to their activities. All conditions and requirements identified in this Section shall be completed prior to the commencement of any work under a contract.

**C7 Insurance Requirements**

County requires that Proposer purchase Industrial Insurance, General and Auto Liability, and Professional Liability (malpractice) Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by Proposer, its agents, representatives, employees or subcontractors. The cost of all such insurance shall be borne by Proposer. It is understood and agreed that there shall be no Industrial Insurance coverage provided for Proposer or any subcontractors by County. Proposer agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the County to make any payment under this Agreement to provide County with a certificate issued by an insurer. Should Proposer be self-funded for Industrial insurance, Proposer shall so notify County in writing prior to the signing of any agreement. County reserves the right to approve said retentions and may request additional documentation,

financial or otherwise for review prior to the signing of any agreement. Proposer shall include all independent subcontractors as insured's under its policies or furnish separate certificates and endorsements for each subcontractors. Subcontractors shall be subject to all of the requirements stated herein. Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. County with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Proposer and insurance carrier. County reserves the right to require that the Proposer's insurer be a licensed and admitted insurer in the State of Illinois, or on the Insurance Commissioner's approved but not admitted list.

**C8 Verification of Coverage**

Proposer shall furnish County with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by County. ***All certificates and endorsements are to be addressed to the specific County Purchasing Department and be received and approved by County before work commences.*** County reserves the right to require complete, certified copies of all required insurance policies, at anytime

**C9 Minimum Limits of Insurance**

Proposer shall maintain limits no less than:

1. General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Professional Errors and Omissions Liability: \$2,000,000 per claim and \$2,000,000 as an annual aggregate.
4. Proposer shall maintain the existing retroactive date on all future policies with the same insurance company and shall attempt to do so if Proposer changes insurance companies. In the event that Proposer goes out of business during the term of this Contract or the subsequent five year period, Proposer shall purchase coverage for claims which occurred during the period that coverage was in effect but may be reported after the expiration of the normal term of the insurance policy. Proof of payment shall be required of the Proposer. Premium costs to increase Proposer's insurance levels to meet minimum contract limits shall be borne by the Proposer at no cost to County.

**C10 Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County prior to the start of work under this Agreement. County reserves the right to request

additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the County prior to the change taking effect.

**C11 Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability Coverages**

- A. County, its officers, agents, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of Proposer, including the insured's general supervision of Proposer; products and completed operations of Proposer; or premises owned, occupied or used by Proposer. The coverage shall contain no special limitations on the scope of protection afforded to additional insured's, nor shall the rights of the additional insured's be affected by the insured's duties after an accident or loss.
- B. Proposer's insurance coverage shall be primary insurance as respects County, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, agents, employees or volunteers shall be excess of Proposer's insurance and shall not contribute with it in any way.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, its officers, agents, employees or volunteers.
- D. Proposer's 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.
- E. Proposer's insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County except for nonpayment of premium.

**C12 Miscellaneous Conditions**

- 1. Proposer shall be responsible for and remedy all damage or loss to any property, including property of County, caused in whole or in part by Proposer, any subcontractor, or anyone employed, directed or supervised by Proposer.
- 2. Nothing herein contained shall be construed as limiting in any way the extent to which Proposer may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any

Subcontractors under it.

3. In addition to any other remedies County may have if Proposer fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, County may, at its sole option:
  - A. Order Proposer to stop work under this Agreement and/or withhold any payments which become due Proposer here under until Proposer demonstrates compliance with the requirements hereof;
  - B. Purchase such insurance to cover any risk for which County may be liable through the operations of Proposer under this Agreement if Proposer is unable to comply with the insurance requirements, and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - C. Terminate the Agreement.

**C13 Prime Contractor Responsibly**

The selected Proposer will assume responsibility for delivery of services and application performance, regardless whether or not the selected Proposer subcontracts any of these items and services. The selected Proposer will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Selected Proposer will be totally responsible for all obligations outlined under this RFP.

**C14 Licenses, Permits, and Fees**

Selected Proposer shall be wholly responsible for acquiring any and all required licenses and permits required by Federal, State, or local laws, rules, or regulations, including business license, and for maintaining said licenses and permits in full force for the entire period of a resultant contract. Note that possession of business license(s) shall not be construed as a prerequisite for submission of a proposal in response to this RFP. However, selected Proposer shall provide an initial copy of the business license to the Project Manager at annual renewals.

**C15 Compliances with Laws**

All services, work and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and whether or not they appear in this document, including those specifically referenced herein. The successful Proposer must be authorized to do business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request.

The Proposer must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Proposer must require any and all subcontractors to do so. Failure to do so is an event of disqualification and/or default and may result in the denial of this proposal and/or termination of this Agreement.

In the event Federal or State funds are being used to fund this contract, additional certifications will be required. Lack of knowledge on the part of the vendor will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the Proposer, it reserves the right to reject any proposal, cancel any contract and pursue any other legal remedies deemed necessary.

**C16 Restrictions of Specifications**

This document is not intended nor shall it be interpreted to constitute restrictions and/or to discourage potential vendors from submitting a proposal, which shall satisfy the minimum requirements, specified herein.

1. The County shall reserve the right to accept or reject proposals received in response to this request, and to waive minor irregularities or technicalities when to do so is in the best interest of the County. The County shall not be obligated to pay for any information obtained from or through any vendor prior to entering into a contract with the selected Proposer.
2. Any Proposer who fails to meet the mandatory minimum requirements stated in the RFP may be rejected. Proposer's is who do not comply with the technical or cost requirements of the RFP may also be rejected.
3. The County reserves the right to award a contract to the Proposer who submits the most comprehensive and advantageous proposal to the County, within the budgetary constraints of the County, and meets or exceeds the qualifications specified in this RFP and appendices thereto.

**C17 Request for Proposal – Withdrawal**

A proposal may be withdrawn at any time before the scheduled opening date and time. An Offeror or the Offeror's authorized representative may withdraw the proposal in person if, before the scheduled opening date, the identity of the individual requesting withdrawal is established and that person signs a receipt for their proposal. A proposal may not be withdrawn if the offer opening has begun. All documents concerning a modification or withdrawal of a bid/offer shall be retained in the appropriate file.

**C18 Proposal Cost Errors**

Proposers are expected to thoroughly examine the RFP and all instructions. Preparation of cost extensions shall be at the risk of the Proposer. In the event of an error by the Proposer in cost extension, the unit price of the Proposer shall prevail. It is the responsibility of each Proposer, before submitting a proposal, to examine the RFP thoroughly; visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the services; consider Federal, State, and local laws and regulations that may affect cost, progress, performance or furnishing of the services; and to study and carefully correlate the observations of the Proposer with the RFP. Proposers shall notify the Winnebago County Purchasing Department, in writing, of any and all conflict, errors or discrepancies in the RFP. No information derived from any part of the RFP or from the County or its representatives, shall relieve the Proposer from any risk or from fulfilling all terms of a resulting contract.



**C19 Proposal, Agreement, and Disposition**

The contents of a proposal and any clarifications thereto submitted by the selected Proposer and accepted by the County shall become part of an ensuing contract. The final contract shall incorporate the RFP and all appendices, Proposer’s response, and any negotiated points of agreement between the parties.

1. All proposals shall become the property of the County and shall not be returned to the Proposer.
2. All proposals shall become public record under the laws of the State of Illinois, and the public shall be given access to non-confidential portions.

**C20 Signature of Proposer Agent**

An officer of the Proposer’s company shall sign each proposal and any clarification to that proposal or a designated agent empowered to contractually bind the firm.

**C21 Negotiation**

The County reserves the right to negotiate (including Best and Final Offer BAFO) any terms and conditions of proposals received, with the final RFP candidate(s) prior to acceptance/rejection of said proposal(s). It is the County’s reserves the right to request from selected proposers, proposal clarifications, if deemed necessary.

**C22 Best and Final Offer (BAFO)**

The County reserves the right to request a Best and Final Offer from the finalist Proposer, if it deems such an approach necessary. In general, the Best and Final Offer will consist of updated costs, as well as, answers to specific questions that were identified during the evaluation of Proposals.

If County chooses to invoke this option, the finalist Proposal will be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions.

**C23 Appeal by Unsuccessful Proposer**

Any unsuccessful Proposer may appeal a pending bid award prior to award by the Winnebago County Board. See RFP **Section APPEALS AND REMEDIES** for specific details.

**C24 Transfer of Ownership, Change of Name, or Change in Principals**

The selected Proposer agrees that, prior to any sale, transfer, business name change, change in principals, assignment or any other occurrence that alters a resulting contract in any way; they shall notify the Director of Purchasing and Winnebago County Sheriff of their intent to make said change.

**C25 Equal Employment Opportunity & Non-Discrimination**

In connection with the performance of the contract, the Proposer agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the

following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Proposer further agrees to take affirmative action to ensure Equal Employment Opportunities. The Proposer agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Non-Discrimination Clause. The selected Proposer shall comply with all provisions of the Federal/State/local regulations

**C26 Non-Collusion**

The Proposer, by its officers, agents or representatives present at the time of filing this RFP, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Proposers, or with any public officer of the County of Winnebago, Illinois, whereby, the Proposer has not paid or is to pay to such Proposer or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other Proposer or Proposers. Whereby, no inducement of any form or character other than that which appears upon the face of the RFP will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said RFP or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this RFP.

**C27 Warrant against Contingent Fees/Services**

The selected Proposer shall agree to warrant that no person or selling agency has been employed or retained to solicit a resulting contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the selected Proposer for the purpose of securing business. The selected Proposer further warrants that the services shall be performed in full conformity with a resulting contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the selected Proposer to perform the services in accordance with a resulting contract, the selected Proposer shall, at no cost to the County, re-perform or perform the service so that they conform to the warranty.

**C28 Subcontracts/Assignments**

The County must approve, in advance, all subcontracts entered into by the selected Proposer for the purpose of completing the provisions of a resulting contract. The selected Proposer shall not sell, assign, transfer, nor convey any of its rights except with the written consent of the County.

**C29 Entire Agreement**

These Standard Terms and Conditions of the RFP shall apply to any contract, agreement or order awarded as a result of this RFP except where special requirements are stated elsewhere in the RFP; in such cases the special requirements shall apply. Further, the written contract, agreement and/or order with referenced parts and attachments shall

constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the contracting authority. The Winnebago County State's Attorney Office will review the contract or agreement resulting from this RFP.

**C30 Cancellation**

The County of Winnebago reserves the right to cancel any contract in whole or in part without penalty due to failure of the Proposer to comply with terms, conditions and specifications of this contract.

**Cancellation of a Solicitation:** A solicitation may be cancelled or submitted bids or proposals may be rejected in whole or part as may be specified in the solicitation if it is in the best interests of the County. The reasons for such cancellation or rejection shall be included in the procurement file. Every solicitation issued by the County shall contain language stating the County's right to cancel the solicitation and to reject submitted bids or proposals.

**Cancellation of a Solicitation before the Due Date and Time:** The Director of Purchasing has the authority to cancel a solicitation, in whole or part, before the due date and time if a determination is made that cancellation is in the best interests of the County. If a solicitation is cancelled before the required submittal date and time, notice of the cancellation shall be sent to all persons to whom the solicitation had been distributed. The notice shall identify the solicitation and the reason for cancellation. Any received bids/proposals shall be returned unopened to the vendors.

**Cancellation of a Solicitation after Receipt of Bids or Proposals:** The Director of Purchasing has the authority to cancel a solicitation after receipt of bids or proposals, but before award, if a determination is made that cancellation is in the best interests of the County. A notice of cancellation shall be sent to all Proposers or offeror's submitting bids or proposals. Bids or proposals received for the cancelled solicitation shall be retained in the appropriate procurement file. If, within a reasonable time, the Director of Purchasing intends to issue a new solicitation for the same materials, services, equipment, supplies, construction or construction related services the proposals submitted under the cancelled solicitation may be withheld from public inspection upon written determination that this action is in the County's best interest. After award of the second solicitation, bids or proposals submitted in response to both solicitations may be open for public inspection.

**C31 Public Information**

Neither the selected Proposer nor the County shall release any findings or data, derived during the term of a resulting contract, to any person without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

**C32 Confidential Information**

If a person believes a bid, proposal, offer, specification or protest submitted to the County contains either trade secrets or proprietary property, a statement should be included in the proposal submission, which describes and supports their claim. The trade secrets or proprietary property must be specifically identified as the information considered confidential. Entire submissions shall not be eligible for consideration as confidential material. Trade secrets or proprietary property are exempt from inspection and copying under the **Illinois Freedom of Information Act** (the "Act"). The County does not represent, warrant or guarantee that any information designated as trade secrets or proprietary property will in fact be so deemed by any Court, and all Proposers or Proposers assume the risk that any and all information contained in a bid or proposal may not be exempt from disclosure under the Act. The County expressly disclaims all liability for such disclosure.

**C33 Freedom of Information (FOIA)**

Any responses and supporting documents submitted in response to a proposal will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

**C34 Prompt Payment Act**

All County payments are subject to the **Illinois Local Governmental Prompt Payment Act**.

**C35 Research**

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities shall be conducted without prior written consent of the County. The conditions under which research shall be conducted shall be agreed to by the selected Proposer and the County, and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the participation of an inmate as a subject.

**C36 Compliance with NCCHC Standards, IDJJ and State Jail Codes**

The selected Proposer shall provide services under the terms of a resulting contract, which comply with National Commission on Correctional Health Care Standards, IDJJ, AMA and all State of Illinois regulations and codes as they pertain to Facility standards.

**C37 Access to Management Information**

The County, the Department of Court Services and the WCSO shall have the right to access information necessary for review of a resulting contract terms and conditions, and to have independent monitoring of contractual compliance. The selected Proposer shall make available all records or data requested concerning the performance of a resulting contract.

### **C38 Clinical Services**

The selected Proposer shall provide clinical and other services as described in this RFP.

1. Should any equipment or services described herein be in conflict with requirements of the NCCHC, IDJJ or AMA, the standards of these organizations shall prevail.
2. Communicable disease screening is conducted in Intake during the preliminary health evaluation. TB testing shall occur within 14 days admission to the Facility (both Jail and JDC).

### **C39 Specialized Medical Services and Outside Hospitalization (for Jail only)**

1. The selected Proposer shall arrange for specialized medical services and admission of any inmate, who in the opinion of the Medical Director requires hospitalization or specialized medical services.
2. The selected Proposer **shall be financially responsible** for all medically required treatment provided at the Facility and for outside hospitalization and specialized medical services. Proposer can propose alternative options such as CAP, Deductibles, Maximums or Cost Pool.
3. Selected Proposer shall be responsible for seeking reimbursement from inmates, Social Services, or third parties as applicable. Selected Proposer is responsible for implementing a process to screen prisoners for eligibility and ensure Medicare/Medicaid is billed as necessary. The selected Proposer shall agree to seek third party or insurance reimbursement for inmate medical services performed outside the Facility, and shall be allowed to keep, a yet to be determine percent, of all such reimbursements collected. NOTE: Proposer should document in their proposals the percent they would require.
4. Proposer shall share documentation received on all insurance claims with the County. The selected Proposer shall routinely pursue all insurance claims.
5. Social Services Department maintains an Indigent Care Program that accepts hospital bills, ambulance or clinical bills directly from the outside provider for indigent inmates without pre-existing conditions or self-inflicted injuries. This program does include physician bills for indigent care.
6. The selected Proposer shall be additionally responsible for the following:
  - A. Developing and expanding its services and capabilities at the Facility reducing the need for hospitalization and outside medical care. Areas of concern include dialysis and gynecological and obstetric care.
  - B. Establishing regular communications with outside health care facilities to coordinate the referral of inmates requiring emergency or specialized care not available on-site. For each community hospital or off-site specialty service used regularly for medical and mental health care, the selected Proposer shall develop a written agreement that outlines the terms of the care to be provided. Copies of these agreements will be provided the Project Manager

when developed.

C. Reviewing all referrals for hospitalization for appropriateness and necessity prior to admission

D. Arrangement of immediate care and transportation for any inmate requiring emergency care.

E. Establishing policies and procedures with the Project Manager for off-site care regarding the following;

1. Referral methods and scheduling;
2. Transportation and security considerations;
3. Reporting of test results, diagnosis, and treatments;
4. Medical records;
5. Acute care hospitalization and appropriateness review;
6. Patient follow-up; and
7. Emergency services.

F. Closely monitoring all outside health care to ensure that proper care is rendered.

G. Establish Medicaid enrollment to provide medically necessary services for individuals pre and post /involuntary custody to include:

1. Referral to all individuals to Department of Welfare and Supportive Services for SNAP/Medicaid.
2. Agree to bill Medicaid for all medically necessary services approved by Illinois Medicaid, excluding individuals while residing in correctional institutions.
3. Provide coordination between facilities and Medicaid providers to ensure continuity of care for medical, dental, behavioral health, and pharmacy services.
4. Engage in data sharing agreement with the State.

**C40 Material, Supplies, and Equipment**

The selected Proposer shall warrant and represent that the quality and quantity of materials, supplies, and equipment on hand during the effective period of a resultant contract, shall be sufficient to perform all contractually required services.

**C41 Indigent Classification (applies to Jail only)**

The selected Proposer shall be responsible for providing specified services to all inmates while housed in the Facility regardless of indigent classification. Indigent inmates housed in the Infirmary will be identified in an Infirmary Log with the following information: booking number, name, and date/time in, date/time out, days of stay, and reason for stay. Furthermore, the selected Proposer will complete an Inpatient Authorization form for indigent inmates housed in the Infirmary. The Infirmary Log and copies of authorization forms will be provided to Facility Accounting staff monthly.

**C42 Operations Quality Assurance Program**

The selected Proposer shall provide a quality assurance program in their proposal.

**C43 Proposer Personnel and Recruitment**

The selected Proposer shall agree to make employment offers, with the purpose of retention to all of the current medical service provider’s existing full-time health care personnel providing service at the Facility, on the date provision of service is turned over to the selected Proposer. Furthermore, existing full-time health care personnel shall remain employed throughout the term of the contract until they leave through natural attrition or demonstrated inability to perform their duties.

1. Retained employees shall be subject to the selected Proposer’s usual probationary evaluation and personnel management procedures.
2. The selected Proposer shall agree to waive the normal delay in eligibility for benefits.
3. Recruitment for all other staffing shall be as described in the selected Proposer’s proposal.
4. The County may request replacement of any personnel believed unable to carry out the responsibilities of a resulting contract.
5. The selected Proposer’s personnel shall be subject to a criminal background check by the WCSO. Individuals whose background check yields probable cause to question their suitability for employment at the Facility may be required to submit to a CVSA (Computer Voice Stress Analyzer) test prior to being allowed to work. After commencing employment, selected Proposer’s employees deemed objectionable to the WCSO shall have security clearances rescinded.
6. The WCSO and JDC reserves the right to search any person, property, or article entering their Facility.

**C44 HIV/Aids Related Medications**

The selected Proposer shall be responsible for the cost of AZT or other HIV/AIDS related medications for the direct treatment of AIDS. Medications required to treat other illnesses resultant from the AIDS virus shall not be excluded. Note: Proposer can explain in their proposal if there is an exception.

**C45 County Responsibilities**

The County will designate in writing a Project Manager for a resulting contract within fifteen (15) days of a County Board award date. The County will provide written notice to the selected Proposer should there be a subsequent Project Manager change. The Project Manager will be the County’s principal point of contact regarding any contract matters, will provide general direction to the selected Proposer regarding contract performance, and will provide guidance regarding the County’s goals and policies. The Project Manager shall receive all routine reports and correspondence regarding contractual issues. The Project Manager is not authorized to waive or change any material terms of a resulting contract. The additional items listed below will be provided by the County.

1. The selected Proposer and the County understand that adequate security services, consistent with a correctional setting, are necessary for the safety of the agents, employees, and subcontractors of the selected Proposer as well as for the security of the inmates/detainees and County staff. It is mandatory that the agents, employees and subcontractors of the selected Proposer follow all security procedures of the WCSO. WCSO will provide security sufficient to enable the selected Proposer and its personnel to safely provide the health care services described in a resulting contract. Nothing herein shall be construed to make the County or WCSO, JDC, its officers, or employees a guarantor of the safety of the selected Proposers' employees, agents, or subcontractors, including their employees.
2. The County will provide all security and transportation for non-emergency inmate medical care to and from the Facility. This responsibility shall include, but not be limited to: medical, dental, and/or mental examinations at the Facility or at any other local facility reasonably directed by the selected Proposer. When the selected Proposer deems that an emergency situation exists, they shall provide ambulance service at their expense.
3. The WCSO may book and discharge inmates twenty-four (24) hours a day, every day of the year, holidays included. The WCSO is not responsible for establishing exact time of booking and discharge, nor for any specific schedule related to the sentencing of inmates because these times are established by the court having jurisdiction over the matter. The selected Proposer is required to meet the requirements of the non- determinate schedules, and shall not be entitled to any additional compensation as a result thereof.
4. The WCSO will provide a report to the selected Proposer that presents information from which the inmate population can be derived. Except in cases of computer network failure, the WCSO will provide this report within ten (10) calendar days after the end of the month being reported. This report shall be considered the authoritative source for the daily inmate count.
5. The WCSO will provide information to the selected Proposer regarding court orders and legal directives involving inmate health care services, as such information becomes reasonably available.
6. The WCSO will provide space, furniture and limited equipment (with the exception of the items identified herein) standard light fixtures, utilities, telephone instruments, security, and other items the WCSO deems necessary for the efficient operation of a resulting contract.
7. The selected Proposer shall be responsible for all long distance calls, and shall be required to pay for the installation of any additional telephone lines as may be required.
8. The WCSO will provide access to inmates in order for selected



Proposer to meet its obligations under a resulting contract.

9. Upon notification by the selected Proposer that an inmate's medical or mental health condition may worsen or may require extensive care as a result of being incarcerated, the WCSO will review the circumstances, and when security risks permit, shall take appropriate action.

**C46 Reimbursement for Services**

The County agrees to pay the selected Proposer for designated services under this RFP, which shall include all approved staffing, equipment, and supplies necessary to provide services as specified herein.

The selected Proposer shall be responsible for all costs associated with outside hospital and specialized medical services including ambulance costs, with the single exception of those mental health services at a State facility.

**C47 Failure to Meet Service Requirements**

Liquidated damages shall be assessed where vendor repeatedly fails to meet service requirements or fails to correct contract deficiencies. The following shall apply in assessing liquidated damages under this action.

1. No liquidated damages shall be assessed if, within ten (10) business days of first written notice from the County, the vendor corrects reported deficiencies.
2. Liquidated damages in the amount of \$1,000 per day from the date of first written notice, shall be assessed if after written notice from the County, the vendor fails to correct reported deficiencies.
3. Liquidated damages in the amount of \$5,000 per day from the date of first written notice, shall be assessed if after written notice from the County, the vendor fails to correct within twenty-four (24) hours, any reported deficiency that constitutes a serious violation of Illinois Jail Standards, Illinois Department of Juvenile Justice or other conditions, or practices that pose a substantial and immediate danger to the life, health or safety of one or more inmates or employees.
4. Liquidated damages in the amount of \$10,000 per day from the date of first written notice, shall be assessed where the same instance of unsatisfactory service occurs on three or more occasions within a ninety (90) day period, whether or not the deficiencies have been previously corrected.
5. Liquidated damages shall be paid by the vendor to the County within ten (10) business days of receipt of a written notice of demand from the County for damages due.

**C48 Termination**

Winnebago County may terminate any contract or agreement resulting from this RFP at any time for any reason by giving at least thirty (30) days' notice in writing to awarded Proposer. If the contract is terminated by the County as provided herein, the Proposer will be paid a fair payment as negotiated with the County for the work completed as of

the date of termination.

Either party may terminate a resulting contract without cause or penalty upon giving the other party not less than one hundred and fifty (150) days written notice of termination. The County also reserves the right to terminate a resulting contract at any time for "cause" which includes, but is not limited to, any breach of contract or security violations.

However, the County agrees to provide the selected Proposer prior written notice of any performance deficiencies, and shall state reasons for the deficiencies if known to the County.

If within thirty (30) days after receipt of such notice of deficiencies, the selected Proposer fails to cure the conditions stated to be deficient; the County may terminate a resulting contract, order the selected Proposer to stop work immediately and vacate the premises, and foreclose on the performance bond. If within thirty days after receipt of such notice of deficiencies, the selected Proposer provides a written response to the County, which provides an adequate explanation for the "basis of termination" or cures the "basis for termination" to the satisfaction of the County, the contract will remain in full force and effect.

1. The County shall further reserve the right to cancel a resulting contract for cause, and without prior notice on evidence that the selected Proposer shall be adjudicated as bankrupt, or is in receivership, or has made an assignment to creditors of the selected Proposer, or on evidence of any other indication that the financial situation of the selected Proposer shall preclude the ability of the selected Proposer to continue to provide services as agreed upon.
2. Immediate cancellation upon selected Proposer's loss of any insurance coverage as required by this contract. Selected Proposer shall agree to provide the County with notification of any pending cancellation of insurance coverage within forty-eight (48) hours of receipt of such notice.
3. Immediate cancellation in the event the selected Proposer shall come under criminal indictment. If an individual attorney(s) of the selected Proposer comes under criminal indictment, they shall be precluded from performing under a resulting contract.
4. Upon termination of a resulting contract, total responsibility for providing Facility medical services as specified herein shall be transferred from the selected Proposer to the County.
5. If any of the above termination clauses are exercised by either the selected Proposer or the County, the County shall pay the selected Proposer for all services rendered up to the date of termination of a resulting contract.
6. Upon termination of a resulting contract, the selected Proposer shall be allowed to remove from the Facility any stock medications

or supplies purchased by the selected Proposer that have not been used at the time of termination. The selected Proposer shall also be allowed to remove its property from the Facility including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

**C49 Failure to Perform**

The services rendered under a resulting contract are critical to the mandated responsibilities of the County. Therefore, the selected Proposer shall, upon satisfactory notification, reimburse the County for all expenses incurred by the County in providing services, which are the responsibility of the selected Proposer. Such expenses shall be reduced from the monthly payment due the selected Proposer.

In the event a resulting contract is terminated prior to its expiration, all finished or unfinished documents, studies, correspondence, reports, and other products prepared by or for the selected Proposer under a resulting contract shall become the exclusive property of the County. Notwithstanding the above, the selected Proposer shall not be relieved of liability to the County for damage sustained by the County by virtue of any breach of a resulting contract by the selected Proposer.

**C50 Audit of Records**

The selected Proposer agrees to maintain financial records pertaining to all matters relative to a resulting contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to a resulting contract for a period of six (6) years after completion of the contract and any subsequent extensions. All records subject to audit findings shall be retained for six (6) years after such findings have been resolved. In the event the selected Proposer goes out of existence, the selected Proposer shall turn over to the County all of its records relating to a resulting contract to be retained by the County for the required period.

1. The selected Proposer agrees to permit the County or the County's designated representative(s), upon written notification, to inspect and audit its records and books relative to a resulting contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the County desires concerning selected Proposers operation hereunder. If the applicable records and books are not located within Winnebago County, Illinois, and in the event of an inspection and audit, the selected Proposer agrees to have said material delivered to the County or the County's designated representative(s) at an address designated by the County. If the County or the County's designated representative(s) find the records and books delivered by the selected Proposer are incomplete, the selected Proposer agrees to pay the County or the County's representative(s) costs to travel (including travel, lodging,

meals, and other related expenses) to the location where said records and books are stored to inspect, audit, retrieve, copy, and/or transcribe the complete records and books.

2. If, at any time during the term of a resulting contract, or at any time after the expiration or termination of a resulting contract, the County or the County's designated representative(s) finds the dollar liability is less than payments rendered by the County to the selected Proposer, the selected Proposer agrees that the difference shall be either repaid immediately or credited against any future billings due the selected Proposer.

**C51 Integration**

A resulting contract and exhibits shall represent an incorporation of the terms and conditions of the RFP response (proposal) by the selected Proposer, along with negotiated points of agreement, and represents the entire understanding of the parties. A resulting contract shall not be altered in any way without the express written consent of the parties.

**C52 Taxes Not Applicable**

The County of Winnebago, as a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore, those taxes should be excluded. Tax Exempt Number is as follows: E9992-3963-07

**C53 Governing Law**

The laws of the State of Illinois shall govern the contract executed between the selected Proposer and Winnebago County. Further, the place of performance and transaction of business shall be deemed to be in County, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Illinois and more specifically Winnebago County.

**C54 Changes**

If any statute, rule or regulation is passed or any order issued or any statute or guideline adopted or interpretation made, or additional facilities are opened that materially changes the scope of services or materially increases the cost to Proposer of providing healthcare services, Proposer and County agree to negotiate applicable changes in compensation. The County reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County and the successful Proposer.

The Purchasing Department shall issue to the successful Proposer a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

**Attachment A – BOTH JAIL and JDC**  
**DISCLOSURE OF PRINCIPALS**

COMPANY NAME	TELEPHONE
STREET ADDRESS	EMAIL
CITY, STATE AND ZIP	FEDERAL TAX I.D. NUMBER

**NAMES OF OFFICERS OR OWNERS OF CONCERN, PARTNERSHIP, ETC.**

NAME	OFFICIAL CAPACITY
STREET ADDRESS	CITY, STATE AND ZIP

NAME	OFFICIAL CAPACITY
STREET ADDRESS	CITY, STATE AND ZIP

NAME	OFFICIAL CAPACITY
STREET ADDRESS	CITY, STATE AND ZIP

NAME	OFFICIAL CAPACITY
STREET ADDRESS	CITY, STATE AND ZIP

IF FURTHER SPACE IS REQUIRED, PLEASE ATTACH ADDITIONAL SHEET(S)

**Attachment B – BOTH Jail and JDC**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND**  
**OTHER RESPONSIBILITY MATTERS**

The prospective Proposer \_\_\_\_\_  
certifies to the best of its knowledge and belief that it 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 three 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 for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative Date

**I am unable to certify to the above statement. My explanation is attached.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Attachment C - Jail  
PROPOSER'S REFERENCES for JAIL**

List three references of customers who can verify the quality of service your company provide. The County prefers customers of similar size and scope of work to this proposal. Please provide your information using the following form. Note: Provide three each for both the Jail and JDC.

Contract Name	Contract Number(s)		
Contract Manager: Name and Title	Telephone Number		
Address	City	State	Zip
Contract Manager Mail	Size of Facility		
Contract Type i.e., Firm Fixed Price, Cost Plus, etc.	Period of Performance		
Total Contract Value	Role: i.e., Prime, Subcontractor, etc.		
Project description, scope of work performed, services and products delivered			

**REFERENCE CHECK RELEASE STATEMENT**

County is authorized to contact the references provided above for purposes of this RFP.

Signed \_\_\_\_\_ (Authorized Signature of Proposer)

**Attachment D - JDC  
PAST PERFORMANCE AND REFERENCES**

List three references of customers who can verify the quality of service your company provide. The County prefers customers of similar size and scope of work to this proposal. Please provide your information using the following form. Note: Provide three each for both the Jail and JDC.

Contract Name	Contract Number(s)		
Contract Manager: Name and Title	Telephone Number		
Primary Address	City	State	Zip
Contract Manager Email	Size of Facility		
Contract Type i.e., Firm Fixed Price, Cost Plus, etc.	Period of Performance		
Total Contract Value	Role: i.e., Prime, Subcontractor, etc.		
Project description, scope of work performed, services and products delivered			

**REFERENCE CHECK RELEASE STATEMENT**

County is authorized to contact the references provided above for purposes of this RFP.

Signed \_\_\_\_\_ (Authorized Signature of Proposer)



Attachment E – Jail  
**PROPOSER'S SUBCONTRACTOR(S)**

<b>NAME OF PROPOSER</b>	
<b>CONTACT PERSON</b>	

**SUBCONTRACTORS:**

Will you employ subcontractors?    Yes     No

If "YES", identify with each firm's name, address, telephone number and work to be subcontracted (attach additional sheets, as necessary).

SUBCONTRACTOR NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	
<b>WORK TO BE PROVIDED</b> (provide more detail in proposal & indicated with location)	

The Proposer will not change or use subcontractors not identified in this RFP without prior written approval from the County.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the County.

**Attachment E – JDC  
PROPOSER’S SUBCONTRACTOR(S)**

<b>NAME OF PROPOSER</b>	
<b>CONTACT PERSON</b>	

**SUBCONTRACTORS:**

Will you employ subcontractors?    Yes     No

If "YES", identify with each firm's name, address, telephone number and work to be subcontracted (attach additional sheets, as necessary).

<b>SUBCONTRACTOR NAME</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>CITY, STATE, ZIP</b>	
<b>TELEPHONE</b>	
<b>EMAIL</b>	
<b>WORK TO BE PROVIDED</b> (provide more detail in proposal & indicated with location)	

The Proposer will not change or use subcontractors not identified in this RFP without prior written approval from the County.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the County.

**Attachment F- Jail  
PROPOSER'S FEE SCHEDULE for JAIL**

<b>Fees for Contract Services – Jail</b>	<b>Year 1</b>
Base Fee - The population cap for the Jail will be 850.	
Mental Health Care - Staffing Plan and Cost associated with Mental Health Care.	
Physical Therapy Care - Staffing Plan and Cost associated with Physical Therapy Care.	
Fully Functional Electronic Medical Records System. OPTIONAL item	
Optional	
Optional	
<u>Per Diem Cost</u> and credit per prisoner per day that exceeds or is reduced from an 850 population cap for jail based on the monthly average daily population (ADP) of the jail. There will be a waiver of plus or minus 5% to the Per Diem Cost.	

**NOTE: Insert more lines as needed or use your own format for pricing.**

**Attachment F - JDC  
PROPOSER'S FEE SCHEDULE for JDC**

<b>Fees for Contract Services – JDC</b>	<b>Year 1</b>
Base Fee - The population cap for the JDC <b>will</b> be 50	
Mental Health Care - Staffing Plan and Cost associated with Mental Health Care.	
Fully Functional Electronic Medical Records System. OPTIONAL item	
Optional	
Optional	
<b>Extended Cost</b>	
<u>Per Diem Cost</u> and credit per detainee per day that exceeds or is reduced from a 50 population cap for JDC based on the monthly average daily population (ADP) of the JDC. There will be a waiver of plus or minus 10% to the Per Diem Cost.	

**NOTE: Insert more lines as needed or use your own format for pricing.**

**Attachment G – BOTH Jail and JDC**  
**RFP EXCEPTIONS & DEVIATIONS**

Proposer’s shall provide the requested information for each exception or suggested deviation in the table below. By completing and submitting this form, a Proposer acknowledges that its proposal may be deemed nonresponsive.

No.	RFP Section/Question #	Exception Taken and Reason	Proposed Deviation/Proposed Resolution of Exception	Price / Schedule Impact (if any)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

Respondent: \_\_\_\_\_ (Name of Proposer for RFP 18P-2140)

By: \_\_\_\_\_ (Signature)

Date: \_\_\_\_\_

**Attachment H – BOTH Jail and JDC  
PROPOSAL FORM & SIGNATURE PAGE**

PROPOSAL # 18P-2140

<b>Full Name of Proposer</b>			
<b>Contact Person</b>			
<b>Business Address</b>			
<b>City, State, ZIP</b>			
<b>Telephone</b>		<b>FEIN No.</b>	
<b>Email</b>			

**Proposer's Information**

Woman Business Enterprise (WBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Small Business Enterprise (SBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Minority Business Enterprise (MBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

**IF YES, CHECK THE FOLLOWING BOXES THAT APPLY:**

BLACK/AFRICAN AMERICAN	<input type="checkbox"/>	HISPANIC	<input type="checkbox"/>
NATIVE AMERICAN OR ALASKA NATIVE	<input type="checkbox"/>	ASIAN AMERICAN	<input type="checkbox"/>

**TO:** Winnebago County Purchasing Department

The undersigned, being duly sworn, certifies that he or she is:

<input type="checkbox"/> OWNER/SOLE PROPRIETOR	<input type="checkbox"/> MEMBER OF THE PARTNERSHIP	<input type="checkbox"/> OFFICER OF THE CORPORATION	<input type="checkbox"/> MEMBER OF THE JOINT VENTURE
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Further, as Proposer, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated RFP, all of which are on file in the office of the Winnebago County Director of Purchasing, 404 Elm Street, Rockford, Illinois 61101 and all other documents referred to or mentioned in the contract documents, specifications and attached or exhibits, including Addenda

No(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ issued thereto;

Further, the Proposer agrees and proposes, if this proposal is accepted, to provide all necessary, staff, equipment, including transportation services necessary to furnish all the services referred to in the RFP documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder/Proposer and is true and accurate. Further, the undersigned certifies that the Bidder/Proposer is not barred from bidding on this contract because of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating.

The Affiant deposes and says that he/she has examined and carefully prepared this proposal has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

Further, the Proposer certifies that he has provided equipment; supplies and services comparable to the items specified in this RFP to the County and authorizes the County to verify references of business and credit at its option. Finally, the Proposer, if awarded the contract, agrees to do all other things required by the RFP and contract documents, and that he will take in full payment therefore the sums set forth in the contract schedule.

**SIGNATURE OF PROPOSER**

The undersigned is aware that Prevailing Wage Rates (if applicable) apply to all work performed on this contract. It is the Proposer's responsibility to comply with the RFP requirements and to assure compliance by his/her subcontracts and/or lower tier subcontracts required by this contract.

**SIGNATURE** \_\_\_\_\_

Name and Title of Signer \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_