



**CLAY COUNTY**  
**DEPARTMENT OF PURCHASING AND CONTRACT SERVICES**  
**REQUEST FOR PROPOSAL (RFP)**

**RFP NO.:** 40-14  
**TITLE:** Inmate Healthcare Services  
**ISSUE DATE:** 11/14/14

**BUYER:** Julie Lombard  
**PHONE NO.:** (816) 407-3634  
**E-MAIL:** [JLombard@claycountymo.gov](mailto:JLombard@claycountymo.gov)

**PROPOSAL RESPONSES MUST BE RECEIVED BY NO LATER THAN (“CLOSE/RETURN DATE and TIME”):**  
**12/16/14 AT 2:00 PM CENTRAL TIME**

**MAILING INSTRUCTIONS:** Print the SEALED BID LABEL found in Attachment 2 or type **RFP Number, RFP Title** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals **must** be in Clay County Purchasing office prior to the return date and time.

**RETURN PROPOSAL TO:** **CLAY COUNTY ~ DEPARTMENT OF PURCHASING & CONTRACT SERVICES**  
**ADMINISTRATION BUILDING**  
**1 COURTHOUSE SQUARE, 3<sup>RD</sup> FLOOR,**  
**COMMISSION FRONT DESK RECEPTION AREA**  
**LIBERTY, MO 64068**

**CONTRACT PERIOD:** **JANUARY 1, 2015 (or Date of Award, whichever is later) THROUGH**  
**DECEMBER 31, 2015**

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**DETENTION CENTER**  
**14 S. WATER STREET**  
**LIBERTY, MISSOURI 64068**

By signing this RFP cover page, the offeror shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Contract Terms and Conditions. The offeror shall further agree that the language of this RFP shall govern in the event of a conflict with his/her proposal. In addition, the offeror shall further agree that upon receipt of an authorized purchase order from Clay County or when a Contract Resolution is signed and issued by an authorized official of Clay County, a binding contract shall exist between the offeror and Clay County.

**SIGNATURE REQUIRED**

<b>Company Name</b>	<b>Authorized Representative (Print)</b>	<b>Title</b>
<b>Street Address</b>	<b>Authorized Signature</b>	
<b>City/State/Zip</b>	<b>County</b>	<b>Date</b>
		<b>Company Tax ID No.</b>
<b>Telephone No.</b>	<b>Facsimile No.</b>	<b>E-Mail</b>
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		
<b>Vendor Tax Filing Type With IRS (Check One)</b>		

**1. INTRODUCTION AND GENERAL INFORMATION**

*This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.*

**1.1 Purpose:**

1.1.1 This document constitutes a request for competitive, sealed proposals from prospective offerors for inmate healthcare services specifically for the Detention Center inmate population for its adult detention center located in Liberty, Missouri in accordance with the requirements and provisions stated herein.

1.1.2 RFP Document Contents: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- Section 1: Introduction and General Information
- Section 2: Scope of Work/Performance Requirements
- Section 3: Proposal Submission Information
- Section 4: Contractual Provisions and Requirements  
Terms and Conditions
- Section 5: Evaluative Information
  - Exhibit A: Pricing
  - Exhibit B: Experience and Expertise
  - Exhibit C: Method of Performance
  - Exhibit D: Reliability and Resources

Attachment 1: SAMPLE Resolution Agreement (contract cover page)

Attachment 2: SEALED BID LABEL

Attachment 3: Clinic Equipment Listing

**1.2 RFP Questions:**

1.2.1 Questions and issues relating to the RFP must be directed to the Purchasing Manager, Julie Lombard. It is preferred that questions be e-mailed to [JLombard@claycountymo.gov](mailto:JLombard@claycountymo.gov).

1.2.2 **All questions and issues should be submitted no later than 12/2/14.** If not received prior to the aforementioned date, the Clay County Purchasing Agent may not be able to fully research and consider the respective questions or issues.

1.2.3 Questions and issues necessitating requirement changes or clarifications will result in an addendum to the RFP. As a result, some questions and issues may not result in a direct response to the inquiring vendor. There shall be no posted written records of the questions/communications (i.e. formal question/answer document).

**1.3 Offeror’s Contacts:**

1.3.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any other Clay County employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should only contact the buyer of record.

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**1.4 Background Information:**

- 1.4.1 The detention center was constructed in 1985, and expanded in 2002. The current contractor, Advanced Correctional Healthcare, has provided inmate medical services for the past twenty (20). The objective of this RFP is to select the most competitive and qualified vendor capable of providing inmate medical services at the facility.
- a. In 2014, Clay County paid for the inmate medical services at an amount of \$697,478.25 which included mental health services. The County per diem amount was \$20.25. There is no charge assessed for non-county per diem.
- 1.4.2 At this time, the detention center average daily population (ADP) is between three hundred twenty (320) and three hundred forty (340) inmates per day. The detention center's maximum inmate bed capacity is three hundred eighty (380) beds, including a 22-bed medical/classification unit. The average length of time an inmate is incarcerated in the detention center is thirteen (13) days. The Detention Center also houses prisoners for the Municipal agencies within Clay County, and these are included in the ADP, and are to be counted as Detention Center inmates.
- 1.4.3 There are not any pending lawsuits brought by inmates regarding medical care. There have been no major settlements in the past fourteen (14) years.
- 1.4.4 The facility currently has a small clinic equipped for routine examinations and a limited pharmacy (See Attachment 3 for Equipment Listing). The 22-bed medical/classification unit is located adjacent to the clinic area, and is utilized for housing inmates requiring chronic care.
- 1.4.5 The Medical Unit is operated 24 hours per day, 7 days per week. The practitioner visits the facility once per week. Licensed Practical Nursing (LPN) services are available 208 hours per week, which includes a 40 hour per week Director of Nursing (DON). Additionally, a medical records clerk is on-site 40 hours per week. At this time, the contractor has an onsite director of nursing who supervises four (4) full-time nurses, one (1) part-time nurse(s), several PRN nurses, and one (1) full-time secretary. The contractor has agreements with physicians, specialists and a dentist to provide reasonable and necessary care for inmates.
- 1.4.6 Mental health services are currently provided by a local mental health organization on a limited basis. The medical service contractor must work in cooperation with the mental health provider. The Sheriff's Office would also require a minimum of sixteen (16) hours per week of Qualified Mental Health Professional services to supplement what is currently provided. Prescriptions ordered by the mental health professionals are considered part of the inmate's medical needs and are provided by the healthcare medical service contractor. The County will consider an alternative regarding how the costs are handled for the prescriptions ordered by the mental health professionals. Offerors must propose a response according to the specifications; however an alternative option may be included and must be clearly marked as an alternative option.
- 1.4.7 Although an attempt has been made to provide accurate and up-to-date information, Clay County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

**1.5 Definitions: *The following definitions shall apply throughout this document:***

- 1.5.1 **"Addendum"** shall mean a written, official modification to an RFP.

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- 1.5.2 **“Amendment”** shall mean a written, official modification to an awarded contract as approved by the Clay County Commission.
- 1.5.3 **“Attachment”** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- 1.5.4 **“Buyer”** shall mean the procurement staff member of Clay County Purchasing Agent. The **Contact “Person”** as referenced herein is usually the Buyer.
- 1.5.5 **“Contract”** shall mean a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services. All contracts must be approved by the Clay County Commission.
- 1.5.6 **“Contractor”** shall mean a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- 1.5.7 **“Entity”** shall mean the unit of Clay County government in the state of Missouri for which the equipment, supplies, and/or services are being purchased by the **Clay County Purchasing Agent (CCPA) via the Department of Purchasing and Contract Services (DP&CS)**. The entity is also often referred to as **“the County”**. The entity is also responsible for payment.
- 1.5.8 **“Exhibit”** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- 1.5.9 **“May”** shall mean that a certain feature, component, or action is permissible, but not required.
- 1.5.10 **“Must”** shall mean that a certain feature, component, or action is a mandatory condition.
- a. The offeror’s proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words “must” and “shall”). Failure to fulfill mandatory requirements shall make the offeror’s proposal response to be considered unacceptable and thus may result in the proposal response no longer being given consideration in the evaluation process. Clay County shall not award a noncompliant proposal.
- 1.5.11 **“Offeror”** shall mean the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- 1.5.12 **“Pricing Page(s)”** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- 1.5.13 **“Proposal Opening Date and Time”** and similar expressions shall mean the exact deadline required by the RFP for the receipt of sealed proposals.
- 1.5.14 **“Request for Proposal (RFP)”** shall mean the solicitation document issued by the DP&CS to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- 1.5.15 **“RSMo (Revised Statutes of Missouri)”** refers to the body of laws enacted by the Legislature which govern the operations of all public governmental entities of the state of Missouri. Chapter 50 of the statutes is the primary chapter governing the operations of DP&CS.

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1.5.16 **“Shall”** shall have the same meaning as the word “must”.

1.5.17 **“Should”** means that a certain feature, component and/or action is desirable but not mandatory.

1.5.18 **“Vendor”** shall have the same meaning as the word “Offeror”.

**1.6 Estimated Quantities:**

1.6.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. Clay County shall not make guarantees about single order quantities or total aggregate order quantities.

1.6.2 The County shall not guarantee any minimum or maximum amount of the contractor’s products/services that may be required under the contract. The contractor shall provide products/services on an as needed, if needed basis. The County shall not guarantee any usage of the contract whatsoever.

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## 2. SCOPE OF WORK / PERFORMANCE REQUIREMENTS

*This section of the RFP includes requirements as well as desirable attributes and provisions relating specifically to the scope of work requirements of the Clay County Entity. The contents of this section include mandatory requirements that will be required of the successful offeror and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the proposal is accepted by Clay County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes by the offeror (if any) in the appropriate sections of Exhibit A, Pricing Pages.*

### 2.1 General Requirements:

- 2.1.1 The contractor must provide Inmate Healthcare Services, which meets or exceeds the specifications contained in this document.
- 2.1.2 The contractor shall provide a comprehensive health service delivery system to the Clay County Sheriff's Office.
- 2.1.3 The contractor shall provide healthcare coverage beginning the moment a person is taken into custody by any member of the Clay County Sheriff's Office.
- 2.1.4 All services shall be performed to the satisfaction of the Clay County Sheriff's Office. Services shall include all types of medical, laboratory, dental, pharmaceutical, hospitalization/inpatient care which shall include primary, secondary, and tertiary levels, outpatient/medical clinic care, physician specialty, eye care including glasses, and all other medical-type services to include mental health care.
- 2.1.5 The contractor shall also provide on-site emergency medical treatment to inmates, visitors and facility staff as necessary and appropriate.
- 2.1.6 The contractor shall also provide for pregnancy care (in utero) for inmates as applicable. Care shall cover the period of pregnancy, delivery, and post-partum. The contractor shall not assume care of the infant from the moment of the infant's recorded birth time.
- 2.1.7 The contractor shall provide medical services to any inmate for any condition related to or as a result of any communicable disease including HIV or AIDS infection.
- 2.1.8 At a minimum, all services provided shall meet or exceed the standards for inmate health care as prescribed by the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC) as they currently exist or as they may be amended. The contractor shall maintain and keep updated such documentation as may be necessary for ACA and NCCHC accreditation audits. All such documentation shall become the property of Clay County. The contractor shall fully cooperate in preparing for accreditation audits at the detention center.
- 2.1.9 All medical services shall be provided according to medically accepted community standards of care. The contractor shall comply with applicable state license regulations and requirements regarding performance of services under the contract pursuant to applicable provisions in the Revised Missouri Statutes and other applicable state statutes, which addresses the provision of medical and medically related services in the State of Missouri including but, not limited to the handling of certain drugs. Any and all licenses held by the contractor's personnel must be current and retained in good standing for the duration of the contract period.

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- 2.1.10 The contractor shall understand and agree that if the county through its review and evaluation of contractual performance determines that the medical services being performed by the contractor are unacceptable, then the county shall provide written notice which states the deficiencies to the contractor's on-site administrator. The contractor shall have seven (7) working days upon receipt of the notice of deficiency to correct the described deficiency or deficiencies, and/or demonstrate good cause as to why the deficiency cannot be resolved within the specified time period.
- 2.1.11 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable rules, regulations, internal county management's policies and procedures, and general order of the county that are generally applicable, current or hereafter adopted, regarding operations and activities in and about all county property. Further, the contractor and the contractor's personnel shall assist the Sheriff's Office in enforcing Inmate Rules by reporting violations to a detention center supervisor. Furthermore, the contractor shall not obstruct sheriff's personnel or county officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment.
- 2.1.12 Service Timing: The contractor's services shall be provided when needed and if needed by the Sheriff's Office. The contractor shall schedule the delivery of services in a timely fashion as allowed by the operating schedule of the facility. In the event of conflict between the contractor's schedule and the Sheriff's Office schedule, the decision of the Sheriff's Office regarding scheduling shall control and prevail.

## 2.2 Specific Requirements:

- 2.2.1 In the delivery of comprehensive medical services, the contractor shall provide and assume all costs for providing, but not necessarily be limited to, the following:
- a. All on-site personnel
  - b. All on-site professional medical and dental services
  - c. All on-site ancillary health services
  - d. All on-site medical supply expense
  - e. All pharmaceuticals including prescriptions and packaging supplies
  - f. All medical records maintenance
  - g. All maintenance of county owned medical and office equipment
  - h. All pre-employment physicals and employee drug testing
  - i. All required employee hepatitis vaccinations and T.B. testing
  - j. Appropriate disposal of contaminated wastes, including needles, syringes, and materials used in the medical treatment of inmates pursuant to the terms herein stated.
- 2.2.2 The contractor shall be responsible for the purchase of all medical and office equipment that may reasonably be necessary provided the cost does not exceed \$2,000.00. The county shall be responsible for the purchase of all medical and office equipment exceeding \$2,000.00. The county reserves the option to purchase the equipment. All county owned equipment maintained by the contractor shall be retained by the county for the duration of the contract period and shall not be transferred under any circumstances.

## 2.3 Overview of Services:

- 2.3.1 The contractor shall provide at a minimum but not limited to the following services:
- a. A comprehensive health appraisal of each new person within the Jail Population to be undertaken within 72 hours of custody (to be in accordance with NCCHC Standards)
  - b. Nurse sick call

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- c. Medical pass
- d. Regularly scheduled sick call
- e. Electronic Medical Records management
- f. Coordination of Ambulance services
- g. TB testing
- h. Coordination of Prisoner Hospitalization
- i. Dental services
- j. Off-site services
- k. Medical and Dental supplies
- l. Administrative Support services
- m. Pharmaceutical services (including administering of all medications prescribed by in-house physician, or physicians from Tri-County Mental Health Center)
- n. Nursing care
- o. Regularly scheduled physician care on-site
- p. Medical specialty services
- q. Emergency medical treatment
- r. Diagnostic testing

2.3.2 The contractor's provision of medical services to a particular inmate shall commence immediately once the person is taken into custody by a member of the Clay County Sheriff's Office, or is deemed fit for confinement.

2.3.3 Management Services: The contractor shall provide the sheriff:

- a. a comprehensive strategic plan,
- b. peer review of the medical and mental health staffs,
- c. a cost containment program,
- d. utilization management, and
- e. a risk management program specific to the facility's operations.

2.3.4 The contractor shall attend quarterly Continuing Quality Improvement (CQI) meetings with the sheriff during which all healthcare reports concerning the overall operation of the healthcare services program and the general health of the inmates at the facility will be reviewed and discussed.

2.3.5 Policies and Procedures: The contractor shall assist the sheriff in drafting and implementing facility-specific medical policies, procedures, and protocols based largely or entirely upon the National Commission on Correctional Health Care (NCCHC) and/or American Correctional Association (ACA) standards. Policies and procedures will at all times be the property of the sheriff. The contractor shall perform all work in a manner consistent with the facility's policies and procedures, including those which are non-medical.

2.3.6 Prison Rape Elimination Act of 2003 (PREA): The contractor shall comply with PREA, applicable PREA standards, and the facility's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the facility. The contractor shall acknowledge that, in addition to self-monitoring, the facility may conduct announced or unannounced monitoring to include on-site monitoring.

2.3.7 Security: The sheriff will at all times be responsible for the physical security of the facility and the continuing security of the inmates. As such, the contractor acknowledges the sheriff's right to screen the contractor's proposed staff to ensure they will not constitute a security risk. The sheriff will have final approval of the contractor's employees in regard to issuing any security or background clearance.

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- 2.3.8 Practitioner Services: The contractor must provide weekly on-site practitioner services in which the practitioner will remain on-site until all necessary treatment and duties are completed. The practitioner shall serve as the facility's medical director and as such, shall be responsible for all medical decisions regarding inmates at the facility. A practitioner must be available by telephone to the facility's correctional and medical staff 24 hours a day, 7 days a week.
- 2.3.9 Mental Health Services: The contractor must provide on-site Masters-level Qualified Mental Health Professional (QMHP) services totaling at least 16 hours per week. A Qualified Mental Health Professional shall visit the facility each week for up to sixteen (16) hours at the discretion of the County Sheriff or designee. When approved by the Sheriff or designee, hours worked in excess of the contracted amount shall be billed monthly to the County at the prevailing wage and benefit rate of the contractor's employee. For scheduled hours that fall on the contractor's corporate holidays, coverage shall not be provided.
- a. The contractor shall provide mental health screenings for inmates and suicide prevention training for facility staff.
  - b. If an inmate has identified mental health issues that exceed the ability of the contractor's staff or facility staff to manage, the contractor must develop a plan for sending the inmate off-site for specialized services.
  - c. The contractor must also have the ability to refer inmates to crisis intervention services, when indicated.
  - d. The contractor shall be responsible for ensuring their medical and mental health staffs collaborate with each other so that patient management is appropriately integrated, health needs are met, and the impact of any medical or mental health condition on each other is adequately addressed.
- 2.3.10 The contractor shall not employ or otherwise engage or use inmates in the direct rendition of any healthcare services.
- 2.3.11 On-Site Testing: The contractor shall provide for inmates on-site laboratory testing to include finger-stick blood sugar checks and urine dipstick checks for pregnancy or infection.
- 2.3.12 As needed, the contractor shall provide basic physical examinations for potential inmate workers to ensure the inmate is physically capable of performing assigned work duties.
- 2.3.13 The contractor shall provide tuberculosis (TB) skin tests for inmates. The contractor shall be financially responsible for the cost of the inmates' TB serum and related supplies.
- a. Separately, the contractor shall provide TB skin tests for the facility staff. In this case, the county will be financially responsible for the cost of TB serum and related supplies.

#### **2.4 Equipment, Supplies, and Waste Disposal:**

- 2.4.1 Medical Equipment (durable): The county will remain financially responsible for durable medical equipment, which includes an exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, blood pressure cuffs, emesis basin, CPR AmbuBag, small refrigerator, and scales.
- 2.4.2 Medical Supplies (disposable): The contractor shall provide for inmates disposable medical supplies intended for one-time use, which does not include durable or reusable medical supplies. Disposable

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medical supplies expected to be in the facility's medical unit includes, at a minimum, tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves, med cups, lancets, ammonia ampules, adult diapers, cotton-tip applicators, and alcohol preps.

- 2.4.3 Biomedical Waste Disposal: The contractor shall be responsible for the provision of and cost of biomedical waste disposal services *for the medical unit only* at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 2.4.4 Office Equipment (durable): The county will provide the contractor use of county-owned office equipment and all of the necessary utilities in the facility's medical unit, including a locking file; paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids; computer; fax machine; copier / printer; and toner.
- 2.4.5 Office Supplies (disposable): The contractor shall provide disposable office supplies, including medical charts, paper, pens, staples, and Post-It notes which are required for the provision of inmate healthcare services, but the contractor is not expected to pay for postage.
- 2.4.6 In an effort to support Clay County businesses, the contractor shall make a reasonable attempt to purchase all office and medical supplies, including pharmaceutical items from local vendors.

## **2.5 Medical Records:**

- 2.5.1 Medical Records: Inmate medical records will at all times be the property of the sheriff. The contractor shall employ a medical records clerk who shall, at a minimum, manage and maintain the medical records for each inmate who has received healthcare services at the facility.
- 2.5.2 The contractor shall keep information contained within the medical records confidential, and must comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent that HIPAA applies to the facility.
- 2.5.3 Medical records will be kept separate from the inmate's confinement records. A complete copy of the inmate's medical records shall be available to accompany each inmate who is transferred from the facility to another location for off-site services, or transferred to another institution.
- 2.5.4 Electronic Medical Records (EMR). The contractor shall provide a totally integrated EMR, limited to the necessary computer software to implement the EMR. The contractor shall ensure that the facility and medical staffs receive orientation training in the use of the EMR. Upon the sheriff's request, subsequent EMR training shall be provided at the contractor's expense. Additionally, when difficulties are encountered with the EMR, the contractor shall ensure that the county receives the necessary assistance to correct such difficulties, at the contractor's expense.
- 2.5.5 Interface: The County shall be financially responsible for the interface between the facility's Jail Management System and the EMR system's software as well as any associated internet connectivity fees.
- 2.5.6 Data Entry: The contractor shall be responsible for the scanning and data entry of the medical records prior to the implementation of the EMR. Upon the Jailer's request, and for an additional fee (to be specified in Exhibit A, Pricing Table A.2), the contractor shall provide medical review for appropriateness of the scanning and data entry.

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- 2.5.7 Training: The contractor shall ensure that the medical staff and jail staff indemnified by the Jailer shall receive orientation training in the use of the EMR. Subsequent training shall only be provided upon the Jailer's request and shall be performed at the contractor's expense.
- 2.5.8 Authorization: The County agrees that it will not permit anyone who is not authorized to operate, maintain, or have access to the EMR.
- 2.5.9 Troubleshooting: When difficulties are encountered with the EMR, and such difficulties are brought to the contractor's attention, the contractor shall ensure that the County receives necessary assistance to correct such difficulties, at the contractor's expense."

## **2.6 Pharmacy Services:**

- 2.6.1 The contractor shall provide pharmaceuticals including prescription medications, prescribed over-the-counter medications, and psychotropic medications, which are appropriate and safe for the uniqueness of a correctional environment.
- 2.6.2 While all medically necessary medications must be provided by the contractor, the contractor shall not be expected to pay for certain uncommon medications. Medications related to the treatment of HIV, AIDS, HIV/AIDS related diseases, hepatitis, cystic fibrosis, multiple sclerosis, cancer, and/or active tuberculosis, as well as medications listed as biological and/or anti-rejection drugs, will be paid for by the County. Additionally, all court-ordered medications and treatment will be paid for by the county. Medications related to these treatments will be defined in accordance with medical literature.
- 2.6.3 The contractor shall order medication, manage the pharmaceutical inventory, set-up medication, and distribute medication, all during the medical staff's hours on-site.
- 2.6.4 The contractor shall develop and implement a plan for using an inmate's home medications which are brought into the facility. The contractor's plan must include a medication verification procedure. Alternative options for appropriation of these medicines may be included in the bid, and should be clearly labeled as such.
- 2.6.5 The prescription, dispensing, administration of medications shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and shall be dispensed under the supervision of appropriately licensed or certified health care professionals. The cost of pharmaceuticals, prescription, and over the counter remedies shall be the responsibility of the contractor.

## **2.7 Other Health Care Services:**

- 2.7.1 Dental Care: The contractor shall provide dental hygiene instruction to the inmates. The contractor shall provide dental triage screenings in accordance with criteria established by a licensed dentist for the purpose of identifying inmates in need of serious dental services. When appropriate, the contractor shall coordinate off-site dental care.
- 2.7.2 Emergency Care: When the contractor's medical staff is on-site, in addition to providing emergency medical treatment for inmates, the contractor's medical staff must also provide emergency medical treatment for facility staff, subcontractors, and visitors who become ill or injured while on the premises.
- a. The medical contractor shall provide emergency medical treatment to all persons in custody, visitors, and jail personnel as necessary and appropriate on-site.

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- b. The medical contractor shall provide off-site emergency medical treatment for inmates, as required, through appropriate arrangements with local hospitals.

- 2.7.3 Mobile and/or Off-Site Services: When mobile and/or off-site services are required for medical reasons, the contractor shall arrange for those services for inmates in accordance with the facility's policies and procedures. Mobile services may include laboratory and X-ray services. Off-site services may include consultation services, diagnostic testing, hospital services, ambulance transportation, and/or specialty services (medical services that require a physician to be board-certified in a specialty, such as gynecology).
- 2.7.4 Pregnant Inmates: The contractor shall be expected to provide on-site medical services to pregnant inmates, but shall not be responsible for providing medical services to an infant following birth.
- 2.7.5 Elective Care: The contractor shall not be responsible for providing elective care to inmates. "Elective care" is care which, if not provided, would not, in the opinion of the contractor's practitioner (a licensed practitioner employed by the contractor), cause the inmate's health to deteriorate, or cause harm to the inmate's well-being. Decisions concerning elective care should be consistent with the applicable American Medical Association (AMA) standards.
- 2.7.6 Non-medical Care of Inmates: The contractor **shall not** be responsible for providing or paying for any other personal (non-medical) needs of the inmates, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; facility cleaning for ectoparasites; personal hygiene supplies and services; clothing; and linen supplies.

## **2.8 Staffing Requirements:**

- 2.8.1 The contractor must comply with and provide staff at the levels, and no less than the levels as stated herein. The following staffing levels shall be the minimum provided by the contractor:
  - a. Nursing Staff: Licensed Practical Nurse at a minimum. A nurse shall be on duty seven (7) days a week, twenty-four (24) hours a day.
  - b. Director of Nursing – on site.
  - c. Physician – 8 hours per week (Ten [10] hours of Nurse Practitioner may be substituted for up to 5 Doctor hours.) The physician must be available for emergencies.
  - d. Dentist – Average of 3 hours per week. The dentist must be available for emergencies.
  - e. Physician shall provide protocols for medical staff to follow.
- 2.8.2 The contractor shall provide medical specialists who shall provide all ancillary and specialty services including laboratory, radiology, pharmaceuticals and medical supplies, and referrals to specialty physicians such as orthopedics, cardiology, dermatology, etc. Whenever possible, the contractor shall attempt to provide specialty services on-site at the detention center, rather than transporting inmates off-site for these services.
- 2.8.3 Nursing Services: The contractor must provide on-site licensed practical nursing (LPN) services totaling 208 hours per week, and develop a plan for making up hours worked over or under the contracted amount. The contractor must provide the following staff and staff hours:

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- a. 1 full time Director of Nursing (DON) at 40 hours per week
  - b. 1 full time Medical Records Clerk at 40 hours per week
  - c. 2 full time day LPN's at 36 hours per week EACH (total 72 hours)
  - d. 2 full time night LPN's at 36 hours per week EACH (total 72 hours)
  - e. 1 part time LPN (one day and one night) at 24 hours per week
  - f. Minimum of 3 PRN, LPN's on staff
- 2.8.4 The contractor shall provide to the county job descriptions for each position in the contractor's staffing plan. Job descriptions shall reflect appropriate lines of authority and reporting which is consistent with provisions stated in the contract.
- 2.8.5 The contractor shall replace any employed staff that resigns, is dismissed or fails to report to duty within thirty (30) calendar days after the employee's last work shift. A position shall not be considered vacant if temporary employees are working the position or if the position is supplemented by employees working overtime.
- 2.8.6 The contractor must make every good faith effort to fill all vacancies with a qualified person at the earliest possible opportunity to meet the staffing levels established.
- 2.8.7 In the event the county has determined that the contractor has failed to make a good faith effort to fill vacant positions, then the county shall prorate payment to the contractor commensurate with the level of staffing vacancies, which remain unfilled due to the contractor's negligence, malfeasance, or omission.
- 2.8.8 All contractor and subcontractor employees must submit to and pass a background investigation conducted by the Sheriff's Office in order to be eligible for providing services under the contract. Such investigations shall be equivalent to investigations required of other personnel employed by the Sheriff's Office.
- 2.8.9 The contractor shall provide the Sheriff's Office with current resumes of any physician, dentist, administrator or other designated personnel prior to the involvement of that person in the on-site delivery of services under the contract.
- 2.8.10 The contractor shall require all newly hired full or part-time personnel to complete training and orientation program as required by the Sheriff's Office. The contractor shall provide an easily recognized uniform for all medical personnel. The Detention Center administrator must approve the uniform. Medical personnel shall wear their uniform any time they are inside the detention facility.

## **2.9 Substitution of Personnel:**

- 2.9.1 The contractor agrees and understands that Clay County's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the Clay County entity. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the Clay County entity's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. Clay County agrees that an approval of a substitution will not be unreasonably withheld.
- 2.9.2 In recognition of the sensitivities of human behavior characteristic of correctional environments, the contractor shall replace any member of the contractor's staff upon the request of the Sheriff's Office. If county officials are dissatisfied with any personnel provided by the contractor to perform under the contract, then the contractor must resolve the staffing problem to the Sheriff's sole satisfaction. If

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circumstances exist which prevent resolution to the satisfaction of the Sheriff, then the contractor shall supplement the position with appropriate part-time or overtime personnel until a full-time replacement that meets the Sheriff's approval can be employed. The county officials shall allow the contractor a reasonable amount of time, as shall be mutually agreed to in terms of length, in order to find a replacement.

## **2.10 Medical Compensation:**

2.10.1 Co-pay System: As permitted by law, the contractor shall develop and implement a co-pay system for inmate medical requests. The Clay County Detention Center currently has a co-pay system established.

a. To encourage the responsible use of medical services, the Sheriff's Office has embarked on a procedure requiring the inmates to be responsible for the cost of their own medical services and treatment, per Missouri Revised Statute 221.120. No inmate shall be denied medical services due to unavailability of funds. The contractor will assist the Sheriff's Office in administering this policy by providing necessary information and completing any forms that are required for the accounting of charges and payments. All funds collected through this program are the sole property of the Sheriff's Office and/or Clay County. The contractor shall not be entitled to any of these funds.

2.10.2 The contractor's staff shall be required to provide documentation of inmate medical services to the facility staff so they may accurately post co-pay charges to an inmate's account.

2.10.3 The contractor shall be paid on a monthly basis. Any payment due under the terms of the contract shall be made by the Sheriff's Office only after an encumbrance of funds has been certified, after the successful completion of all requirements set forth in the contract, after the receipt of a properly itemized and accurate invoice, and after approval and acceptance of the contractor's performance, services and/or supplies required by the terms of the contract. Payment will be made to the name and address identified in the contract as the "contractor" unless the contractor has authorized a different name and mailing address in writing, or authorized a different name.

2.10.4 The contractor shall be paid the firm, fixed price as calculated by averaging the daily **in-house** inmate population during the month and as quoted on Exhibit A specific to the applicable contract period. For example, during the first year of the contract period the price for 180-200-inmate range shall apply in the event the daily inmate population of the detention center averages between 180 and 200 inmates during the month. The price for a daily population average in excess of 200 inmates shall be a per diem price per prisoner and shall be billed monthly. A credit for a daily population averaging less than 180 inmates shall be a per diem price per prisoner and shall be credited monthly.

2.10.5 Head counts shall be conducted by the Sheriff's Office on a daily basis. For billing purposes, the Sheriff's Office shall solely and finally determine the number of inmates present as part of the daily population. Inmates housed at other agencies will generally not be included in the daily balance.

## **2.11 Responsibilities of the County:**

2.11.1 The following describe responsibilities of the county and the Sheriff's Office in regard to the contractor's provision of contractual services:

a. The Sheriff's Office shall designate a representative or representatives authorized to act in behalf of the department with respect to medical services provided under the contract.

b. Clay County shall not assume, nor shall it be liable for legal, accounting, or insurance counseling services as may be necessary for the contractor to satisfy its obligations under the contract. Without exception to the foregoing, all parties shall expressly recognize that neither Clay County nor the

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Sheriff's Office are obligated to provide legal, accounting, or insurance counseling services to the contractor in connection with any litigation or threatened litigation against the contractor arising out of the contractor's performance.

- c. The Sheriff's Office shall provide all necessary utilities, including telephone service with the exception that the contractor shall pay for its long distance telephone communications. Additionally the contractor shall pay for photocopying services and postage associated with provision of services under this contract.
- d. The Sheriff's Office shall make available and supervise inmates in the performance of general maintenance and housekeeping duties at the detention center.
- e. The Sheriff's Office shall provide and be entirely responsible for the security of the contractor's personnel while in the detention center. The levels of security provided shall be consistent and according to the same standards of security afforded to any county personnel.
- f. The Sheriff's Office shall provide security and security procedures to protect the contractor's equipment as well as the Sheriff's Office equipment. The Sheriff's Office security procedures shall provide direction for the reasonably safe management of pharmaceutical and medical supply materials. The contractor shall understand and agree that the contractor shall assume responsibility for insuring that the contractor's personnel adhere to said security procedures. **Additionally, the contractor shall be responsible for all controlled substances.**
- g. The Sheriff's Office shall provide and pay for all food provided to inmates.
- h. Office space, equipment, and supplies shall be provided by the Sheriff's Office under the following conditions:
  - 1) The contractor and the Sheriff's Office shall inventory jointly all equipment, consumable medical supplies, and pharmaceuticals within ten (10) working days of the implementation date of the contract.
  - 2) The inventory shall be jointly prepared and agreed to by both, Sheriff's Office and contractor. Distribution of a report shall be done by the Sheriff's Office. The report shall include a minimum of one copy signed and retained by the contractor and one copy signed and retained by the Sheriff's Office.
  - 3) All medical materials and equipment available at the detention center shall be available and usable by the contractor, if reasonable, in the delivery of contractual services (see Attachment 3).
  - 4) The contractor and the Sheriff's Office shall inventory jointly all equipment, consumable medical supplies, and pharmaceuticals at the time of contract termination. All equipment, consumable medical supplies, and pharmaceuticals shall be accounted for and will remain the property of the Clay County Sheriff's Office. The inventory shall be comparable to the inventory in place at the detention center at implementation time, or, as mutually agreed to by the Sheriff's Office and the contractor; a financial settlement may be made in lieu of an inventory.

## 2.12 Records Requirements:

- 2.12.1 The contractor shall not release or deliver any of the medical records generated as a result of contractual services to the public or to public or private officials without obtaining prior written authorization from

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the Sheriff, the Sheriff's legal counsel or designee unless the release is made by the contractor to comply with court order or with applicable law. The contractor shall immediately upon receipt of any such court order notify the Sheriff in writing. The contractor shall comply with all requests from the Sheriff for additional information.

- 2.12.2 The contractor shall not deny the county access to any medical records including for reasons of examination and photocopying. Requests for records shall be made by the Sheriff or the Sheriff's designee or by counsel of Clay County.
- 2.12.3 Upon termination of the contract, all medical records created and/or maintained under the contract shall become the property of Clay County.
- 2.12.4 At all times during the contract period, and for a reasonable period of time after termination of the contract as determined by the Sheriff, the contractor shall have access to all medical records and other records related to the contractor's performance of services. The contractor shall have the right to make and retain copies of any and all said records as the contractor deems necessary for the performance of its duties under the contract, and for the investigation or defense of any and all actions or incidents related to the contractor's performance under the contract.
- 2.12.5 A problem oriented medical record concept as approved by the Sheriff's Office shall be implemented and used by the contractor.

**2.13 Confidentiality Required:**

- 2.13.1 Any reports, information, data, or other medical record information given to, prepared, or assembled by the contractor under the contract which the county requests to be kept confidential must not be made available by the contractor to any individual or organization without the prior written approval of the Sheriff, the Sheriff's legal counsel or designee, and the County Administrator or his designee except in cases of the contractor's compliance with court order or applicable law.
- 2.13.2 The contractor must in all instances notify the county in writing immediately once the contractor has determined that the contractor is unable to provide any service described in the contract.

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### 3. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS:

*This section of the RFP includes information and instructions to the offeror that are integral to vendors offering a proposal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a proposal.*

#### 3.1 Open Competition/Request For Proposal Document:

- 3.1.1 It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DP&CS if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DP&CS, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten (10) calendar days prior to the official proposal opening date.
- 3.1.2 Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten (10) calendar days prior to the RFP opening date may not be answered.
- 3.1.3 Offerors are cautioned that the only official position of Clay County shall be that which is issued by the DP&CS in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- 3.1.4 The DP&CS shall have the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the Clay County Current Bidding Opportunities website at: <https://www.claycountymo.gov/bids/current> to obtain a copy of the addendum(s).
- 3.1.5 Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- 3.1.6 Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- 3.1.7 Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- 3.1.8 All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- 3.1.9 Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.

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### 3.2 Preparation and Submission of Proposals:

3.2.1 Proposal Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal in **Tabbed Sections** as indicated below. Offeror's proposal should be well-organized, straightforward, and easy to review. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given under the Method of Performance/Project Approach.

a. Tabbed Sections should be as follows:

- 1) **Tab 1:** Signed RFP Cover Page and any RFP Addendum Cover Pages
- 2) **Tab 2:** Table of Contents
- 3) **Tab 3:** Transmittal Letter/Executive Summary
- 4) **Tab 4:** Exhibit A – Pricing Pages
- 5) **Tab 5:** Exhibit B – Experience and Expertise
- 6) **Tab 6:** Exhibit C – Method of Performance/Project Approach
- 7) **Tab 7:** Exhibit D – Reliability and Resources
- 8) **Tab 8:** Bid Bond

### 3.3 Bid Bond Requirement:

3.3.1 Clay County shall require all bidders to furnish a bid bond in the amount of **\$35,000**. Surety shall be licensed to do business in the state of Missouri and shall have an A.M. Best rating of at least A-7.

a. The bidder must furnish a proposal security deposit in the form of an original bond (copies or facsimiles shall not be acceptable), check, cash, bank draft, or irrevocable letter of credit to the Clay County, Department of Purchasing & Contract Services by the bid opening date and time. The bid bond must be made payable to Clay County in the amount of \$35,000. The Invitation For Bid (IFB) number 40-14 must be specified on the bid bond. Any bid bond submitted shall remain in force until such time as the contractor submits a Performance Bond (refer to Section 4.9). Failure to submit a Performance Bond in the time specified or failure to accept award of the contract shall be deemed sufficient cause to forfeit the bid bond.

3.3.2 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposal as it relates to the evaluation categories to allow the County to conduct a complete and efficient evaluation. The County is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein or the offeror's proposed solution should be excluded from the offeror's proposal.

a. It is recommended that offerors respond to each item or paragraph of the RFP in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response shall be interpreted as an affirmative response or agreement to the Clay County provisions and conditions. Reference to handbooks or other technical materials as part

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of a response **must not** constitute the entire response and vendor must identify the specific page and paragraph being referenced.

- b. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- c. All proposal documents must be submitted in full (all pages of the RFP shall be either signed or initialed) to be considered responsive. All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the offeror and required information must be provided. The contents of the proposal submitted by the successful offeror of this RFP shall include all proposal documents and shall become a part of any agreement award as a result of this solicitation. **The offeror shall initial all pages where the document denotes "Vendor's Initials: \_\_\_"**. Any proposals not complying to this condition may be considered non-responsive and rejected.

3.3.3 Proposal Copies: **The offeror's proposal should include an original document, plus four (4) copies for a total of five (5) hard copy documents.** In addition, the offeror should include four (4) complete electronic copies of their proposal in Microsoft compatible format or in .pdf on CD(s) or flash drive(s).

- a. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the hardcopy shall govern.
- b. The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."
- c. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

3.3.4 Confidentiality of Proposal Information and Delivery Submission: Each proposal must be submitted in or under cover of a sealed envelope or package to provide confidentiality of the information enclosed. The outside of the envelope/package should be clearly marked with RFP number and the name of the project (RFP Title) as well as the proposal due date listed. All proposals submitted in response to this RFP shall become the property of the County and a matter of public record.

- a. All proposals and supporting documents will remain confidential until a final agreement has been executed.
- b. Open Records: Pursuant to Section RSMo 610.021, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. **The offeror shall not submit the entire proposal as proprietary or confidential.** The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in RSMo 610.021. Proprietary or confidential portions of the offeror's proposal allowed by the statute **must** be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of RSMo 610.021 which may be viewed at the following web site link: <http://www.moga.mo.gov/statutes/C600-699/610000021.HTM>. In the event the vendor claims portions of their proposal response as "confidential", the contractor shall be requested to state prior to contract award that they will defend any action by the public disclaiming such confidentiality.
- c. The offeror must allow sufficient time for processing through the County's internal mailroom system. Electronic or faxed proposals shall not be considered unless authorized by the Request for Proposal.

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- 3.3.5 Mailing Instructions: a “SEALED BID LABEL” is provided in Attachment 2, which should be affixed to the offeror’s proposal response. This label should be affixed to the outside of the envelope or package, even if it is a “No Bid” response. Failure to attach the label may result in the offeror’s proposal response being opened in error or not being routed the proper location for consideration. No bid shall be accepted after the bid closing date and time specified on the cover page of the RFP. Late proposal responses shall be marked “LATE” and not opened nor given evaluation consideration for potential contract award. IT SHALL BE THE OFFEROR’S RESPONSIBILITY TO ENSURE THAT EACH PROPOSAL RESPONSE HAS BEEN RECEIVED IN A TIMELY MANNER.
- 3.3.6 Compliance with Requirements, Terms and Conditions: **Offerors are cautioned that Clay County shall not award a non-compliant proposal.** Consequently, any offeror indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award unless the County exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issue(s).
- a. The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements.
  - b. In order to ensure compliance with the RFP, the offeror should indicate agreement that, in the event of conflict between any of the offeror's response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the County's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.
  - c. Offerors shall deliver a hard copy proposal to DP&CS and must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- 3.3.7 Proposal Response Modifications: A proposal which has been delivered to the DP&CS office, may be modified by signed, written notice which has been received by the DP&CS prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- 3.3.8 Proposal Response Withdrawals: A proposal which has been delivered to the DP&CS office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DP&CS prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- a. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- 3.3.9 Prohibition of Electronic Submissions of Proposal Responses: Faxed or e-mailed proposal responses **shall not** be accepted, unless otherwise specified in the RFP. However, faxed and e-mail “no bid” notifications shall be accepted.

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### 3.4 Proposal Opening:

- 3.4.1 Proposal openings are public on the opening date and at the opening time specified on the RFP document. At the proposal open date and time, all proposals received will be formally opened. Only the names and location (City, State) of the offerors shall be read at the proposal opening. The contents of the responses shall not be disclosed at this time.
- 3.4.2 Proposals which are not received in the DP&CS office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. **All proposals must be time stamped in at the Commission Front Desk Reception area located at: 1 Courthouse Square, 3<sup>rd</sup> Floor, Liberty, MO 64068.** Late proposals may only be opened under extraordinary circumstances as indicated below:
- a. Under extraordinary circumstances, the Purchasing Agent or designee, may authorize the opening of a late proposal. In such cases, the proposal must have been turned over to the physical control of an independent postal or courier service with promised delivery time prior to the time set for the opening of bids. All such decisions are at the sole discretion of the Purchasing Agent or designee.
  - b. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance:
    - 1) County offices were closed due to inclement weather conditions;
    - 2) Postal or courier services were delayed due to labor strikes or unforeseen “Acts of God”; or
    - 3) Postal or courier service did not meet delivery time promised to the offeror. In such a case, the offeror must provide written proof that promised delivery time was prior to the time set for the opening of bids/proposals.

### 3.5 Proposal Expiration:

- 3.5.1 All proposal responses shall be considered as firm and valid for a period of one hundred twenty (120) calendar days, commencing the date and time of the RFP closing return date and expiring at 5:00 p.m. of the last day. If County extends a closing date through an addendum; the one hundred twenty (120) calendar days shall start from the extended closing date.
- 3.5.2 Unless withdrawn, as provided in this RFP, a proposal response shall be binding on the vendor, and may be received by the County at any time up to and including the proposed RFP closing return date.

### 3.6 Preferences:

- 3.6.1 In the evaluation of proposals, preferences shall be applied in accordance with applicable County Ordinances, applicable Missouri statutes and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- 3.6.2 By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

### 3.7 Proposal Evaluation and Award:

- 3.7.1 After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

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<b>Evaluation Criteria Scoring Category</b>	<b>Maximum Points</b>
Experience and Expertise	30
Method of Performance / Project Approach	10
Reliability and Resources	20
Cost	40
<b>TOTAL</b>	<b>100</b>

3.7.2 The evaluator(s) shall utilize the following scoring ranges to assess evaluation points based on their subjective judgment of the proposal responses to the aforementioned subjective evaluation criteria.

<b>Subjective Judgment Description</b>	<b>30 Point Questions</b>	<b>20 Point Questions</b>	<b>10 Point Questions</b>
Outstanding/Optimal	26 – 30	18 – 20	9 – 10
Exceeds Acceptable	21 – 25	15 – 17	7 – 8
Acceptable/Satisfactory	16 – 20	12 – 14	5 – 6
Marginal/Inadequate	0 – 15	0 – 11	0 – 4

3.7.3 Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

3.7.4 Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DP&CS to be in the best interest of Clay County.

3.7.5 Pricing shall be evaluated at the maximum potential financial liability to Clay County.

3.7.6 Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Ordinance chapter 37, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.

3.7.7 In the event all offerors fail to meet the same mandatory requirement in an RFP, DP&CS shall have the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DP&CS shall have the right to waive any minor irregularity or technicality found in any individual proposal.

3.7.8 The DP&CS shall have the right to reject any and all proposals.

3.7.9 When evaluating a proposal, the County shall have the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

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- 3.7.10 Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- 3.7.11 The DP&CS shall have the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- 3.7.12 The final determination of contract(s) recommendations for award shall be made by DP&CS with signature approval from the County Commission for any awarded contract(s).
- 3.7.13 Competitive Negotiation of Proposals:
- a. The offeror is advised that under the provisions of this Request for Proposal, Clay County Purchasing Agent (DP&CS) reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
  - b. Negotiations may be conducted in person, in writing, or by telephone.
  - c. Negotiations shall only be conducted with potentially acceptable proposals. DP&CS reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase.
  - d. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
  - e. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless DP&CS determines that a change in such requirements is in the best interest of the County.
  - f. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- 3.7.14 Proposal Presentation and/or Solution Demonstration: After an initial screening process, a proposal presentation and/or a solution demonstration may be conducted with the offeror, if requested by the DP&CS. Attendance cost shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the DP&CS.
- 3.7.15 Award Determination: Any award of a contract must be approved by the County Commissioners and shall be made by notification from the DP&CS to the successful offeror. Clay County shall have the right to make awards by item, group of items, or an all or none basis. Clay County may make awards to multiple vendors. The grouping of items and/or multiple vendor awards shall be determined by Clay County based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of Clay County.

### **3.8 Evaluation of Cost:**

- 3.8.1 The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the County shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

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3.8.2 The evaluation shall cover the original contract period. It shall be assumed for cost analysis purposes only that the average inmate population is 333 inmates. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate items proposed as optional items, if deemed necessary to meet mandatory requirements.

a. Cost evaluation points shall be determined using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{maximum cost points}}{\text{points}} = \text{Cost evaluation points}$$

**3.9 Evaluation of Experience and Expertise:**

3.9.1 The evaluation of the Experience and Expertise shall be subjective based on fact. Information provided by the offeror in response to Exhibit B of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

**3.10 Evaluation of Method of Performance/Project Approach:**

3.10.1 The evaluation of the Method of Performance/Project Approach shall be subjective based on fact. Information provided by the offeror in response to Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation. Clay County shall have the right to subjectively evaluate the offeror's proposed optional products and/or services within the evaluation category of Method of Performance/Project Approach.

**3.11 Evaluation of Reliability and Resources:**

3.11.1 The evaluation of the Reliability and Resources shall be subjective based on fact. Information provided by the offeror in response to Exhibit D of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

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**4. CONTRACT TERMS AND CONDITIONS**

*This section of the RFP includes contractual requirements and provisions that will govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by Clay County and the contractor unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory.*

**4.1 Contract:**

4.1.1 A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor’s proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Clay County’s acceptance of the proposal by Contract Resolution notice of award. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. Order of Precedence: Any inconsistency in the binding contract shall be resolved by giving precedence in the following order:
  - 1) The Clay County RFP including addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions;
  - 2) Written clarification communications between Clay County Purchasing Agent and Offeror (emails, letters, memos, etc. of the proposal), if any that are specifically accepted as included in the Contract Resolution notice of award;
  - 3) The offeror’s proposal including any BAFO response(s);
  - 4) Clay County’s acceptance of the proposal by Contract Resolution notice of award; and
  - 5) Any boilerplate vendor professional service, licensing, or consulting agreements included as part of the offeror’s proposal responses; however, such vendor boilerplate agreements must not conflict with the terms and conditions of the Clay County RFP document.
- b. A notice of award issued by Clay County does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for Clay County, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Clay County entity.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- d. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Clay County Purchasing Agent prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**4.2 Non-Exclusive Agreement:**

4.2.1 The parties agree that no terms of the contract agreement or attached exhibits shall be deemed to create an exclusive agreement. Clay County shall retain the discretionary right to elect to bid or negotiate with other vendors for any project or services.

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**4.3 Contract Period:**

4.3.1 The original contract period shall be January 1, 2015 (*or Date of Award, whichever is later*) through December 31, 2015. The contract shall not bind, nor purport to bind, the County for any contractual commitment in excess of the original contract period.

**4.4 Renewal Options:**

4.4.1 Clay County shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods, or any portion thereof. In the event Clay County exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period. Any increase in cost at the beginning of each renewal period shall be limited to a 3% increase or the current Federal Consumer Price Index (CPI) “CPI-U, All Items” rate, whichever is lower, of the firm, fixed pricing stated within the RFP.

**4.5 Contract Extension:**

4.5.1 In the event of an extended re-procurement effort and the contract’s available renewal options have been exhausted, Clay County shall have the right to extend the contract. If exercised, the extension shall be for a reasonable period of time not to exceed 120 days as mutually agreed to by the County and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

**4.6 Price:**

4.6.1 All prices shall be firm, fixed and as indicated in Exhibit A Pricing Pages. Clay County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Unless stated in Exhibit A, Pricing Pages, the County shall assume absolutely no other costs exist to satisfy the RFP’s requirements. Therefore, the awarded contractor shall be responsible for any additional costs.

**4.7 Tax Exempt:**

4.7.1 The County and its Departments are exempt from payment of Missouri Sales and Use Tax in accordance with Section 144,040 and 144,615 RSMO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the state of Missouri.

**4.8 Fund Allocation:**

4.8.1 Continuance of any resulting Resolution, Agreement or issuance of Purchase Order shall be contingent upon the available funding and allocation of County funds. The Vendor understands that the obligation of the County to pay for goods and/or services under the agreement shall be limited to payment from available revenues and shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the County, and all provisions of the contract shall be construed so as to give effect to such intent.

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**4.9 Performance Bond:**

- 4.9.1 The contractor must furnish a performance bond in the amount of one hundred and ten percent (110%) of the annual bid price. The contractor must submit the performance bond to the County's Department of Purchasing within thirty (30) days after the date of contract award.
- 4.9.2 A company authorized to do business in the State of Missouri must issue the performance bond. The company shall have an A.M. Best rating of VII A- or better. **The contract resolution or original bid number and dates of performance must be specified in the performance bond.** Contractor may also secure with a certified check, cash, cashier's check, or an irrevocable letter of credit and made payable to the Clay County treasurer in the amount specified. Personal or company checks shall not be acceptable. In the event that the Department of Purchasing exercises its option to extend the contract for an additional period, the contract must maintain the validity and enforcement of the bond pursuant to the provisions of this paragraph for the extended period.

**4.10 Liabilities:**

- 4.10.1 The contractor shall be responsible for any and all personal injury (including death) or property damage and for the loss of, or damage to, the county's records or data as a result of the contractor's negligence or willful misconduct involving any equipment, product, or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save Clay County, including its entities, employees, and assignees, from every expense, liability, or payment arising out of such negligent or willful act. The contractor also agrees to hold Clay County, including its entities, employees, and assignees, harmless for any negligent or willful act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 4.10.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Clay County, including its entities, employees, and assignees.
- 4.10.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the County for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

**4.11 Disclaimer of Liability:**

- 4.11.1 The County, or any County Offices/ Departments, shall not hold harmless or indemnify any vendor/contractor for any liability whatsoever.

**4.12 Indemnity and Hold Harmless:**

- 4.12.1 The contractor agrees to indemnify, release, defend, and forever hold harmless the County, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorney's fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the contractor, their sub-contractors, employees or agents, and arising out of services performed by the contractor, their subcontractors, employees or agents under this agreement.

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#### 4.13 Business Associate Provisions:

4.13.1 Health Insurance Portability and Accountability Act of 1996, as amended – The contractor shall agree and understand that some of the county departments/offices that may utilize the contractor’s services are subject to and must comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. If services are performed for such county department/office, the county department/office and the contractor are both subject to and must comply with such HIPAA provisions. The contractor constitutes a “Business Associate” of such county departments/offices as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

- 1) “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- 2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
- 3) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
- 4) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
- 5) “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 6) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 7) “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
  - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
  - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (county departments/offices) in its role as employer.
- 8) “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
- 9) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
- 10) “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

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- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the county departments/offices. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.
- d. The county department/office and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

#### 4.13.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the county department/office as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the county department/office by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- e. The contractor may use Protected Health Information to provide Data Aggregation services to the county department/office as permitted by 45 CFR 164.504(e)(2)(i)(B).

#### 4.13.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
  - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
  - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
  - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the

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- confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the county department/office.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
  - e. By no later than ten (10) calendar days of receipt of a written request from the county department/office, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the county department/office, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the county department/office available to the county department/office and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
  - f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the county department/office to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the county department/office, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the county department/office, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the county department/office. If requested by the county department/office or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the county department/office upon request.
  - g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a county department/office request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the county department/office, provide the county department/office access to the Protected Health Information in an individual's designated record set. However, if requested by the county department/office, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
  - h. At the direction of the county department/office, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
  - i. The contractor shall report to the county department/office's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the county department/office's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

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- j. The contractor shall report to the county department/office's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the county department/office's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the county department/office's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the county department/office's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
  - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
  - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
  - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
  - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
  - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the county department/office that constitutes a material breach of contract regarding the county department/office's obligations under the Business Associate Provisions of the contract, the contractor shall notify the county department/office's Security Officer of the activity or practice and work with the county department/office to correct the breach of contract.

#### 4.13.4 Obligations of the County Department/Office:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the county department/office's notice of privacy practices in accordance with 45 CFR 164.520.

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- b. The county department/office shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The county department/office shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the county department/office has agreed to in accordance with 45 CFR 164.522.
- d. The county department/office shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

4.13.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the county department/office, either return to the county department/office or destroy all Protected Health Information received by the contractor from the county department/office, or created or received by the contractor on behalf of the county department/office, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the county department/office determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the county department/office and obtain instructions from the county department/office for either the return or destruction of the Protected Health Information.

4.13.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the county department/office determines that cancellation of the contract is not feasible, Clay County may elect not to cancel the contract, but the county department/office shall report the breach of contract to the Secretary of the Department of Health and Human Services.

**4.14 Law Governing:**

4.14.1 The laws of the State of Missouri shall govern this agreement. Any action in regard to the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. In accordance, the parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

4.14.2 The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

4.14.3 To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Clay County.

4.14.4 The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

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4.14.5 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

4.14.6 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**4.15 Compliance with Applicable Law:**

4.15.1 The contractor shall comply with all federal, state or local laws, resolutions, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, Immigration Reform and Control Act (IRCA), EEO and OSHA-type requirements which are applicable to the contractor's performance under this agreement. The contractor shall indemnify and hold the County harmless on account of any violations thereof relating to the contractor's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

**4.16 Remedies and Rights:**

4.16.1 No provision in the contract shall be construed, expressly or implied, as a waiver by Clay County of any existing or future right and/or remedy available by law in the event of any claim by Clay County of the contractor's default or breach of contract.

**4.17 Force Majeure:**

4.17.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Clay County, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences. Failure of the contractor to employ adequate personnel to complete the contract requirements shall not constitute a Force Majeure event. The contractor must give written notice of any Force Majeure event to the Clay County entity within twenty-four (24) hours after its occurrence in order to receive the liability protections of this paragraph.

**4.18 Termination:**

4.18.1 Clay County shall have the right to terminate the contract at any time, for the convenience of Clay County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

4.18.2 If county, state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in relevant laws to this contract or agreement, the obligations of each party may, at the sole discretion of Clay County, be terminated in whole or in part, effective immediately or as determined by Clay County, upon written notice to the contractor from the DP&CS.

4.18.3 In the event of termination of the contract or cancellation for material breach, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Clay County entity, become the property of the Clay County entity, as authorized by law.

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**4.19 Subcontractors:**

4.19.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and Clay County and to ensure that Clay County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between Clay County and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of Clay County prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

**4.20 Assignment:**

4.20.1 The contractor shall not transfer, convey, sublet, assign any interest, rights, title, powers to execute in the contract, whether by assignment or otherwise, to any other person, company or corporation without the prior written consent of the Clay County.

**4.21 Inventions, Patents, and Copyrights:**

4.21.1 The contractor shall report to Clay County promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

4.21.2 Clay County agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the County on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The County agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the County notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for Clay County the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the County, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the County, less a reasonable sum for use and damage.

4.21.3 The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the County by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

Vendor's Initials: \_\_\_\_\_

- 4.21.4 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by Clay County in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of Clay County with respect to any alleged patent infringement by such product or part.
- 4.21.5 If any copyrighted material is developed as a result of the contract, the Clay County entity shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for the Clay County entity purposes or the purpose of Clay County.

#### **4.22 Insurance:**

- 4.22.1 The contractor shall understand and agree that Clay County cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect Clay County, its entities, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds Clay County as an additional insured.
- 4.22.2 The contractor shall provide the insurance certificate when County notifies them of Recommendation for Award:
- a. The contractor shall purchase and maintain, at their expense, insurance of such types, and in such amounts as are specified in this RFP, to protect the County and the contractor from claims which may arise out of or result from the contractor's operations under the agreement documents, whether such operations be by the contractor or by any subcontractor:
    - 1) Worker's Compensation Laws
    - 2) Disability Benefit Laws
    - 3) Occupational Sickness or Disease Laws
    - 4) Other similar employee benefit laws
  - b. The contractor must also carry liability insurance naming Clay County as "Additional Named Insured" with a \$2,000,000 umbrella.
  - c. Failure of the contractor to maintain proper insurance coverage shall not relieve the contractor of any contractual responsibility or obligations. If part of the work is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the County.
- 4.22.3 The contractor shall provide the following insurance coverage and limits of coverage:
- a. Worker's Compensation: Statutory
  - b. Employer's Liability: \$300,000/each employee
  - c. General Liability: \$2,000,000/each occurrence
  - d. Property Damage: \$300,000/each occurrence
  - e. Health Care Professional Liability: \$2,000,000 / each occurrence
- 4.22.4 It shall be the responsibility of the contractor to provide a copy of this proposal to their insurance carrier.
- 4.22.5 It may also be required that the contractor's insurer and coverage be approved by County prior to execution of the contract.

Vendor's Initials: \_\_\_\_\_

- 4.22.6 No work shall be started until Clay County is in receipt of the contractor's Certificate of Insurance.
- 4.22.7 Insurance certificates shall reference project name and RFP Number and be sent to Clay County Administration Building, Attn: Julie Lombard, Purchasing Manager, 1st floor, Department of Purchasing & Contract Services at 1 Courthouse Square, Liberty, MO 64068.
- 4.22.8 The insurance carrier of the insured shall be required to notify Clay County of termination of any or all of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

**4.23 Changes in Insurance Coverage:**

- 4.23.1 The contractor shall notify the County of changes in insurance coverage in writing within 30 days.

**4.24 Insurance Rating:**

- 4.24.1 All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

**4.25 Conflicts:**

- 4.25.1 No salaried officer or employee of the County and no member of the County Commission shall have a financial interest, direct or indirect, in this contract agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. The contractor covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The contractor further covenants that in the performance of this agreement no person having such interest shall be employed.
- 4.25.2 The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

**4.26 Contractor Status:**

- 4.26.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of Clay County. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold Clay County, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

**4.27 Coordination:**

- 4.27.1 The contractor shall fully coordinate all contract activities with those activities of the Clay County entity. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Clay County entity or the Clay County Purchasing Agent throughout the effective period of the contract.

Vendor's Initials: \_\_\_\_\_

**4.28 Document Retention:**

4.28.1 The contractor shall retain all books, records, and other documents relevant to the contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the funding entity and stated in the contract. The contractor shall allow authorized representatives of the Clay County entity, state, and federal government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. Failure to retain adequate documentation for any product or service billed may result in recovery of payments for product/services not adequately documented.

**4.29 Transition:**

4.29.1 Upon award of the contract, the contractor shall work with the Clay County entity and any other organizations designated by the Clay County entity to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the County.

4.29.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the County to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the County, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the County and/or to the entity's designee within seven (7) calendar days after receipt of the written request in a format and condition that are acceptable to the County.
- b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed one hundred twenty (120) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the County, in order to insure the completion of such service prior to the expiration of the contract.

**4.30 Substitutions of Products/Services:**

4.30.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Clay County Department of Purchasing and Contract Services (DP&CS).

4.30.2 The County shall have the right to allow the contractor to substitute any new product or service offered by the contractor on all undelivered and future orders if the quality is equal to or greater than the product/service under contract and if the prices are equal to or less than the contract prices. The DP&CS shall be the final authority as to acceptability.

4.30.3 In event of manufacturer discontinuation, the contractor shall substitute item(s) with equal or better capabilities for equal or less cost than the discontinued item(s). The contractor shall not substitute any item(s) without the prior written approval of the DP&CS. The DP&CS shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.

Vendor's Initials: \_\_\_\_\_

**4.31 Single Point of Contact:**

4.31.1 The contractor must function as the single point of contact for the County, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all equipment, products, software and services provided.

**4.32 Invoicing and Payment:**

4.32.1 Invoices shall be submitted to: Clay County Detention Center, Attn: Lt. Mike Lamble, 14 S. Water Street, Liberty, Missouri 64068.

4.32.2 Invoices shall contain the following information:

- a. Contract agreement number,
- b. description of products/services, and
- c. prices.

4.32.3 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Clay County may withhold payment or reject invoices under the contract.

4.32.4 Final, accurate invoices are due by no later than thirty (30) calendar days of the expiration of the contract, unless otherwise stated in the contract. Clay County shall have no obligation to pay any invoice submitted after the due date.

4.32.5 If a request by the contractor for payment or reimbursement is denied, Clay County shall provide the contractor with the written notice of the reason(s) for denial.

4.32.6 If the contractor is overpaid by Clay County, upon official notification by the entity, the contractor shall provide the entity with a check payable as instructed by the entity in the amount of such overpayment. The contractor shall submit the overpayment to the County at the address specified by the County.

4.32.7 Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.

4.32.8 The County assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the County's rejection and shall be returned at the contractor's expense.

4.32.9 All invoices for equipment, supplies, and/or services purchased by Clay County shall be subject to late payment charges pursuant to the following:

- a. After the forty-fifth (45<sup>th</sup>) day following the later of the date of delivery of the supplies and services or the date upon which the invoice is duly approved and processed, interest retroactive to the thirtieth (30<sup>th</sup>) day shall be paid on any unpaid balance. The rate of such interest shall be three percentage points above the average predominant prime rate quoted by commercial banks to large businesses, as determined by the Board of Governors of the Federal Reserve System.

4.32.10 Clay County shall have the right to purchase goods and services using a Purchasing Card.

**4.33 Contract Monitoring:**

4.33.1 The County shall have the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the County determines the contractor to be at high-risk

Vendor's Initials: \_\_\_\_\_

for non-compliance, the County shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below.

- a. Withholding authority to proceed to the next phase of the project until the Clay County entity receives evidence of acceptable performance within a given contract period;
- b. Requiring additional, more detailed financial reports or other documentation;
- c. Additional contract monitoring;
- d. Requiring the contractor to obtain technical or management assistance; and/or
- e. Establishing additional prior approvals from the County.

#### **4.34 Property of Clay County:**

4.34.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of Clay County. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the County.

#### **4.35 Inspection and Acceptance:**

4.35.1 No equipment, supplies, and/or services received by Clay County pursuant to a contract shall be deemed accepted until the County has had reasonable opportunity to inspect said equipment, supplies, and/or services.

4.35.2 The contractor shall understand and agree that all equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, the contractor shall understand and agree that all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

4.35.3 Clay County shall have the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

4.35.4 Clay County's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the County may have.

#### **4.36 Warranties:**

4.36.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to the DP&CS, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be of good materials and workmanship, and (4) be substantially free from defect.

4.36.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of or payment for said equipment, supplies, and/or services.

#### **4.37 Safety:**

4.37.1 The contractor shall understand and agree that all practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

Vendor's Initials: \_\_\_\_\_

**4.38 Applicable Codes and Ordinances:**

4.38.1 The contractor shall hereby certify that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

**4.39 Breach of Contract and Contract Cancellation:**

4.39.1 In the event of material breach of the contractual obligations by the contractor, Clay County may cancel the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 business days from notification, or at a minimum the contractor must provide the County within 10 business days from notification a written plan detailing how the contractor intends to cure the breach.

4.39.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of cancellation terminating the contract immediately. If it is determined the County improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

4.39.3 If the County cancels the contract for breach, the County shall have the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the County deems appropriate and charge the contractor for any additional costs incurred thereby.

4.39.4 Notice of Default: In the event the contractor fails to cure the breach to the satisfaction of County within 10 days, or within the written cure plan as agreed to by the County, the County may elect to do all or any of the following:

- a. The County may elect to remedy the default by curing the default with department staff or contracting with another vendor to do the work in question. In this event, the contractor shall be invoiced the costs incurred by the County plus an additional fifty percent (50%).
- b. The County may immediately prohibit the contractor from having access to the property or conducting business on the property.
- c. The County Commission, after consideration of the default, may terminate the agreement. In this event, the contractor shall be required to immediately vacate the premises, shall not be entitled to any additional opportunities to remedy the default and shall not be entitled to any additional compensation.

4.39.5 Non-Appropriation of Funds: The contractor understands and agrees that funds required to fund the contract must be appropriated by the County Commission for each fiscal year included within the contract period. The contract shall not be binding upon the County for any period in which funds have not been appropriated, and the County shall not be liable for any costs associated with termination caused by lack of appropriations.

**4.40 Communications and Notices:**

4.40.1 Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail with confirmed receipt or hand-carried and presented to an authorized employee of the offeror/contractor.

Vendor's Initials: \_\_\_\_\_

4.40.2 The contractor shall, within five (5) days after the award of the contract, submit a written identification and notification to the Sheriff's Office of the name, title, address, and telephone number of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the contractor's performance under the contract shall be addressed. The contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that the Sheriff is immediately notified in writing.

**4.41 Bankruptcy or Insolvency:**

4.41.1 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DP&CS immediately.

4.41.2 Upon learning of any such actions, the County shall have the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

**4.42 Non-Discrimination and Affirmative Action:**

4.42.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

4.42.2 If discrimination by a contractor is found to exist, the County shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the County until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

**4.43 Americans with Disabilities Act:**

4.43.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

**4.44 Drug Free Workplace:**

4.44.1 The contractor (whether an individual or company) shall agree to provide a drug free workplace.

**4.45 Titles:**

4.45.1 Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Vendor's Initials: \_\_\_\_\_

**EXHIBIT A  
PRICING PAGES**

**PRICING TABLE 1: REQUIRED PRICING**

The offeror shall complete the following pricing table(s) (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the mandatory requirements of the RFP.

Line Item No.	DESCRIPTION	UNIT OF MEASURE	COST
001	Firm, fixed total inmate price for delivery of any medical service defined herein to any inmate in the custody of the Clay County Sheriff's Office during the initial contract period in the event that the average daily inmate population during the month is from 305 - 330. Amounts <b>must</b> be indicated for on-site services 24 hours a day, seven days a week (24 x 7) and for emergency services as needed.	Per Month With Average daily inmate population of 305 to 330 inmates	\$ _____
002	Firm per diem per inmate price for delivery of any medical service defined herein to any inmate in the custody of the Clay County Sheriff's Office during the initial contract period in the event that the average daily inmate population during the month is 331 or greater. Amounts <b>must</b> be indicated for on-site services 24 hours a day, seven days a week (24 x 7) and for emergency services as needed.	Per Month With Average daily inmate population of 331 or greater inmates	\$ _____
003	Firm per diem per inmate credit for services defined herein in the event that the average daily inmate population during the month is 304 or less. Amounts <b>must</b> be indicated for on-site services 24 hours a day, seven days a week (24 x 7) and for emergency services as needed.	CREDIT AMOUNT Per Month for average daily inmate population during the month when there is 304 or less inmates	\$ _____

**PRICING TABLE 2: OTHER REQUIRED PRICING**

The offeror must state below all other applicable costs necessary to satisfy the mandatory requirements of the RFP. Unless stated in Exhibit A, the County shall assume that absolutely no other fees or charges, including upgrade fees, will be assessed to the County whatsoever in connection with the license granted herein and to satisfy the RFP requirements.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE

Vendor's Initials: \_\_\_\_\_

**EXHIBIT A, continued**

**PRICING TABLE 3: OPTIONAL AND/OR ALTERNATIVE PRICING**

The offeror may provide firm, fixed pricing for optional features, expansion options and/or enhancements and alternative pricing mechanisms for the proposed Healthcare Inmate Services solution. Also list any pricing discounts.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE

**PRICING TABLE 4: FEE SCHEDULE**

If additional services are requested by the County, the contractor shall prepare and submit to the County an estimate of the total cost associated with such additional services. The offeror must indicate in the pricing table below the firm, fixed hourly rates for the personnel job classifications that may be necessary to fulfill the requirements of the RFP.

**TASK/PERSONNEL BREAKDOWN  
SCHEDULE OF HOURLY BILLING RATES FOR SERVICES**

PERSONNEL CLASSIFICATION	TYPICAL WORK TASKS	HOURLY RATE

Vendor's Initials: \_\_\_\_\_

**EXHIBIT B**  
**Experience and Expertise**  
**(evaluation value 30 points)**

The evaluation of the offeror's experience and expertise shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding current and/or prior experiences in providing the services and expertise of the organization as well of its personnel. The County shall have the right to use the information provided herein, including information gained from any other source, in the evaluation process.

**B.1 EXPERIENCE:**

1. The offeror should describe any previous public government project experiences within the past seven (7) years of a similar nature and complexity in scope, responsibility and services involved as what is described in this RFP. In providing the project summaries the offeror should describe the following:
  - The *relevance* of the projects to the RFP requirement for Healthcare Inmate Services as what is described herein.
  - Healthcare Services expertise utilizing and standards for inmate health care as prescribed by the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC) as they currently exist and best practices on previous similar projects.
  
2. From the project summaries provided above, the offeror should provide three (3) references to contact to verify the experience and performance of the offeror. Reference contacts should include name of contact, their telephone number, and email address. *\*Please note that it is the intent of Clay County to contact references via email so please verify that the reference's email address information is accurate. The evaluator's inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond shall be considered an invalid reference and thus may result in minimal evaluation consideration in this area of the evaluation.*

*Provide the following information on separate reference tables for each of the three (3) vendor references provided:*

**REFERENCE TABLE**

Reference # ____ of ____	
<b>Customer Organization:</b>	
<b>Location (City &amp; State):</b>	
<b>Name of Reference Contact:</b>	
<b>Title:</b>	
<b>*Email Address:</b>	
<b>Telephone Number:</b>	
<b>Contract or Service Period (dates of services):</b>	
<b>Brief Description of Services provided</b>	

Vendor's Initials: \_\_\_\_\_

**B.2 EXPERTISE:**

1. The offeror should list the key personnel proposed by the offeror and any subcontractor along with a description of key personnel’s duties and responsibilities. The offeror should provide detailed information about the experience, expertise and qualifications of the key staff assigned to this project. Identify whether the staff is that of the contractor or subcontractor. **At a minimum the key personnel should include: Physician; Dentist; Director of Nursing; and three (3) Practicing Registered Nurses (PRN).**

The offeror should provide the following information for each key personnel. *The offeror should make the provision of finding information to the following bulleted items easy to locate within their proposal response preferable using the descriptive titles below (i.e., it is suggested that the offeror does not simply insert resumes of key personnel without making sure that the resumes clearly and easily allow for identification of the following requested information. Failure to do so may result in minimal evaluation consideration):*

- Name,
- Job Title/Project Role,
- Number of years’ experience at current job title/project role
- Education,
- Training/Certifications/Licenses/Membership Registrations pertinent to the RFP scope of work
- Business experience within the past seven (7) years as it relates to the RFP scope of work.
- Indicate their tenure with the offeror’s company

If staff is not yet hired, the offeror should provide:

- Detailed descriptions of the required employment qualifications
  - Detailed job descriptions of the position to be filled, including the type of individual proposed to be hired
2. Described any industry-acknowledged certifications, awards/recognitions, etc. that the offeror’s organization have attained or are actively pursuing that further demonstrates the offeror’s organizational and staff expertise.
  3. The offeror should submit a copy of all licenses and/or certifications, which may be required by state, federal and/or local law, statute or regulation in the course of performance of the profession. It is strongly suggested that the offeror review the licensing/certification requirements, if applicable. Clay County reserves the right to request and to obtain a copy of any license or certification required to perform defined services prior to an award of contract, or at any other time.

Vendor’s Initials: \_\_\_\_\_

**EXHIBIT C**  
**Method of Performance/ Project Approach**  
**(evaluation value 10 points)**

The evaluation of the offeror's proposed method of performance/project approach shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the proposed method of performance/project approach. The County shall have the right to use this information, including information gained from any other source, in the evaluation process.

It is the offeror's responsibility to make sure all products/services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the services proposed; however, the evaluator does have sufficient technical/business background to conduct an evaluation when presented complete information.

**C.1 METHOD OF PERFORMANCE/ PROJECT APPROACH INFORMATION:**

The offeror should present a written narrative, which demonstrates the method, or manner in which the offeror proposes to satisfy the requirements of the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.

The offeror should provide a sequential step-by-step description of the tasks or event that are proposed to accomplish the scope of work and the number of work hours required to perform the task or event. In addition, the offeror should specify the personnel who are proposed to perform each task and the number of work hours each person will be working on that particular event.

In presenting the proposed method of performance, the offeror should specifically describe the following:

- The start-up or implementation plan before operations begin and the length of time necessary to prepare for actual program implementation.
- The proposed phasing-in of operations
- How each medical component will become operational and will continue operating.
- Methods of program evaluation and proposed frequency of program evaluation
- Goals the offeror's program will work toward
- Methods of staff recruitment
- Plans for coordination between the offeror and the Sheriff's office on all program issues, from staffing and personnel issued to quality of care issues

Vendor's Initials: \_\_\_\_\_

**Exhibit D**  
**Reliability and Resources**  
**(evaluation value 20 points)**

The evaluation of the offeror's reliability and resources shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the company's reliability and resources. The County shall have the right to use this information, including information gained from any other source, in the evaluation process.

**D.1 RELIABILITY:**

The offeror should provide information that documents the depth (#) of resources (i.e., financial, supplies, facilities, infrastructure, and human resources, etc.) to ensure successful completion of all RFP requirements.

The offeror should identify subcontractors and partners and describe how they will be utilized, including the percentage of work performed by subcontractors/partners, for the implementation and provision of services.

**Project Staffing:** The offeror should describe how they will staff the project including the number of staff utilized for each respective program of service and how they will provide continuous personnel and other resources necessary throughout the term of the contract.

**D.2 RESOURCES:**

The offeror should provide any relevant information as it pertains to the offeror's organization, as well as any proposed subcontractor's, reliability, strength and stability in the business market especially the requested information specified below:

*Clearly distinguish between the offeror's organization's and any proposed subcontractor's firm's information.*

1. Parent company or corporate headquarters location.
2. Year company was established.
3. Number of years the company has been in the Healthcare Inmate Services business.
4. Location of any local branch offices where support services may be provided from in the mid-western U.S. (in particular offices located in the following states: Iowa, Missouri, Illinois, Kentucky, Tennessee, Arkansas, Oklahoma, Kansas, and Nebraska).
5. The offeror should describe their organization's financial stability and any other financial resources available to the offeror to help support any subsequent contract.
6. Has your organization or any subsidiary of your organizations (both past and present) ever filed for bankruptcy in the past six (6) years? (If yes, please explain.)
7. In the past six (6) years has the offeror's firm or any of its affiliate firms been the subject of any of the following actions by any government agency (If yes, please explain):
  - Been suspended, debarred, disqualified, had a pre-qualification status revoked or otherwise been declared ineligible to bid?
  - Been issued a written letter by the government indicating default/breach on any contract?
  - Had a contract terminated?

Vendor's Initials: \_\_\_\_\_

**Exhibit D - Continued**  
**Reliability and Resources**

8. Describe any current legal actions against your company, (pending or resolved within the past three years from date of issuance of this RFP that are or were held in a legal venue within the United States), in particular as it relates to the services you are proposing in response to this RFP, and provide the current status of any such actions.

Vendor's Initials: \_\_\_\_\_

**ATTACHMENT 1  
SAMPLE AGREEMENT**

**The County has included with this RFP a sample agreement for the services requested. This sample is provided for illustrative purposes only. The County shall have the right to submit an agreement which differs from the following example.**

RESOLUTION/AGREEMENT #2014-~~XXX~~  
RFP No. 40-14

**This AGREEMENT**, made and entered into this **DATE** day of **MONTH** 20**\_\_**, by and between Clay County, Missouri, hereinafter referred to as "County," and **XYZ Company**, a corporation in the State of **STATE**, hereafter referred to as "Vendor." Witnesseth, that:

**WHEREAS, Vendor** has offered to provide the services described in APPENDIX B, in consideration of the payment terms/fee schedule(s) described in APPENDIX A, subject to the General Conditions described in APPENDIX C; and

**WHEREAS**, The County desires to engage Vendor to provide such services.

**NOW, THEREFORE**, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. The County employs vendor to provide the services hereinafter set forth.
2. **PRODUCTS AND/OR SERVICES:** The contractor represents that it is equipped, competent, and able to provide, and that it will provide all products and/or services hereinafter set forth in a diligent, competent, and workmanlike manner. Contractor will provide all such products and/or services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: County's Request for Proposal No. **\_\_\_\_\_** (hereinafter "RFP"); the Contractor's Response to the RFP, ("Proposal"), which includes **(specify any clarification documentation such as emails, letters, BAFO responses, etc that is incorporated as part of the vendor's proposal response)**; Payment Terms/Fee Schedule(s), attached hereto as **APPENDIX A**; Scope of Work ("Scope"), attached hereto as **APPENDIX B**; and Contract Terms and Conditions, attached hereto as **APPENDIX C**. In the event of any conflict between provisions in the appendices attached herein, the provisions set forth in APPENDIX C shall control.
3. **PAYMENT AND ADDITIONAL SERVICES:** If additional services are requested by the County, the contractor shall prepare and submit to the County an estimate of the total cost associated with such additional services. The County will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the County to the contractor for such approved additional services shall not exceed the approved amount. The contractor's fees for additional services shall be billed on an hourly basis at contractor's current standard rates as specified in Exhibit A of the contract agreement.
4. **TERM:** The Contract Agreement's initial contract period shall be from **MONTH, DAY, YEAR** to **MONTH, DAY, YEAR**. Pricing shall remain the same firm, fixed amounts as specified in APPENDIX A for the duration of the contract, unless otherwise stated within the contract agreement. Clay County shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods, or any portion thereof. In the event Clay County exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period. Any increase in cost at the beginning of each renewal period shall be limited to a 3% increase or the current Federal Consumer Price Index (CPI) "CPI-U, All Items" rate, whichever is lower, of the firm, fixed pricing stated within the RFP.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the County Commission. The vendor has previously indicated their approval and agreement to enter into a binding contract agreement by virtue of their signature on the RFP cover page thereby declaring their understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained therein and the and the Contract Terms and Conditions.

**WITNESS WHEREOF**, the Clay County represent that the signatories below have full authority and authorization to sign on behalf of the Clay County and hereby accept the proposal response from **(insert awarded vendor's name)** of **(insert Vendor's city, state)**.

**Approved:**

**COUNTY OF CLAY, MISSOURI  
COUNTY COMMISSION**

\_\_\_\_\_  
County Counselor

By: \_\_\_\_\_  
Presiding Commissioner

**ATTEST:**

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk of the County Commission

Vendor's Initials: \_\_\_\_\_

**ATTACHMENT 2  
SEALED BID LABEL**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

**SEALED BID RESPONSE ENCLOSED**

**DELIVER TO:**

Department of Purchasing & Contract Services  
1 Courthouse Square, 3<sup>rd</sup> Floor,  
Commission Front Desk Reception Area  
Liberty, MO 64068

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**BID # 40-14    DATE: 12/16/14**

**BIDS MUST BE RECEIVED BEFORE 2:00 P.M. CENTRAL TIME**

**DESCRIPTION: Inmate Healthcare Services**

Vendor's Initials: \_\_\_\_\_

## ATTACHMENT 3

### Medical Equipment Provided by the Clay County Detention Center

Exam Table  
Exam Lamp  
Exam Stool (x2)  
Dinamapp with 3 cuffs  
UV exam light  
Pulse Ox meter (large)  
Backboard and straps  
Dental X ray machine  
Walker/Canes  
Refrigerators (x2)  
Nebulizer machines (x2)  
Wheel Chair  
Scale  
AED  
Wall otoscope  
Doppler machine  
Blood pressure wrist cuffs (2)  
Peak Flow meter

### Office Equipment Provided by the Clay County Detention Center:

Mini-refrigerator  
Shredder (small)  
Shredder (large)  
File cabinets/office supplies  
Scanner/Copier/Fax (2)  
Desktop computer (x3)  
Tablet (x2)  
Signature Pad  
EMR Scanner  
Wireless Router  
Desk Phone (x5)  
Laser Printer

### Medical Equipment Provided by Contractor:

Suction Machine  
Medical Supplies  
Eye exam chart  
Thermometers  
Blood Pressure cuffs (x4)  
Small Finger Pulse Ox  
Stethoscope

Vendor's Initials: \_\_\_\_\_