



OFFICE OF WILL COUNTY EXECUTIVE
LAWRENCE M. WALSH

Rita Weiss
Purchasing Director

(815) 740-4605
Fax (815) 740-4604
rweiss@willcountyllinois.com

October 16, 2012

To Whom It May Concern:

You are invited to submit your proposal for the provision of comprehensive inmate and juvenile health care services to include medical and dental services, health care personnel, and program support services, for a population of approximately 850 adult inmates for 2013, up to 950 adult inmates in 2015 for the Will County Adult Detention Facility (WCADF), and approximately 50 juvenile detainees for River Valley Juvenile Detention Center (RVJDC) (herein referred to jointly as "Will County"), both located in Joliet, Illinois. The contract period will commence February 1, 2013.

A Mandatory Pre-Proposal Conference will be held Wednesday, **October 24, 2012** beginning at 10:00 AM at the Will County Adult Detention Facility, 95 S. Chicago St, Joliet, IL. Following the proposal conference, a tour will be conducted at both facilities. Register via fax 815-740-4604 or email rweiss@willcountyllinois.com by Tuesday, October 23, 2012. ***Proposals will not be accepted from those who do not attend the mandatory pre-proposal conference and site tour.***

A 10% Bid Bond or Cashier's Check, made payable to the Will County Treasurer, must accompany your proposal, or it will not be considered.

Sealed proposals will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, IL. 60432, not later than **11:00 A.M., November 13, 2012, as so indicated by the time stamp clock of Will County.** Proposals will be publicly opened and read by the Will County Executive or his Representative at **11:10 A.M., November 13, 2012,** same location.

The Bidder acknowledges the right of Will County to reject any or all proposals and to waive non-material informality or irregularity in any proposal received in whole or in part, as may be specified in the solicitation.

Should you have any questions regarding any aspects of this proposal, please contact Rita Weiss, Purchasing Director via email at rweiss@willcountyllinois.com. We look forward to your proposal.

Sincerely,

Rita Weiss
Purchasing Director

**ADVERTISEMENT OF
REQUEST FOR PROPOSAL
FOR COMPREHENSIVE MEDICAL/DENTAL SERVICES
FOR INMATES/DETAINEES OF THE ADULT & JUVENILE DETENTION FACILITIES**

SEALED PROPOSALS FOR THE PROVISION OF ADULT INMATE/YOUTH DETAINEE HEALTH CARE SERVICES TO INCLUDE MEDICAL AND DENTAL SERVICES, HEALTH CARE PERSONNEL, AND PROGRAM SUPPORT SERVICES, ARE BEING REQUESTED. THIS WILL BE A THIRTY-SIX (36) MONTH CONTRACT COMMENCING FEBRUARY 1, 2013 THROUGH JANUARY 31, 2016.

A MANDATORY PRE-PROPOSAL CONFERENCE AND WALK THROUGH WILL BE HELD **10:00 A.M., WEDNESDAY, OCTOBER 24, 2012**, AT THE WILL COUNTY ADULT DETENTION FACILITY, 95 S CHICAGO ST, JOLIET, IL. FOLLOWING THE PROPOSAL CONFERENCE, A TOUR WILL BE CONDUCTED AT BOTH FACILITIES. **PROPOSALS WILL NOT BE ACCEPTED FROM THOSE WHO DO NOT ATTEND.**

SEALED PROPOSALS WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF **11:00 A.M., TUESDAY, NOVEMBER 13, 2012**. PROPOSALS WILL BE PUBLICLY OPENED AT **11:10 A.M., TUESDAY, NOVEMBER 13, 2012**, AND READ ALOUD BY THE WILL COUNTY EXECUTIVE OR HIS REPRESENTATIVE AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, 2ND FLOOR.

SPECIFICATIONS AND CONDITIONS OF THE PROPOSAL ARE AVAILABLE AT www.demandstar.com, AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4605 OR EMAIL purchasing@willcountyillinois.com.

THE TENDERING OF A PROPOSAL TO WILL COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE BIDDER ACKNOWLEDGES THE RIGHT OF WILL COUNTY TO REJECT ANY AND OR ALL PROPOSALS, AND TO WAIVE NON-MATERIAL INFORMALITY OR IRREGULARITY IN ANY PROPOSAL RECEIVED IN WHOLE OR PART AS MAY BE SPECIFIED IN THE SOLICITATION.

BY ORDER OF THE WILL COUNTY EXECUTIVE, LAWRENCE M. WALSH.

I.2 Performance Bond:

A Performance Bond for the amount of the first four months of the first year contract price will be required from the Successful Bidder and shall be valid throughout the life of the contract. The Performance Bond will be returned at the completion of the first year upon receipt of the replacement bond for the second year contract period and same for the third year. If it is difficult to acquire a Performance Bond by the time the contract is to commence, Will County shall accept a letter notarized by the Insurance Carrier showing that such Bond is being processed at that time.

I.3 Prime Contractor Certification:

Included in this proposal package is a Prime Contractor Certification form. This form must be filled out, signed and returned with your proposal package or it will not be accepted.

I.4 Non-Discrimination:

The contractor shall at all times observe and comply with all laws, statutes, regulations or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

1.5 Words and Figures:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication. Bidders are expected to check their proposals carefully for errors.

1.6 Sample Contract:

Please include any copies of documents that Will County will be asked to sign (i.e. **ALL** Contracts), which should be a **sample standard contract**. In the event of any conflict between the terms of the Bidder's sample standard contract and the pricing and terms listed on the proposal form of the executed County document, the pricing and terms of the proposal form shall prevail.

II. INTRODUCTION

The Will County Sheriff and Chief Judge of 12th Judicial Circuit are requesting proposals for the provision of adult inmate and juvenile detainee health care services to include medical and dental services, health care personnel, and program support services for a population of 850 adult inmates and 50 juvenile detainees, for an initial term of thirty six (36) months commencing February 1, 2013.

Services shall be provided at two facilities:

Facility Name: Will County Adult Detention Facility (WCADF)
Street Address: 95 South Chicago Street, Joliet, IL 60436
Telephone Number: (815) 740-5647
Contact Person: Deputy Chief Support Services, Gina Marotta

Facility Name: River Valley Juvenile Detention Center (RVJDC)
Street Address: 3200 West McDonough, Joliet, IL 60431
Telephone Number: (815) 730-7055
Contact Person: Toni Johnsen

Current Average Daily Population of the WCADF is approximately 850+ Adult Inmates. For the WCADF Bidders should base their proposal on an expected population of 850 inmates for 2013, 900 inmates in 2014 and 950 inmates in 2015. The RVJDC has a capacity of 102 juveniles but is expected to have a daily population of less than 50 juveniles. The average length of stay for juvenile detainees is 23 days. For this proposal, contractors are requested to bid on a juvenile population of 50 residents. Clarification on population parameters will be provided at the Bidder's conference.

The current contract for the WCADF and RVJDCC is \$4,216,509 per year based on a population of 850 inmates. There is a per diem of \$ 3.16 for inmates that exceed the population of 850 inmates. There is a \$300,000 catastrophic limit for off-site services, which includes inpatient hospitalizations, fees, specialty consults, and physician fees up to a cumulative total of the first \$300,000 aggregate catastrophic limit per contract year regarding illness, injury or infectious disease.

III. OBJECTIVES OF THE RFP

- a) To collect information necessary for the evaluation of competitive proposals submitted by qualified Bidders.
- b) To provide for a fair and objective evaluation of proposals.
- c) To result in a contract between Successful Bidder and the Will County Sheriff and Chief Judge of 12th Judicial Circuit.
- d) To deliver high quality health care services that can be audited against established standards of the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA) and the Illinois County Jail Standards/Illinois Juvenile Detention Standards.
- e) To operate the health services program at full staffing and to use only Illinois licensed, certified and professionally trained personnel.
- f) To operate the health services program in a cost-effective manner with full reporting and accountability to the Sheriff's and Chief Judge's Administrations.
- g) To implement an annual written health care plan with clear objectives, site-specific policies, and procedures and annual evaluation of compliance, including Continuous Quality Improvement planning, process and outcome studies.
- h) To maintain an open collaborative relationship with the administration and staff of the Sheriff/Warden and Chief Judge of 12th Judicial Circuit/Superintendent of RVJDC.
- i) To maintain standards established by the Will County Sheriff and Chief Judge of 12th Judicial Circuit, Illinois County Jail Standards, Illinois Juvenile Detention Standards and to meet or exceed NCCHC standards, ACA accreditation standards for adult inmates/juvenile detainees.
- j) To offer a comprehensive program for continuing health care staff education as well as for training of correctional staff.
- k) To maintain complete and accurate electronic patient records of care and to collect and analyze health statistics on a regular basis.
- l) To operate the health services program in a humane manner that at all times upholds the civil rights of the adult inmates and juvenile detainees including the right to basic health care services.

IV. PROPOSAL PROCESS (tentative schedule of events concerning the proposal process)

October 16, 2012	Advertisement in local paper/Public Notification/ Distribution of the RFP
October 24, 2012, 10:00 a.m.	Mandatory Pre-Proposal Conference & Tours
October 31, 2012, 4:00 p.m.	Bidders Question due
November 7, 2012	Addenda issued
November 13, 2012, 11:00 a.m.	Proposal Due Date
November 13, 2012, 11:10 a.m.	Public Bid Opening
Week of 11/26-11/30/12	Tentative Oral Presentation/Interviews with Bidders
Week of 12/3/12	Notification of Award to Successful Bidder
December, 2012	Negotiate Contract Terms with Successful Bidder
December, 2012 – January, 2013	Transition Implementation Period
February 1, 2013	Commence Service with Successful Bidder

A complete original and **ten (10) exact duplicates** of the proposal must be submitted in a **sealed** package to:

Name: Rita Weiss
Title: Purchasing Director
Location: Will County Office Building
Street: 302 N. Chicago Street
City/State: Joliet, Illinois 60432
Telephone: (815) 740-4605
Fax: (815) 740-4604
E-mail Address: rweiss@willcountyillinois.com

V. GENERAL TERMS AND PROVISIONS

- V.1** If our specifications, when included in our Request for Proposal, are not returned with your proposal, and no specific reference is made to them in your proposal, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company or manufacturers specifications are included with the proposal and which proposal contain information that can be construed or is intended to be a deviation from our specifications, such deviations must be specifically referenced in your proposal response.
- V.2** The responsibility for getting the proposal to the Purchasing Director on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The Purchasing Director will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Bidder shall be responsible for reading very carefully and understanding completely, the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such proposals shall be returned to the Bidder unopened with the notation **"This Proposal was received after the Time Designated for the Receipt and Opening of Proposals."**

- V.3 Postponement of Date for Presentation and Opening of Proposals:** The Sheriff and Chief Judge of 12th Judicial Circuit reserve the right to postpone the date for receipt and opening of proposals and will make a reasonable effort to give at least five (5) calendar days notice of any such postponement to each prospective Bidder.
- V.4 Time for Consideration:** By submitting a Proposal, Bidders warrant that the prices quoted in the proposal will be good for a period of ninety (90) calendar days from the date of proposal opening. Successful Bidders will not be allowed to withdraw or modify their proposals after the opening time and date.
- V.5 Non-Collusive Statement:** The submission of this statement certifies that the prices in proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or any competitor.
- V.6 Conflict of Interest:** The proposal shall contain the Bidder's warranty that, except for bona fide selling agents of the firm for the purposes of securing business, no person, lobbyist, attorney, or selling agency has been employed, or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency. The Bidder must disclose with its proposal the name of any agent, director, employee or former employee of Will County under their employ.
- V.7 Prices:** All proposals submitted must show the net proposal price after any and all discounts allowable have been deducted. State sales tax and federal excise taxes shall not be included as Will County is tax-exempt. Will County will issue copies of our exemption certificates to the Successful Bidder when requested.
- V.8 Performance Deficiency Adjustments:** Performance deficiency adjustments may be imposed at the option of Will County, if the following program deficiencies are determined by monitoring activities. Monitoring activities shall be conducted on a monthly basis.
- V.8.a** Repeated failure by the Successful Bidder to either pay invoices to subcontractors or other entities that have submitted legitimate claims for services provided to the Successful Bidder under this proposal, within 60 days of receipt, or in the alternative to have a valid agreement with a subcontractor for payment, could result in termination of the contract.
- V.8.b** Failure to follow the Inmate referral process as follows: Inmate referrals for off-site, non-urgent consults will be reviewed, and be either approved or denied by the Successful Bidder's site Medical Director within five (5) business days of the on-site physician's referral and the inmate shall be seen by the community provider within thirty (30) days of said referral, or the Successful Bidder will be subject to a fine of \$100 per consult deficiency in any calendar month, where service has been delayed. If the consult has been denied, an alternative treatment plan shall be proposed and actual performance thereof documented within the medical record. If the alternative treatment plan is not successful, then the on-site physician may again refer the patient to the community specialty provider, subject to and in conformance with review and approval process.
- V.8.c** Failure to place at least 95% of the eligible adult inmate/juvenile detainee Tuberculin skin test or PPD's within 96 hours of intake and read within 48-72 hours after placement (or chest x-ray obtained for prior positive PPD's). The vendor shall pay a fine of \$100 per identified deficiency, which fine shall be paid within 30 days after written notice of the deficiency.
- V.8.d** If in any given week any physician, midlevel provider, or dental provider (herein, cumulatively, "providers") does not meet the specified hours of service required in the contract between the Successful Bidder and Will County monthly deductions shall be made at one and a half times the provider's salary identified in the attached salary rate schedule.

- V.8.e** If any eligible adult inmate or juvenile detainee, known to have a clinical status of HIV that has been on PCP prophylaxis or other prescribed HIV treatment by an infectious disease or primary care physician, does not receive said therapy as appropriately ordered by the provider, the vendor shall be fined \$100 for each day the eligible inmate has not received said therapy.
- V.8.f** Chronic care adult inmates/juvenile detainees (i.e. including but not limited to diabetics, hypertension, seizure disorder, infectious disease, mental health, asthma or COPD) shall be enrolled in a chronic care clinic and seen by a physician or midlevel provider within 14 days of their intake into the jail or juvenile facility, or sooner as clinically indicated, and then evaluated at least every 90 days by a physician (or Health Department psychiatrist). Liquidated damages of \$100 per identified deficiency shall be assessed for each identified deficiency/individual.
- VI. PROPOSAL ERRORS:** When errors are found in the extension of the proposal prices, the unit price will govern. Proposals having erasures or corrections must be initialed in ink by the Bidder.
- VI.1 Proposal Obligation and Disposition:** The contents of the proposal and any clarifications thereto submitted by the Bidder shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All proposals become property of the Will County Sheriff and Chief Judge of 12th Judicial Circuit and will not be returned to the Bidder.
- VI.2. Law, Statutes, and Ordinances:** The terms and conditions of the Request for Proposal and the resulting contract or activities based upon the Request for Proposal shall be construed in accordance with the laws, statutes and ordinances applicable to Will County and the State of Illinois.
- VI.3. Information and Descriptive Literature:** Bidder must furnish all information requested in the proposal. If specified, each Bidder must submit cuts, sketches, descriptive literature and/or complete specifications covering the products ordered. Reference to literature submitted with previous proposals will not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection.
- VI.4 Proposal Submittal Costs:** Submittal of a proposal is solely at the cost of the Bidder. Will County is in no way liable or obligates itself for any costs accrued to the Bidder in submitting the proposal.
- VI.5 No Bid:** If the receipt of this Request for Proposal is not acknowledged, the Bidder's name may be removed from Will County vendor's mailing list.
- VI.6. Compliance with Occupational Safety and Health Act:** The Bidder certifies that all material, equipment, etc., contained in his proposal meets all O.S.H.A. requirements.
- VI.7. Acceptance and Rejection:** Will County reserves the right to reject any or all proposals, in whole or in part, for cause, or without cause, to waive non-material irregularities, if any, in any proposal.
- VI.8. It is MANDATORY that the Bidder visits the sites where services are to be provided to familiarize himself with the scope of the effort required. The pre-proposal conference is a mandatory requirement. Any Bidder that does NOT participate in the pre-proposal conference and walk-through of both sites will NOT be allowed to submit a proposal.**
- VI.9.** Each Bidder's proposal and any clarifications to that proposal shall be signed by an officer of the Bidder or a designated agent empowered to bind the Bidder in a contract. Exceptions to the specifications, if any, may be noted on the specification page or in the form of an exception.

- VI.10.** The price proposal shall indicate that general terms and provisions outlined above are acknowledged.
- VI.11. Permits and Licenses:** All permit(s), certificate(s) and license(s) required by Federal, State or local laws, rules and regulations necessary for the implementation of the work undertaken by the Successful Bidder pursuant to the contract shall be secured and paid for by the Successful Bidder. It is the responsibility of the Successful Bidder to have and maintain the appropriate permit(s), certificates(s) and license(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for which a certificate or license is required.
- VI.12. Assignment:** The Successful Bidder shall give full attention to the faithful execution of the contract, shall keep the contract under his control, and shall not, by power of attorney or otherwise, assign the contract to any other party. Will County shall not honor any assignment by the Successful Bidder under any circumstances.
- VI.13 Abandonment or Delay:** If the work to be done under this contract shall be abandoned or delayed by the Successful Bidder, or if at any time the Sheriff and/or the Chief Judge of 12th Judicial Circuit shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Successful Bidder, the Will County may annul the contract or any part thereof if the Successful Bidder fails to resolve the matter within thirty (30) days written notice from the Sheriff or Chief Judge of 12th Judicial Circuit or their authorized designee. Will County reserves the right to terminate this agreement immediately in the event that the Successful Bidder discontinues or abandons operations, is adjudicated bankrupt, or is reorganized under any bankruptcy law or fails to keep in force any required insurance policies. Will County shall pay for services rendered up to the point of abandonment and termination and the Successful Bidder shall provide full services up to the point of contract termination. Both parties agree that such termination shall be considered "for cause" in the event of the Successful Bidder's abandonment and/or bankruptcy.
- VI.14 Bidder's Cooperation:** The Successful Bidder shall maintain regular communications with the Sheriff's administration and the administration of the Chief Judge of 12th Judicial Circuit and shall actively cooperate in all matters pertaining to this contract.
- VI.15 Responsibility:** The Successful Bidder shall at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting this contract.
- VI.16 Liability:** The Successful Bidder shall not be responsible for failure to perform the duties and responsibilities imposed by the contract due to fires, acts of God and similar occurrences beyond the control of the Successful Bidder that make performance impossible or illegal. However, the Successful Bidder shall make every good faith effort to perform the essential services to the best of their ability under even extreme circumstances to ensure that the continuity of patient care is maintained if at all feasible. The Successful Bidder will be responsible for full staffing, even in the event of a legal strike by the Successful Bidder's employed bargaining units.
- VI.17 Requirements Contract:** During the term of the contract, the Successful Bidder will furnish all of the services specified in this Request For Proposal.
- VI.18 Indemnification:** The Successful Bidder shall indemnify, defend and hold the Sheriff, the Chief Judge of 12th Judicial Circuit, Will County and any of their officials, officers, employees or agents harmless from and against any liabilities, suits, claims or demands whatsoever kind or nature arising out of or connected with the performance of this contract by the Successful Bidder; provided, however, that Successful Bidder will not be responsible for any claim arising

out of, (i) actions taken by the Sheriff or the Chief Judge of 12th Judicial Circuit or their employees, officers or agents that prevent an adult inmate or juvenile detainee from receiving medical care as ordered by the Successful Bidder, its employee or agent or (ii) the failure of the Sheriff or the Chief Judge of 12th Judicial Circuit, their employees or agents to exercise reasonable judgment in promptly presenting an ill or injured adult inmate/juvenile detainee to the Successful Bidder's designated medical provider for treatment.

VI.19 Notices: All notices and requests between the Parties shall be in writing and shall be delivered by certified mail, return receipt requested, to the correct address of the parties to the contract. Either party may change its address by giving notice of the new address to the other party.

VI.20 Termination of Contract:

INITIAL THREE-YEAR TERM (AUTOMATIC RENEWAL WITHIN 3-YEAR TERM. The Term of the initial agreement shall begin on February 1, 2013 at 12:01 a.m., through January 31, 2016, which constitutes a three-year period, or three, consecutive, renewable, one-year periods. This contract will automatically renew for years Two and Three unless either party provides written notice of termination at least 120 days prior to the automatic renewal date.

In the event of early termination Will County shall be obligated to reimburse the Successful Bidder only for those services rendered prior to the date of notice of termination, less any liquidated damages that may be assessed for nonperformance.

TERMINATION DUE TO SUCCESSFUL BIDDER OPERATIONS The County reserves the right to terminate this agreement immediately in the event that the Successful Bidder discontinues or abandons operations, is adjudicated bankrupt, or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. The County shall pay for services rendered up to the point of termination and the vendor shall provide services up to the point of termination. Both parties agree that such termination shall be considered "*for cause.*"

TERMINATION – FOR CAUSE

BY THE SUCCESSFUL BIDDER Except as stated immediately above, a breach by Will County of any material term of this agreement may be considered grounds for termination of the agreement by the Successful Bidder, who shall provide 60 days prior written notice of its intent to terminate for cause. The written notice shall identify the specific basis for termination. Will County will pay for services rendered up to the point of termination. Upon receipt of the written notice of termination for cause, the County will have ten (10) days to provide a written response to the Successful Bidder. If Will County provides a written response to the Successful Bidder addressing the issues identified as cause for termination, and if Will County cures the perceived fault within thirty (30) days of the written notice, the sixty (60) day notice of termination for cause shall become null and void and the agreement will remain in full force and effect without interruption.

BY WILL COUNTY. Failure of the Successful Bidder to comply with any section or part of this agreement shall be considered grounds for termination of this agreement by Will County, who shall provide 60 days prior written notice of its intent to terminate for cause. Such termination shall be without penalty to Will County. The written notice will identify the basis for termination. Will County will pay for services rendered up to the point of contract termination and at the option of Will County the Successful Bidder will provide services up to the date of contract termination. Upon receipt of the written notice of termination for cause, the Bidder shall have ten (10) days to provide a satisfactory written response to the County. If the Bidder provides an adequate explanation for the contractual deficiency identified in the contract termination notice, and cures the deficiency within thirty (30) days of the written notice, to the satisfaction of the County, the sixty (60) day notice period shall become null and void and this agreement will remain in full force

and effect without interruption. Notwithstanding the foregoing, in the event of repeated material breaches, Will County shall have the right to terminate upon 60 days written notice.

Loss of NCCHC accreditation may be considered as cause for termination by Will County given the weight of and critical nature of the importance to all aspects of health care of the NCCHC accreditation to the medical and dental care operation, in addition to the penalty component for financial impact.

TERMINATION WITHOUT CAUSE. Notwithstanding anything herein to the contrary Will County may, without prejudice terminate this agreement without cause by giving one hundred eighty (180) days/six months written notice to the other party. The County shall pay for services rendered up to the date of termination and the Successful Bidder shall provide services up to the date of termination.

- VII. INSURANCE:** The Successful Bidder must include in his proposal, certificates of insurance indicating that the below listed insurance requirements are in force: The Successful Bidder must carry "occurrence" professional ability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate. A certificate of insurance clearly stating "occurrence" coverage must be included with the proposal. Should the Successful Bidder carry "claims made" insurance, the Successful Bidder must purchase "tail coverage" to insurer through the statute of limitations.

VII.1 Comprehensive General Liability:

- a) \$1,000,000 Bodily Injury and Property Damage per occurrence and aggregate \$3,000,000.
- b) Comprehensive General Form
- c) Extended Business Liability Endorsement
- d) Products/Completed Operations (to be provided for minimum of 36 months after completion of work)
- e) Broad Form Contractual Liability
- f) Personal Injury Liability

VII.2. Professional Liability

- a) \$1,000,000.00 per occurrence
- b) \$3,000,000.00 aggregate

VII.3. Worker's Compensation and Employer's Liability

- a) Statutory Coverage for Illinois
- b) \$100,000.00 Employer's Liability
- c) Broad Form All States Endorsement

VII.4. Certificate of Insurance

Prior to commencing work under a resultant contract, the Successful Bidder shall furnish Will County with a certificate of Insurance naming the Will County Sheriff, the Chief Judge of the 12th Judicial Circuit and the County of Will as an additional insureds, giving a ninety (90)-day

notice of cancellation, non-renewal, or change in the insurance coverage. Any cancellations or lapses of insurance affecting the operation of WCADF and/or RVJDC under this contract shall be deemed a material breach of contract.

VIII. BIDDER QUALIFICATIONS

- A. Proposals shall be considered only from firms who can clearly demonstrate to Will County a professional ability to perform the type of work specified within the Request for Proposal. Bidder(s) must be able to demonstrate adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to Will County. In the determination of evidence, Will County reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities and organization of the Bidder(s). Will County shall determine whether the evidence of responsibility and ability to perform is satisfactory.

IX. METHOD OF AWARD

The Bidder acknowledges the right of Will County to reject any or all proposals not in compliance with the Request for Proposal and the right to reject any or all proposals, in whole or in part, and the right to waive any non-material informalities or irregularities for any proposal received and to accept the lowest responsible, responsive proposal after all Proposals have been examined and evaluated.

X. Selection Criteria is as follows, to be evaluated by an Evaluation Committee:

Qualifications	
Length of time Bidder has been in business of providing correctional health care.	
1.	Current and past performances of providing correctional health care in a secure Setting (at least three (3) years of experience in jails/juvenile facilities of similar size).
2.	Experience with other County and Juvenile Systems with similar populations as WCADF and RVJDC.
3.	Accreditation experience both ACA and NCCHC.
4.	Financial stability of the firm. Audited Financial Statements for past three (3) years.
5.	References and satisfaction of a minimum of three (3) current and/or prior clients.
6.	Qualifications (resumes) of key management staff and regional manager assigned to the program.
7.	Turnover and vacancy rate for nurses and physicians in current contracts.
8.	Litigation history and settlements of the Bidder for current and historical contracts (3 yr).
9.	The Bidder has not experienced excessive fines or penalties in performance of services (must provide history of penalties, liquidated damages, paybacks for current and former contracts).
10.	Discussion of adverse media coverage that has happened in past three years (to include copies of articles).
11.	Were there disputes over payment for services in current or former Contracts during last three years? (Interviews)
12.	Was there any evidence that Bidder had withheld or delayed services? (Interviews)
13.	Was there a notable increase or decrease in lawsuits or health related grievances after the Bidder took over? (Interviews)
14.	Turnover of administrative staff. How many regional managers, health administrators and Medical Directors have been assigned to current or prior Bidder contracts since the Bidder took over? (Interviews)
Technical Requirements	
1.	The Bidder has demonstrated in their proposal an understanding of the health services requested by the County - paying attention to the particular needs of the County Jail and Juvenile Detention Center
2.	The Bidder has agreed to maintain compliance with Illinois State Jail and Detention Standards in regard to standards of care.
3.	The Bidder's approach is complete to delivering services.
4.	The Bidder has a complete and realistic transition plan.
5.	Outcomes of the program are described.
6.	The proposal has described adequate support programs e.g. recruitment, quality improvement, nursing protocol development, staff training, etc.
7.	The proposal is clear and straightforward and conforms to the requirements of the RFP.
8.	All mandatory documents are included with the proposal.
9.	The program describes innovation in maximizing on-site services.
10.	The Bidder demonstrates innovative means in cost efficiency and effectiveness.
Cost Proposal	
1.	Bidder price.
2.	Base price is realistic for second and third year to include the price escalator for outlying years.
3.	Realistic hourly rates and annual salaries are described for nursing and professional staff.
4.	Per diem charges for population overages are reasonable.
5.	Line item pricing for pharmacy and overhead is competitive.

- X.1. Price:** All responses will be rated from the common reference point of a single dollar figure for delivery of a total health care program for a thirty-six (36) month period.
- X.2. Corporate Stability:** Each Bidder will be evaluated in the following areas:
- Financial stability as determined by review of audited financial reports. Current audited financial reports for the previous three completed fiscal years must be submitted with the proposal.
 - Ability to perform and manage the proposed program.
- X.3 Experience:** Each Bidder will be evaluated in two areas:
- Experience in health care.
 - Experience in providing correctional health care programs in facilities with inmate populations exceeding 800 inmates AND experience in providing services to juvenile populations.
- X.4 References:** Submit with your proposal, three (3) references where the Bidder has provided service within the past three (3) years that were similar in size to WCADF and RVJDC. The references will be contacted and interviewed in regard to their overall satisfaction of services provided. Also provide a list of current and former contracts with contact information as Will County retains the right to contact any or all former or current clients.
- X.5 Quality of Response:** Each response will be evaluated to determine:
- Bidder's understanding of the project.
 - If all items are discussed clearly and concisely.
- X.6 PROPOSAL PACKAGE:** Bidders must submit a response in the form of a proposal, which includes the following sections:
- Complete Proposal Package and Addendums**
 - Technical proposal:** This portion of the proposal must address each item below:
- X.7 Description of Firm**
- Provide the name, a brief history and description of the corporation. Include the corporation's most recent annual report. Indicate the size of the firm in annualized revenues, outstanding corporate debt, number of contracts, number of sites where services are performed, number of states, counties and/or jurisdictions where services are performed.
- Number of employees employed by the corporation – at the corporate headquarters, at the regional level, at the site level
 - Annualized dollars of payroll – at the corporate level, regional level, and site/facility level
 - Annualized revenue of total contracts
 - Number of years in business as specific entity (If previously operated as a different entity or under a different name indicate same and the number of years in business as prior entity or under former name as well as number of years under current name and structure.
 - Current contracts, contact numbers, when awarded, dollar (annual) size of contract
- X.8 Experience of Firm**
- Provide a summary of the firm's experience. Specify experience in providing correctional health care. Describe experience with similar size county contracts and highlight evidence of achievements in this area. Specify experience relating to county correctional facilities in the State of Illinois and within the Midwest region. Provide any additional information that would distinguish your firm in its service to Will County.

X.9 Termination History

For the last ten years list all contracts terminated by the State or any county, lost in a proposal or rebid situation, or not renewed or contracts for which the company chose not to again compete. For each contract list a contact person and a telephone number. Please provide a narrative describing the reasons for not renewing or rebidding contracts. In addition, Bidder must specifically identify any contracts from which they asked to be relieved or any contracts that they have terminated, exercised an out clause, with or without cause or cancelled prior to the end of the contract have specified term. .

X.10 Business References

Provide at least five (5) business references from similar projects including name, addresses and telephone numbers. Business references shall be hospitals, provider groups, medical suppliers, pharmacies, laboratories and/or other similar subcontractors that shall attest to the Bidder's ability to pay invoices in a timely manner.

X.11 Leadership of Firm

- a. Discuss the leadership of your organization and highlight accomplishments of the individuals that shall provide direct oversight with this project.
- b. Include as applicable its history, leadership, executive and management staff, current (last 5 years) contract health service history, including names, addresses and telephone numbers to contact for references, special strengths or factors to be considered, and any other information the Bidder wishes to be considered in this section.
- c. A historical tracing of Bidder's existence shall be included. For example, if Bidder began as one type of entity and shifted to another, or changed its name, or merged with or acquired another organization, or is (or became) a subsidiary of a parent organization, that information, including dates must be provided.
- d. Identify your firm's professional staff members that will be involved in the project, the experience each possesses, and the location of the office from which they will work.
- e. Resumes or brief biography of professional staff members who may be involved in the County engagement must be included in this section.
- f. Companies shall include the resume of the regional manager who shall be working with Will County.
- g. Indicate where the regional manager will be based geographically and what other contractual responsibilities this person is accountable for.
- h. Indicate the anticipated frequency of on-site visits to WCADF and RVJDC by the regional manager.

X.12 ACCREDITATION EXPERIENCE

Provide an overview of experience with NCCHC and ACA experience. Include any experience with the Illinois Jail Standards and Juvenile Detention Standards, if appropriate, or if the Bidder has experience with state-based jail standards managed by a state's Department of Corrections. Specify facilities that the firm operates that are currently accredited by ACA or NCCHC. Indicate whether or not the firm or another company received the initial and/or subsequent accreditation of the facility. The WCADF has been re-accredited by NCCHC in FY 2012. It is the expectation that RVJDC will be re-accredited under the current contract.

Include the following information:

- a) Name of facility;
- b) Accrediting agency (e.g., ACA or NCCHC)
- c) Include dates of accreditation/re-accreditation.

X.13 CONTRACT AWARDS

List all contracts awarded within the past five years.

X.14 LITIGATION HISTORY

Provide a list of all litigation (medical civil rights claims and medical state tort malpractice claims) that the Bidder has or is currently involved in during the last five years. Include a narrative describing all cases that were settled and amounts of settlement in excess of \$20,000.

X.15 FINES, PAYBACKS OR PENALTIES

List all contracts in which Bidder experienced a loss of funds exceeding \$50,000 cumulative annually due to delays, penalties, staffing or other paybacks, damages, liquidated damages, and/or forfeiture of performance bond in whole or in part. Bidder shall explain details of fine or penalties in this section. Include staffing paybacks for hours NOT provided but contracted, including benefit hours.

X.16 FINANCIAL STATEMENTS

Provide audited financial statements for a three-year (3) period. If the Bidder is a wholly-owned subsidiary of another Bidder or Corporation, and does not possess financial statements, unaudited financial statements for the subsidiary for a three-year (3) period must be submitted as supplemental information to the Bidder's financial statements in order to meet this requirement. Audited financial statements shall be submitted to Will County annually during the term of this Contract. Care must be taken to ensure that the data submitted, except when otherwise indicated, is directly related to the Bidder as the involved entity. It shall not be data or financial statements of merged entities or of a parent Company unless the full financial data for the Bidder, itself, is clearly and separately indicated on the statements.

Provide a Dun and Bradstreet Rating, if applicable.

Please indicate whether the Bidder, its parent or predecessor, filed or has been in bankruptcy or creditor protection within the past five years.

Where there is a parent, Bidder shall indicate whether the parent Bidder will guarantee the subsidiary's debts.

Failure to provide requested financial data, history of experience, and references in a manner that directly relates to the Bidder and that allows for the evaluation solely of its experience, credibility and financial stability, may result in disqualification.

X.17 ADVERSE MEDIA COVERAGE

Bidder shall discuss all articles of adverse media coverage, which have involved their firm, within the past three years in the appendix of this submission. Clarifying information may be provided with the adverse media coverage, including the articles referenced.

X.18 EVALUATION COMMITTEE

The Sheriff and the Chief Judge of 12th Judicial Circuit reserve the right to appoint one or more Evaluation Committees to complete the Evaluation recommendations and to make a recommendation for selection of the final candidates for the oral presentation(s) and for the final candidate, based upon the criteria identified above. Will County reserves the right to separate the price from the program criteria and may evaluate the elements separately or together, as the price

is not the sole determining factor in the selection of the Successful Bidder for the contract award according to the purchasing rules of Will County. The Committee(s) make-up may include representatives from the WCADF, the RVJDC, may include the Contract Monitor, the RFP consultant, purchasing representatives, fiscal staff, security and support management staff and others as designated by the Sheriff and Chief Judge of 12th Judicial Circuit, who are best positions to make an informed decision and recommendation as to the outcome most advantageous to Will County. The Sheriff and Chief Judge of 12th Judicial Circuit then follow the purchasing guidelines through the process of selection to contract negotiation, award, and transition.

XI SCOPE OF SERVICES

XI.1 STATEMENT OF WORK

The Bidder is to establish a program for the provision of comprehensive health care services for WCADF and RVJDC. The program is to meet constitutional and community standards of health care and, at a minimum, meet the Standards of the National Commission on Correctional Health Care; American Correctional Association, Illinois Department of Corrections Jail and Juvenile Standards, and County Jail Standards.

XI.2 DESCRIPTION OF THE FACILITY AND CHARACTERISTICS OF THE POPULATION

The WCADF is located at 95 South Chicago Street, Joliet, IL 60436. The design capacity is 850 inmates the average daily population is approximately 850+. There are approximately 100 females. The WCADF is a direct supervision jail.

There is an attachment that describes the WCADF Facility Capacity, which includes A, B, C, D, E, F Pods, G, H, I J, K L, Pods N Dorms 1 and 2, a Medical Housing Unit (NOT an infirmary but adjacent to the Health Care Unit) and W Pod for an approximate daily count of 850+, with an operating capacity of 900+. Day room areas are located within each pod and exercise areas are adjacent to the pods.

The number of bookings for July, 2011 through July 2012 was approximately 10,848 inmates per year. For May of 2012 there were 860 bookings, for June, 2012, 891 bookings, and July, 2012, there were 921 bookings. The population is expected to increase to approximately 900 and possibly as high as 950+ in 2015.

The intake area consists of 9 intake cells and one holding cell for females.

Presently, there are no Federal Marshal inmates included in the WCADF population. There are no Federal Marshal detainees in the RVJDC at this time. If however there is a Federal Marshal adult inmate/juvenile detainee the Bidder will be responsible for obtaining proper authorization for off-site services.

The WCADF also has an arrangement with a transport service and on occasion other Counties to house inmates. These inmates are generally held overnight. The Bidder shall be responsible for all medical care for these inmates. Historically, there have been no off-site services associated with this population. Should off-site care become necessary it will be billed back to the original County.

The RVJDC is located approximately 10 miles away from the WCADF at 3200 West McDonough Road Joliet IL. The facility has a capacity for 102 detainees and presently has a daily population of approximately 50 residents. The average length of stay is 23 days.

XI.3 MEDICAL AREA

The health services unit at the WCADF consists of a nurse's station, a medication room, a medical records area, and two administrative offices. Separately located on the same floor are two examination rooms, a one-chair dental operatory, and an inmate waiting room. An additional medication room is located adjacent to the inmate worker dorm. There is a 47-bed medical housing unit (NOT an infirmary setting but located adjacent to the medical clinic setting for proximity). There are at least two negative air pressure rooms.

The Medical Clinic area at the WCADF has 4 exam rooms and 1 interview room. The medical housing unit area has 1 exam room equipped and 1 interview room.

The RVJDC medical unit has one exam room, a physician/mental health office/interview room, a medication room, a nurse's station and a waiting area. There are four negative air pressure rooms.

XI.4 PROGRAM DESCRIPTION

Stated below are features of the program. Said inclusion is not meant to indicate any limitations on the program, but is intended to provide a description of some of the more salient components of the program.

XI.5 RECEIVING SCREENING

The WCADF and RVJDC are not responsible for injuries sustained prior to booking. Medical staff is required to evaluate illness and injuries prior to actual booking into the facility and may reject an individual for medical reasons, i.e. may refer the individual to the local emergency department for medical clearance prior to acceptance into the facility for booking. Injured individuals must be cleared medically prior to acceptance for booking. Once the inmate/juvenile has been accepted for booking, he/she will be the fiscal responsibility of the Bidder.

The WCADF provides Medical Services upon intake through Central Booking. The intake Medical Services must be performed by an individual who is at least an LPN.

The finding of the preliminary screening and evaluation must be recorded on a form or electronic format approved by Will County and entered into the inmate's medical record, which shall be within an electronic medical record. Appropriate disposition based upon the findings of the receiving screening shall occur and be documented. Nursing staff shall be expected to review the findings of the receiving screening on a daily basis. Verification of medication shall occur as part of the inmate intake process. Any adult inmate or juvenile detainee who presents at the facility with a verifiable and active prescription will have the medication or a therapeutic substitution or equivalent continued under physician order and supervision until the medication or another medical intervention is initiated.

At RVJDC, new intakes are brought to the medical unit for evaluation, including the administration of the receiving screening questionnaire and intake exam. The intake evaluation shall be completed by nursing personnel within one hour of the detainee being booked into the facility. Any detainee presenting under the influence of alcohol or drugs must be medically cleared at an off-site hospital prior to being accepted at the RVJDC.

An explanation of procedures for accessing medical and dental services shall be provided to adult inmates and juvenile detainees orally and in writing upon their arrival to the facilities. English and Spanish are the most prominent languages spoken at the facility. An interpreter service, which includes American Sign Language (ASL) for deaf or hearing impaired inmates, or language line are required to be provided by the Successful Bidder for adult inmates/juvenile detainees that do not speak English.

XI.6 SUICIDE PREVENTION SCREENING GUIDELINES

A suicide assessment questionnaire must be completed by health care staff on all adult inmates/juvenile detainees during the intake evaluation. Inmates/detainees exhibiting abnormal behavior, based on the questionnaire, must be referred to a mental health professional.

NOTE: Will County Sheriff's Department and the Chief Judge of 12th Judicial Circuit and the Will County Health Department, Behavioral Health Programs Division, maintain a working relationship for the delivery of behavioral health services at the WCADF and the RVJDC. The Successful Bidder shall work collaboratively with the Will County Health Department mental health staff, which includes the following

For the River Valley Juvenile Detention Center:

- Psychiatrist = 8 hours per week
- Psychologist = 40 hours per week

For the Will County Adult Detention Facility:

- Psychiatrist = 15 hours per week
- Two master's level mental health professionals, EACH for 40 hours per week for a total of 80 hours.

Mental health services include access to the respective computer networks in order to facilitate the necessary exchange of medical records and communications to ensure continuity of patient care as authorized by Section 740 ILCS 110/9.2.

Will County participates voluntarily in the Department of Human Services, Division of Mental Health, Jail Data Link project, whereby information regarding discharging inmates and their ongoing mental health needs and services is entered into a database, which is accessible by clinicians in community-based mental health organizations for the purposes of continuity of care. The project is useful to alert WCADF staff of when an inmate is admitted who has previously received community based mental health services from an organization and what services have been delivered to the individual. Previous treatment records are included and may consist of diagnoses, prior suicide attempts, allergies, medical conditions, prescription medications including psychotropic's, etc.

Mental health services through the Will County Health Department, Behavioral Health Program include behavioral health assessments, segregation rounds, contact with security staff, prescribing of psychotropic medications, patient education, medication monitoring, discharge planning and coordination of care for release, and participation in peer review and CQI activities.

The Successful Bidder shall enter into a Memorandum of Understanding with the Will County Health Department to facilitate collaboration in the delivery of mental health services to the WCADF and RVJDC populations.

The WCADF and RVJDC enjoy a strong and ongoing collaborative working relationship with the Will County Health Department for the delivery of mental health services. Should the Health Department lose funding for such services or these services somehow be interrupted, the WCADF and RVJDC reserve the right to negotiate with the Successful Bidder for the addition of any necessary mental health services, which may become necessary as a result. Although such a change is not anticipated, Will County reserves the right to negotiate with the Successful Bidder for any changes in services to the contract agreement for the addition or deletion of services, up to and including the addition of mental health services, should these become necessary. If some services are added to the contract, it is the expectation of Will

County that the cost of the services would be based on the actual cost of the services themselves, including simply direct salary, benefits and recruiting costs, without the additional costs of profit or add-ons, which are considered to be covered in the overall contract base at a sufficient level.

XI.7 DETOXIFICATION

The Successful Bidder shall be responsible for the detoxification of adult inmates and juvenile detainees withdrawing from drugs or alcohol. Nurses shall be expected to record vital signs, state of consciousness, speech pattern, nausea, vomiting, anxiety, weakness, restlessness, sweating, shakiness, and muscle twitching on a flow chart. Physicians shall be contacted to obtain patient-specific detoxification orders. Standard orders for detoxification are prohibited according to NCCHC standards. Adult inmates or juvenile detainees experiencing severe detoxification (overdose) DT's, or withdrawal shall be transferred to a licensed acute care facility for clearance or medical management. Nursing staff shall immediately notify a physician or midlevel provider of adult inmates or juvenile Detainees requiring acute medical detoxification.

XI.8 HEALTH APPRAISAL

A health appraisal shall be completed by a RN (appropriately trained and authorized by the physician), mid-level practitioner or physician for each inmate within fourteen (14) days after arrival at the Adult Detention Facility. At RVJDC, juvenile health assessments shall be completed within seven (7) days after arrival at the facility.

The health appraisal shall include the following, according to NCCHC and ACA standards:

- Review of the receiving screening;
- Complete history and physical examination;
- Recording of vital signs – pulse, temperature, height, and weight;
- Mental health screening;
- Dental screening;
- Vision and hearing screening;
- Laboratory test including VDRL if indicated, and other diagnostic tests as clinically appropriate;
- Review of the results of the health appraisal by a physician;
- Initiation of therapy, when appropriate.

A Tuberculin skin test/PPD for Tuberculosis shall be conducted by the fourth day of admission in the adult facility and shall be conducted by the seventh day of stay at RVJDC. Immunization records of juveniles shall be obtained and updated as clinically indicated. Adult inmates and juvenile detainees shall be given Tetanus, Hepatitis A and B and Flu vaccines when indicated.

The Successful Bidder is encouraged to apply for grants for Gonorrhea and Chlamydia testing for the juvenile detainees at the RVJDC and to participate in the State Vaccine Program. The Successful Bidder shall be responsible for the maintenance of all statistics relating to these programs.

Documented evidence of a health examination within the prior six months prior to the current incarceration shall be sufficient to satisfy the health appraisal requirement. If the health assessment is completed by an RN or midlevel practitioner, it is to be reviewed, initialed and dated by a physician.

XI.9 PERIODIC HEALTH APPRAISALS

The Successful Bidder shall conduct annual physicals on all adult inmates/juvenile detainees that have been incarcerated at the facility for over one year as required by national standards. A protocol or narrative defining the extent of the health assessment shall be discussed or included with this section. At a minimum, an annual PPD or chest x-ray if prior PPD positive shall be performed on all adult inmates/juvenile detainees whose incarceration exceeds 365 days. A log shall be maintained of annual PPD's and their results.

XI.10 SICK CALL

The Successful Bidder shall conduct sick call according to NCCHC and ACA standards for jail and juvenile facilities. The sick call clinics shall be conducted by an RN, mid-level practitioner or physician, according to standard requirements and the size of the population. All adult inmates and juvenile detainees are to be seen at sick call (not triage) within 24 hours (72 hours for weekends or holidays) of their submission of a request for health services. Referrals to physicians or mid-level practitioners shall occur within 7 days of the adult inmate/juvenile detainee's initial sick call request. Adult inmates/juvenile detainees may submit sick call requests in designated sick call boxes or hand the request to a nurse. Health care encounters shall be conducted in a setting which respects the privacy of the adult inmate/juvenile detainee.

XI.11 SICK CALL/SEGREGATION UNIT

Daily sick call, according to NCCHC and ACA standards shall be conducted in the segregation units with assessments to be done by the nursing staff and appropriate follow-up care to be provided. Segregation rounds shall be conducted a minimum of three times per week with checks recorded on a cell card or segregation log. Will County Mental Health Department staff shall be required to make rounds in the segregation unit on a weekly basis. At the RVJDC, Will County Mental Health Department staff shall be required to make rounds daily in the segregation areas.

XI.12 PATIENT REFERRALS

Referrals shall be scheduled to primary care physicians according to clinical priority. A physician shall see non-urgent sick call requests within seven (7) days from the adult inmate/juvenile detainee's original request.

XI.13 HOSPITAL CARE

The Successful Bidder shall obtain routine outpatient/inpatient services from local community hospitals to meet the health care requirements of the adult inmate/juvenile detainee. When outside hospitalization is required, the Successful Bidder shall coordinate with the security staff in arranging transportation and correctional officer/juvenile detention specialist coverage. The Successful Bidder is responsible for utilization review to include pre-approvals, case management, and discharge planning.

Provena St Joseph's Medical Center, Silver Cross and Hartgrove Hospitals currently provide emergency room, medical and mental health hospital services and all specialty services. There is a state statute in Illinois that hospitals cannot charge more than the Medicaid rate. Successful Bidders are required to review the medical bills and ensure the proper application of this statute in all off-site billing. There are no secure units at any of the medical hospitals. Will County has no information on hospital rates. Statistics regarding service utilization are appended to this proposal.

The Sheriff and Chief Judge of 12th Judicial Circuit require that the Medicaid rates established by the Successful Bidder also be made available to the Sheriff and Chief Judge of 12th Judicial Circuit for those adult inmates/juvenile detainees whose charges exceed the established catastrophic limit. This provision should be included in any contract language that the Successful Bidder has with the Hospital.

According to the Public Health Act 094-0494 Section 17 enacted on August 8, 2005

The County Board of a County may adopt an ordinance or resolution providing for reimbursement for the cost of medical services at the Department of Public Aid's rate for medical assistance. To the extent that such person is reasonably able to pay for such care, including reimbursement from any insurance program or from other medical benefit programs available to such person, he or she shall reimburse the County or arresting authority. If such a person has already been determined eligible for medical assistance under the Illinois Public Aid Code at the time that the person is initially detained pending trial, the cost of such services to the extent that such cost exceeds \$500 shall be reimbursed by the Department of Public Aid under that code. A reimbursement under any public or private program shall be paid to the County or the arresting authority to the same extent as would have been obtained in the free world had the services been rendered in a non-custodial environment.

....all such fees collected shall be deposited to the County in a fund to be established and known as the Arrestee's Medical Costs Fund. Moneys of the Fund shall be used for reimbursement of costs for medical expenses relating to the arrestee while he or she is in the custody of the Sheriff and administration of the Fund.

The Successful Bidder shall establish a system for both the RVJDC and WCADF to bill insurance carriers for adult inmates or juvenile detainees that are eligible for insurance or medical assistance. Such funds will be returned to Will County and will not be included in the catastrophic CAP aggregate.

XI.14 SPECIALTY CARE AND REFERRALS Successful Bidder shall make referral arrangements with medical specialists for the treatment of those adult inmates/juvenile detainees with health care problems, which may extend beyond the primary care services provided on-site. All outside specialty medical or dental (such as oral surgery or periodontal care) referrals shall be coordinated with the Sheriff for security arrangements.

Successful Bidders shall operate on-site specialty clinics at the Jail as much as possible given the volume of care. Bidder shall identify in their staffing plan specialty clinics to be conducted on-site as justified by the clinical workload and availability of community specialty medical and dental providers. Currently, there are no clinics provided on-site. Clinics that are desirable include orthopedics and obstetrics/pre-natal care, gynecology and oral surgery.

The Successful Bidder shall be responsible for all supplies used or ordered by the specialist, including recommended prosthetics, braces, special prosthetic or orthotic shoes **or any shoes ordered by the medical provider**, glasses (contact lenses are not authorized unless glasses are not effective to provide for corrected vision), dentures and partials (if clinically necessary to provide for sufficient mastication to ensure the ability to chew to eat, to provide for appropriate nutrition), hearing aids, orthopedic devices, etc. The Bidder shall establish policies and procedures for the provision of prosthetics, regarding frequency and eligibility etc.

All specialists shall be Board Certified or eligible in their respective specialty. Any utilization review process developed by the Bidder for approval of outside consultations or inpatient care shall be completed within five (5) business days of the ordering physician's request. If the Utilization Review or Management process takes longer than the 5-day period, then the service should be scheduled and provided as ordered. If services are NOT authorized, then an alternative treatment plan must be determined and followed, according to the provider's treatment plan. The Contract Monitor shall review off-site referrals for specialty care and the Successful Bidder's Utilization Management process as well as the concurrent review of hospitalizations and retrospective review of hospitalizations to ensure compliance of the Successful Bidder with the terms of the contract.

The Successful Bidder shall develop protocols for pre-natal care, according to accepted pre-natal guidelines.

Prenatal care shall include:

- Routine urine testing for proteins and ketones;
- Vital signs and weight
- Assessment of fundal height and heart tone;
- Dietary-ordered meals and supplements as indicated;
- Pre-natal vitamins and/or any other necessary medications as clinically indicated;
- Observation for signs of toxemia.

At any given time, there are approximately 2-3 pregnant women and /or juveniles included in the WCADF population and at RVJDC.

Post partum care shall be provided in accordance with the specialist's recommendations.

XI.15 CHRONIC CARE PATIENTS

The Successful Bidder shall develop and implement a program for chronic care adult inmates/juvenile detainees, involving both physicians and RN's. The chronic care provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, patient education and instruction for self-care, diagnostic testing, discharge planning, and medication follow-up and aftercare planning upon release. Chronic care patients shall be provided a review by a physician minimally every three months or more often, based upon clinical impression and treatment plan. RN's may provide patient education to supplement the chronic care management plan. Chronic care shall include medical conditions such as diabetes, asthma, epilepsy, hypertension and cardiac disease as well as mental health conditions and infectious disease conditions including HIV and Hepatitis management. It is recommended that the Successful Bidder utilize flow sheets to document chronic care programs for elements such as the monitoring of blood pressure, peak flow, Hemoglobin A1c, other lab levels as indicated, girth and weights, CD4 counts, viral loads, and other critical indicators, for ease of monitoring and review by the physician at the time of the chronic care encounter. The Successful Bidder shall utilize established clinical guidelines for chronic care and mental illness. Included in the clinical guidelines shall be a guideline for juvenile and adult attention deficit and hyperactivity disorder treatment and management, including prescribing of stimulants or alternative medications.

XI.16 HIV/STD TESTING AND CARE

HIV testing shall be performed on the request of the adult inmate/juvenile detainee and with the concurrence of the physician. All confidentiality laws required by the State of Illinois shall be adhered to. In FY 2012 there has been an average of one inmate per month that has been receiving HIV medications at the WCADF and no juvenile detainees at RVJDC. STD testing shall

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be completed on all juveniles in accordance with the Illinois Department of Public Health regulations.

NOTE: The Successful Bidder will work collaboratively with the Will County Health Department, which provides additional on-site services. The Will County Health Department provides a Public Health Promotion Specialist from the Family Health Services Division of the Health Department to perform the following supplemental functions:

- HIV Testing
- Risk Reduction Counseling
- Group Prevention and Support
- HIV/STD Group Education
- Information Packets to be provided at Discharge from the Facilities

XI.17 EMERGENCY CARE

The Successful Bidder shall provide emergency medical services on-site 24 hours per day, seven days per week. Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community urgent-center and hospital resources. The Successful Bidder shall be responsible for all emergency transportation including ambulance services. Successful Bidder shall be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of Will County who become ill or are injured while on the premises. Treatment shall consist of stabilization and referral to a personal physician (in the event of visitors or staff) or local hospital. The Medical Director and health administrator shall be on-call 24 hours per day or make alternative arrangements for back-up. Emergency calls made to the health administrator or physician shall be returned within 30 minutes of the call being placed. Calls that are responded to later than the 30-minute time period will be assessed a penalty of \$100 per occurrence. (Successful Bidder shall be responsible for the cost of all cell phones and/or pagers for the physician providers and health administrator that are on-call).

Adult Inmates/juvenile detainees returning from outside hospital admissions or clinic visits are to be seen by the MD/PA/NP staff immediately upon return to the facility and prior to disposition within the facility, including documentation of the provider encounter. The examination and all follow-up orders must be documented in the adult inmate/juvenile detainee medical record.

The physician shall be on-call to return to the facility for minor complaints that might require off-site services such as sutures, minor dislocation of a joint, casting of a non-displaced break, etc. There shall be no additional charges made by the Successful Bidder or the physician for these services, i.e. these return to the facility shall NOT be charged to off-site care and shall be considered within the base proposal for purposes of pricing, within the physician salary/hourly rate component.

XI.18 DENTAL CARE

The Successful Bidder shall provide the following dental services:

- Dental screening within fourteen (14) days of booking;
- For the WCJDF, an oral exam is to be conducted within 7 days of admission; a dental exam by an Illinois-licensed dentist is required within 60 days of admission;
- Dental treatment which includes restorative treatment such as fillings, and extractions provided upon clinical indications (the Successful Bidder shall not provide ONLY extractions)
- Prevention of dental disease and oral hygiene education;
- Referral to a dental specialist if needed such as an oral surgeon, orthodontist, or

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- periodontist;
- Provision for emergency care;
- Provision of all dental prosthetics, including removable partials and full dentures if the inmate is unable to masticate sufficiently to eat, and dental lab services; and
- Provision of maxillofacial oral surgery services when indicated.

There is an on-site dental operatory at the WCADF. There is no on-site dental service provided at the RVJDC. The Successful Bidder will be responsible for the cost of maintenance of existing equipment, additional or replacement dental equipment. The Successful Bidder is required to perform 60-day dental examinations on youth at RVJDC.

NOTE: If an adult inmate or juvenile detainee enters either facility with orthodontic appliances in place, it is the Successful Bidder's responsibility to maintain the orthodontic appliances during confinement. If it is clinically necessary, the adult inmate or juvenile detainee will be returned to the orthodontist that applied the orthodonture for indicated treatment during incarceration, on a case-by-case basis, approved by the Sheriff or Chief Judge of 12th Judicial Circuit, with transportation arrangements made through the Warden or Superintendent.

XI.19 ANCILLARY SERVICES

The Successful Bidder shall utilize on-site facility staff to provide ancillary services to their fullest extent and shall be responsible for the cost of all on-site and off-site laboratory, x-ray, and other diagnostic services as required and indicated. Point-of-care lab services, as waived or intermediate level by CLIA, which may be performed by trained nursing personnel, will be provided by the Successful Bidder, as approved through the CLIA process to improve the provider response time and practice ability. The Successful Bidder shall be responsible for regular phlebotomy, x-ray, and EKG services including the availability of immediate cardiology over-read services. Will County currently utilizes a mobile firm for radiology services. X-ray services shall include radiology reading/reporting for films within 24 hours with report availability and immediate response time for abnormal results reporting as read. The current laboratory is LabCorp. The Successful Bidder shall be responsible to obtain all CLIA waivers and licenses and x-ray inspections of dental and x-ray equipment. Suburban Mobile currently provides radiology services to the WCADF and the RVJDC. Ancillary services **shall not be** included in the aggregate catastrophic limits.

Phlebotomy services will occur on-site. A physician shall review all laboratory results on his next scheduled visit to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results and shall include physician sign-off for results reporting. The physician on-call shall be notified immediately of all STAT reports and abnormal laboratory results. A modem printer will be provided for the printing of the lab results of routine and STAT testing at the WCADF. At the RVJDC faxes will be sent to a secured fax machine or a printer will be provided by Successful Bidder for reporting of results.

All routine x-rays shall be provided on-site at the facility by utilizing mobile x-ray services except for those performed by Will County Health Department. X-rays shall be read by a Board certified radiologist and taken by a registered radiologic technician. The Successful Bidder shall ensure that results are reported to the institution within twenty-four hours.

EKG examination will be provided on-site with a computerized phonogram and include cardiology over-read services as a component of the contract service. All supplies and charges will be borne by the Successful Bidder. EKG services are not required to be provided at RVJDC although the Successful Bidder may provide said services at his option.

XI.20 THERAPEUTIC DIET PROGRAM AND CLEARANCE FOR FOOD SERVICE WORKERS

The Successful Bidder shall monitor and make recommendations for adult inmates/juvenile detainees with regard to therapeutic diets including pre-natal diets, diabetic diets, renal diets for inmates on hemodialysis, when applicable, and others such as low salt, low cholesterol, low fat, etc, as indicated. When ordering therapeutic diets, the physician or midlevel practitioner shall coordinate with the registered and licensed dietitian maintained by the food service system to ensure the continuity of care for those patients who require modified diets for medical and chronic care maintenance.

The Successful Bidder shall be required to medically clear inmate food service workers in accordance with Illinois State standards and statutes. The Successful Bidder shall provide adequate training to food service staff in the daily monitoring of food service staff and workers for communicable disease which may be cause for concern in a food service setting.

XI.21 PHARMACY SERVICES

Currently, health staff obtains medications from a sub-contractual pharmacy. Prescriptions are provided in blister pack, 30-day packaging. There is not a keep-on-person (KOP) medication policy at the county jail for prescription medications in general. Therefore, almost all medications are administered on a dose-by-dose basis by nursing staff (primarily by LPN personnel). Medications limited to inhalers, nitroglycerin tablets, and topical medications and ointments may be provided directly to the inmate as KOP. LPN staff currently administer all medications at the WCADF and LPN's/RN's administer medications at the RVJDC.

The Successful Bidder shall provide pharmaceutical services for prescription and non-prescription medications/over-the-counter (OTC) and all intravenous solutions ordered by the physicians, mid-level practitioners, and dentists. Pharmaceuticals shall be available within eight hours of the order being written.

The Successful Bidder shall make provisions for on-site delivery **seven** days per week, on-site STAT dose capability for emergencies, and an emergency drug kit with a limited supply of medications, which are spelled out in advance, by the name of the drug and the quantity available, with a perpetual inventory, and approved by the pharmacy and the Medical Director. Successful Bidder shall provide, furnish, and supply pharmaceuticals **including psychotropic medications** to the Institution using a "modified unit dose method of packaging" which is properly labeled. A blister pack method of packaging meets the modified unit dose method of packaging description. Unit of Use is the preferred method of packaging for reuse of medications and return of drugs. If emergency medication is ordered and it is not available from the starter dose kit or emergency supply, arrangements shall be made with a local pharmacy in Will County to fill these prescriptions. The Successful Bidder shall establish a contract with a local pharmacy for emergency medication availability for these situations. The pharmacy may be the local hospital or a local pharmacy such as a retail pharmacy, depending upon the hours of operation.

The Successful Bidder shall maintain a starter dose of medications, which if not readily available could compromise the adult inmate/juvenile detainee's health status. The Successful Bidder may maintain on hand a starter dose of medications that are ordered frequently; however, this list of medications must be approved by both the pharmacy provider and the Medical Director, and must be in compliance with Illinois law. The facility nursing staff shall maintain a perpetual inventory, accurate records and have total accountability for these medications.

The Successful Bidder shall provide routine consultations regarding all phases of the institution's pharmacy operation. The Successful Bidder shall provide oversight of the pharmacy operation with a minimum of quarterly documented pharmacy consultant visits and written reviews by a

registered pharmacist. These reviews shall include any corrective action and follow-up necessary and shall be documented from one visit to the next to ensure that preventive measures are taken.

The Successful Bidder shall develop a restricted therapeutic formulary with advice from Will County representatives and the contract monitor. The formulary shall include a non-formulary process to ensure that providers have a mechanism to access medications, which they feel are therapeutically essential to the patient, but which are restricted from the base formulary. The response time to the non-formulary request, by the Successful Bidder's Medical Director, shall be a reasonable time frame, not to exceed 24 hours on weekdays or 72 hours on weekends or holidays. The Successful Bidder shall conduct quarterly pharmacy and therapeutic (P&T) committee meetings. The Contract Monitor shall review all non-formulary requests and minutes of the P&T Committee meetings for compliance with the formulary and process to ensure access to medications as appropriate and timeliness of medication availability.

The Successful Bidder shall include an electronic medication administration record to include all information contained on the prescription label and the name of the practitioner who prescribed the medication. Documentation shall also be provided when a medication was ordered and not given and the reason the medication was not given. The pharmacy utilized will have pre-printed MARS each month with labels to be added for additional medications ordered. An electronic ordering system is necessary and shall be phased-in if not immediately available at the WCADF and is desirable for the RVJDC.

Psychotropic medication will be used where appropriate to treat mental illness. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist. All inmates placed on psychotropic drug therapy will be seen within one (1) week by the psychiatrist. Due to the short length of stay for the juvenile population, psychotropic medications shall not be changed upon admission without significant clinical justification.

The psychiatrist will review the inmate's medical record to determine which other medications the patient has been receiving prior to prescription of additional medications of a psychotropic medication nature.

Prior to the prescription of psychotropic medication, inmates/juveniles will be informed by a member of the mental health staff, preferably directly by the prescribing psychiatrist, about the risks and benefits of taking such medication, in accordance with applicable standards of care, which should include the signature indicating consent. All female inmates/juveniles will be so informed by a member of the mental health staff, preferably directly by the prescribing psychiatrist, about the risks of taking such medication while pregnant. A pregnancy test will be provided prior to the prescription of psychotropic medication to female inmates wishing such a test, if such a test has not already been provided at intake. Parental Consent shall be obtained prior to the prescription of any new psychotropic medication to a minor patient in accordance with Illinois law.

All patients placed on medication will be evaluated for necessary side effects (AIMS) and blood level monitoring for signs of toxicity and other blood testing as clinically indicated. Blood pressure will be regularly checked, and other medical indicators such as cholesterol, weight, etc., and drug levels monitored where appropriate with documentation of this information to be placed routinely in the inmate's medical record.

Juveniles that are discharged shall be provided with a minimum of three-day supply (30-day supply preferred) or prescription for continuation of psychotropic, chronic care or infectious disease medications.

Approximately 30% of the adult population is on psychotropic medications.

XI.22 MENTAL HEALTH PROGRAM MANAGEMENT PLAN

Bidders shall provide a description of the collaborative plan with the Will County Health Department to provide mental health services for both the WCADF and the RVJDC. The mental health program shall be in compliance with ACA, NCCHC Illinois Jail and Juvenile Detention Standards. RVJDC also has a Mental Health Service Unit, including Social Worker, on site that is managed by that facility, which coordinates their efforts with both Successful Bidder and Will County Health Department.

XI.23 CONSENT FOR MEDICAL/ MENTAL HEALTH TREATMENT

The Successful Bidder shall provide informed consent according to the jurisdiction of Will County and the State of Illinois. The language on the consent must be comprehensible by the adult inmates/juvenile detainees. In the case of minors, the informed consent of a parent, guardian or legal custodian applies when required by law; however, the Superintendent is authorized to allow consent. When health care is rendered against a patient's will, it must be in conformance with state and federal laws and regulations. If care is refused, a refusal form is required. If there is concern regarding the decision making capability of the adult inmate/juvenile detainee an evaluation shall be done especially if the refusal is for a critical or emergency care. Individuals designated by the adult inmate/juvenile detainee shall be notified in the case of serious illness, injury or death unless security reasons dictate otherwise. If possible, permission form notification is obtained from the inmate/youth.

XI.24 SUICIDE PREVENTION

The Successful Bidder's health staff may be required to participate in the administration of the jail's and juvenile detention center's suicide prevention plan. The Bidder's proposal shall include a description of the Bidder's approach and methodologies related to the identification and prevention of suicidal and other self-injurious behaviors and the cooperation of the health staff with the mental health staff and with the WCADF and RVJDC staff. The overall program for suicide prevention shall include:

- Identification
- Training
- Assessment
- Monitoring
- Housing
- Intervention
- Notification
- Reporting
- Review
- Critical Incident Debriefing

XI .25 MEDICATION EDUCATION

The Successful Bidder shall be required to provide medication education and information to adult inmates and juvenile detainees receiving psychotropic medications. Such educational services can include medication education groups, direct instruction by nursing staff, and distribution of printed literature, appropriate to the literacy level, age and language spoken of the patient population. The Bidder is required to provide a description of the proposed medication education program for offenders receiving medications for the treatment of mental disorders.

XI.26 MENTAL HEALTH SCREENING AND ASSESSMENT

Adult inmates and juvenile detainees entering the WCADF or RVJDC must be screened for mental illness at intake according to the standards set forth by the National Commission on Correctional Health Care (NCCHC). The Bidder must describe its proposed methods for conducting initial intake screens by nursing and follow-up mental health assessments/

referrals for newly admitted adult inmates and juvenile detainees. The description shall indicate the nursing personnel to administer the screenings and referrals for assessments by the Will County Health Department staff, the timeframes for completion, disposition of adult inmates/juvenile detainees with mental illness warranting treatment, and the documentation of testing instruments to be utilized.

Mental Health services shall involve a collaborative effort among the Successful Bidder, the Will County Health Department, Behavioral Health Program staff, and the staff of the facility and shall include: a mental health screening within fourteen (14) days of the adult inmates or juvenile detainees incarceration that addresses at a minimum:

- History of psychiatric treatment and outpatient treatment;
- Current psychotropic medication;
- Suicidal indication and history of suicidal behavior;
- Drug and alcohol usage;
- History of sex offenses;
- History of expressively violent behavior;
- History of victimization due to criminal violence;
- History of cerebral trauma or seizures;
- Emotional response to incarceration.

XI.27 MENTAL HEALTH REFERRAL PLAN

The Bidder must provide a description of the proposed mechanism for receiving and processing referrals of adult inmates/juvenile detainees for mental health services to the Will County Health Department, Behavioral Health Program staff. The description shall include documentation procedures and indicate the method for self-referral by adult inmates/juvenile detainees as well as referrals by medical, security, administrative staff, family members, lawyers or advocates of and for adult inmates and juvenile detainees.

When isolated for psychiatric purposes, adult inmates/juvenile detainees shall be examined by a physician or Health Department or Bidder-trained designee within twenty-four (24) hours after confinement; medical evaluation must support medical/mental health confinement of adult inmates or juvenile detainees based on imminent risk of physical danger to self or others. Medical/nursing services must continue to provide observation and follow-up care and treatment during the time that an adult inmate/juvenile detainee is held in medical confinement in accordance with the suicide prevention plan as approved by the medical and mental health authority, in conjunction with the NCCHC, ACA and Illinois Jail and Juvenile Detention Standards.

A physician, psychiatrist, mental health professional or qualified nursing designee after telephone consultation with the on-call physician, will be responsible for determining when an adult inmate or juvenile detainee shall be downgraded from constant observation status (or one-to-one observation by a Correctional Officer at the WCADF) to close observation for 10-minute observation status or sent or returned to general population, with documentation in the medical records regarding these decisions. All such decisions shall include documentation of consultation with the on-call physician by the delegated mental health or nursing designee.

XI.28 CRISIS MANAGEMENT PLAN

The Bidder must describe its plan and procedures for responding to mental health related emergencies, including the placement of adult inmates or juvenile detainees in close observation cells, observation of adult inmates or juvenile detainees in close observation

cells, and release of adult inmates or juvenile detainees from any special observation or watch status including close or constant observation. Due process shall be ensured prior to the transfer or placement of an adult inmate/ juvenile detainee in a non-correctional facility. Procedures for transfer shall conform with federal, state and local law. In emergency situations, a hearing shall be held as soon as possible after the transfer and shall in all cases comply with the requirements of Federal and State law.

XI.29 REPORTING REQUIREMENTS

The Successful Bidder will be required to collaborate with the Will County Health Department, Behavioral Health Program staff, to gather the appropriate statistics to submit a monthly statistical report to the Warden or Superintendent or their designee at the WCADF and RVJDC regarding the mental health program. The report shall include caseload statistics, staffing patterns, a summary of services rendered by service type, number of adult inmates/juvenile detainees on psychotropic medications, and statistics regarding suicidal and other self-injurious behaviors.

XI.30 THERAPEUTIC RESTRAINTS AND THERAPEUTIC SECLUSION

The Successful Bidder shall devise a policy, in cooperation with the mental health provider, for the use of restraints used for therapeutic reasons, which addresses the type of restraint used, when, where, how long and monitoring procedures. A physician or psychologist shall authorize use of restraints only as permitted by State law.

XI.31 FORENSIC INFORMATION

The Successful Bidder shall be prohibited from participating in the collection of forensic information, which includes:

- ◆ Performing psychological evaluations for adversarial proceedings such as fitness for trial, competency to proceed, or parole evaluations;
- ◆ Conducting body cavity searches or x-ray exams for contraband;
- ◆ Conducting lab tests for illicit drug use;
- ◆ Court ordered laboratory tests or radiology procedures without the adult inmate/juvenile detainee's consent.

XI .32 FORCED PSYCHOTROPIC MEDICATION

The Bidder shall develop policies for the use of forced psychotropic medications that are congruent with NCCHC/ACA standards. When administered the following conditions must be met:

- a) Administration is specified by a physician who delineates the duration of the therapy;
- b) Less restrictive intervention options have been exercised without success and documented;
- c) Details are specified regarding how, when, why and where the medication is to be administered;
- d) The adult inmate/juvenile detainee is monitored for adverse reactions and side effects;
- e) Treatment plans are prepared for less restrictive treatment alternatives as soon as possible.

XI .33 CHRONIC CARE MENTAL HEALTH PATIENTS

The Successful Bidder shall work collaboratively with the mental health provider to ensure that adult inmates/juvenile detainees with chronic mental health problems shall be seen by a social worker or a physician every thirty (30) days or sooner as their clinical condition dictates. Individual treatment plans shall be developed and updated as clinically indicated by the mental health provider.

XI.34 SEXUAL ASSAULT/PRISON RAPE ELIMINATION ACT (PREA)

The Successful Bidder shall work cooperatively with the Warden and the Superintendent at the WCADF and the WCADF, upon admission to screen for adult inmates and juvenile detainees at risk for sexual assault during incarceration.

Any adult inmate/juvenile detainee that is identified upon admission by nursing staff, as potentially at risk for sexual assault due to the various risk factors identified by PREA, will be referred to the Warden/Superintendent or designee for classification consideration as appropriate. Including, anyone with a significant history of victimization, physical or sexual abuse, or who is otherwise identified as having a trauma history. Such adult inmates/juvenile detainees shall be referred to a mental health professional for assessment as well.

All adult inmates/juvenile detainees identified at intake as high risk with a history of sexually assaultive or predatory behavior, whether by offense or prior behavior during confinement, shall be referred to and assessed by a mental health professional. Detainees with a history of sexually assaultive behavior shall be identified, monitored and counseled, which may include housing in a single cell environment if feasible.

During confinement, individuals who are identified as potential victims of sexual assault/who claim to have been assaulted during incarceration shall be referred, under appropriate security provisions, to an appropriate community agency for sexual assault treatment/trauma intervention, including mental health services, and gathering of specimen collection for criminal evidence. Provisions shall be made for testing for STD and for mental health counseling of the victim. A report shall be made to the facility administrator to assure separation of the victim from his/her alleged assailant and information shall be referred for possible criminal prosecution. All policies and procedures shall conform to the Prison Rape Elimination Act (PREA).

XI.35 DISCHARGE PLANNING AND CONTINUITY OF CARE

Will County Health Department, Behavioral Health Program, mental health staff shall coordinate referrals of mental health patients into community agencies upon their release from the jail and the Successful Bidder shall collaborate with the mental health provider regarding the continuity of care for all psychotropic medications. A 30-day supply is preferred and optimal, with a prescription of psychotropic medication to be sent with an adult inmate when they are released from WCADF. Juvenile detainees being released from RVJDC shall be referred to the care and custody of the parent or guardian with instructions for follow-up treatment and with relevant mental health information provided for continuity of care. If an adult inmate is being released from the WCADF and is in imminent risk of harm to self or others, the individual shall be transported to the local hospital emergency department by ambulance for evaluation for emergency involuntary civil commitment proceedings.

XI .36 MEDICAL UNIT

Medical observation at the WCADF shall be provided to include:

- Supervision of the medical observation housing unit by a registered nurse (RN) on a daily basis;
- Patients in the medical observation unit being within sight and sound of a registered nurse;
- A separate and complete medical record for each inmate in the medical observation housing unit;
- A manual of site specific nursing care procedures;
- Daily rounds and charting by a registered nurse on each shift and a physician or psychiatrist on a weekly basis for long term patients and at the next provider visit for newly admitted inmates or inmates with acute medical or mental health problems.

The medical housing unit at the WCADF consists of 20 beds, 6 double beds, 8 single beds including 2 negative pressure rooms

There is no infirmary or medical unit at the RVJDC.

XI.37 HEALTH EDUCATION OF INMATES/JUVENILES

The Bidder shall develop and describe an inmate/juvenile health education program, which includes formal and informal sessions, pamphlets, videos, etc.

XI.38 TRANSFER OF MEDICAL INFORMATION

All inmate/juvenile transfers received from other County agencies or transferred from the WCADF or RVJDC shall be screened by medical personnel for acute or chronic conditions, communicable diseases, mental status evaluation, and current medications within one hour of the transfer.

The Bidder shall develop a procedure for the transfer of pertinent medical information to emergency facilities and outside specialty consultants and for inmates/juveniles that are transferred to the State prisons or other detention institutions. Detailed summaries of medical and mental health care shall be sent to receiving jails, juvenile detention facilities and prisons when inmates/ juveniles are transferred to these institutions.

XI .39 MEDICAL RECORDS

Bidder shall be required to maintain an electronic medical record system. The current vendor has an Electronic Medical Record system in place, ERMA. The bidder must comply with one of the below options:

- 1) Enter into a contractual arrangement with the current vendor to continue using ERMA. This option will require that the bidder obtain and maintain a separate DSL line to the WCADF. The current vendor has a demographic interface to receive data from the WCADF Jail Management System (JMS). The bidder may discuss with interface with the current provider. Bidder will be responsible for all software and maintenance costs.
- 2) Bidder to provide their own software system housed at the WCADF. Bidder will be required to convert existing inmate data from ERMA into their system. The Will County Sheriff's Office will provide sufficient space in their server room for a maximum of two blade servers and SAN, for a local Electronic Medical Record system. Bidder will agree to abide by all Sheriff's Department IT policies with regard to security, virus protection, and control access.
- 3) Bidder to provide their own remote access software system. Bidder will be required to convert existing inmate data from ERMA into their system. Bidder agrees to abide by all Sheriff's Department IT policies with regard to security, virus protection, control access, and obtain a DSL for connectivity.

Bidder will provide and maintain all required computer hardware for their Electronic Medical Record system. This shall include, but not limited to, servers, workstations, printers, and scanners. Bidder will be responsible for all costs related to interfaces between the JMS and their Electronic Medical Record system.

Bidder will be required to populate the JMS with data designated by the WCADF administration as necessary to provide efficient and safe operation of the jail facility. Bidder shall agree to either have medical staff enter data into the JMS or implement an interface to populate data in the JMS. Examples include, but not limited to, special diets, security safety warnings, inmate clinic schedules, inmate hospital schedules, required screening forms. Bidder is responsible for all associated interface costs for their Electronic Records System as well as the JMS. The current vendor for the JMS is New World Systems.

Bidder recognizes and agrees that all inmate related data contained in the Electronic Medical Record System shall be the property of the Will County Sheriff's Office. Should this contract be terminate the data shall be made available to the Will County Sheriff's Office in a format acceptable by the Sheriff's IT staff. Further, the data shall be fully documented as to allow Sheriff's IT staff facilitates conversion to another system.

For the RVJDC, any development of an EMR, would be a stand-alone system due to the size, limited access to juvenile information due to the confidentiality restrictions and the upcoming changes in the Juvenile Management System currently in place.

Records shall ensure that accurate, comprehensible, legible, up-to-date medical information is maintained on each adult inmate/juvenile detainee under its care. Medical records shall be considered confidential. The Bidder shall ensure specific compliance with standards regarding confidentiality, informed consent, and access/disclosure. The Superintendent is authorized to provide consent for treatment for the juveniles. The Health Information Portability and Accountability Act (HIPAA) standards shall be adhered to with regard to privacy and confidentiality on a voluntary basis by the County. The health authority shall share with the Facility Administrator information regarding an inmate's/youth medical management on a "need-to-know" basis. Only information that is necessary to preserve the health and safety of an adult inmate, juvenile detainee, other inmates, or correctional staff shall be provided. Information provided to other correctional staff or classification staff shall only address the adult inmate's or juvenile detainee's needs as it relates to their "need to know" and shall now include specifics regarding diagnoses, etc.

Procedures shall be instituted for the receipt and filing/scanning into the electronic record of all outside consults, emergency room visits and inpatient hospitalizations from third parties. Third party records shall not be re-disclosed. A problem-oriented medical record system shall be utilized to document chart entries. Problem lists are expected to be completed by all staff. If progress notes written by providers are deemed to be illegible, the Bidder shall be responsible to provide a dictation service. For electronic entries, all providers must be authorized by the Bidder for chart entry, for the appropriate level of security and access.

A separate inpatient record (or a separate section in the patient's regular [ambulatory] record) is to be created upon an inmate's admission to the medical housing observation unit. The medical records are the property of Will County and remain the property of the County upon contract termination regardless of electronic record maintenance. The records are to be maintained on site, for a three- (3) year period and retained in accordance with the Records Retention and Disposition Schedule, as provided by State Statute. Off-site storage will be the fiscal and operational responsibility of the Bidder.

In the event of the transition of Bidder's, the successor shall ensure the continuity of patient care in the transition through an electronic transition of medical records.

The results of TB skin testing shall be read and documented on a daily basis.

If any adult inmate/juvenile detainee medical record cannot be located within forty-eight (48) hours of the discovered loss, a duplicate record shall be immediately generated. All medical records shall be merged in the event of multiple records for any single individual due to consecutive or multiple admissions or use of aliases. Any clearance information that cannot be determined shall be repeated. Upon location of the missing record and after a duplicate file has been created, the two (2) files shall be joined/electronically merged to form one electronic file.

XI .40 INFECTIOUS WASTE DISPOSAL

The Successful Bidder shall make provision for collection, storage, and removal of biomedical waste and sharps containers in accordance with State and Federal rules and regulations. The Successful Bidder shall be responsible for the cost of removal and disposal of all biohazard waste, including all necessary supplies. Until such time as biomedical waste is removed from the facility, the Successful Bidder is responsible for the proper and secure storage of the waste in a proper area to prevent cross-contamination or access by unauthorized personnel or adult inmates/juvenile detainees.

XI.41 SUPPLIES AND EQUIPMENT

The Successful Bidder is responsible for the cost of all additional supplies and equipment needed to provide health care. The Successful Bidder may make a visual inspection during the tour. The Successful Bidder shall be responsible for the repair or maintenance of existing medical and dental equipment. The Successful Bidder is responsible for obtaining all certifications and inspections required on the equipment. The Successful Bidder may install (subject to written authorization from Will County) any new equipment it deems necessary. The Successful Bidder shall consult with Will County regarding the disposition of any County owned equipment. Any equipment installed may be taken by the Successful Bidder within 30 days of the expiration of the contract unless Will County agrees to the purchase of the equipment through the use of funds authorized through the CAP. If the contract is terminated for cause, then the equipment shall remain in place until the medical unit is operational by another vendor or Will County for a term not to exceed ninety (90) days.

File cabinets, desks, chairs etc. that are currently on-site will remain in the medical unit. Those items will remain the property of the Sheriff and Chief Judge of 12th Judicial Circuit at the termination of the contract. The Successful Bidder is responsible for all fax, computers, printers and other office equipment that it deems necessary to fulfill the terms of this contract. Equipment purchased by the Successful Bidder shall remain the property of the Successful Bidder.

All medical supplies remaining may be used or consumed by the Successful Bidder without obligation or cost. The Successful Bidder shall be responsible for procuring and stocking all medical, laboratory and pharmaceutical supplies for the routine and specialty care of all adult inmates and juvenile detainees. All remaining supplies shall be converted to County inventory at the termination of the contract. At the termination of the contract, the Bidder shall ensure that at least a 30-day supply of medical, lab, first-aid, office supplies, and pharmacy supplies remains on-site to ensure continuity of care during the transition of services. The Successful Bidder shall be responsible for all telephone, fax lines and photocopying fees and machines relating to its ability to perform services in this proposal.

The Successful Bidder shall be responsible to provide, stock and check first aid kits on a monthly basis. The number and location of the kits will be mutually agreed upon between the Successful Bidder and each administrator of each facility.

XI.42 INSTITUTIONAL RESPONSIBILITIES

Will County shall provide the Successful Bidder with office space, examination rooms, and utilities, except for long-distance phone services (which shall be credit card or billed by the Successful Bidder) to enable the Successful Bidder to perform its obligations and duties under the contract. The Successful Bidder shall be responsible for special line charges relating to facsimile equipment or provisions for the installation of computers such as T1 lines or other specialized services or videoconferencing equipment, etc.

Will County shall provide security staff for off-site supervision and transportation of adult inmates/juvenile detainees for medical services. Will County shall provide security services in the clinic for medical personnel. Will County shall provide housekeeping and cleaning supplies, and laundry services.

XI .43 DISASTER PLAN

The Successful Bidder shall develop procedures for a disaster plan in the event of a man-made or natural disaster. It shall be coordinated with the security plan and incorporated into the institution's overall emergency plan and made known to all relevant Successful Bidder and County personnel. Review of the health aspects of the disaster plan shall be part of the initial orientation of new Successful Bidder and County personnel and drilled annually with all health care staff. A critique of the disaster drill and man-down drills shall be performed at each facility on an annual basis. Correctional health care personnel shall be trained to respond to emergencies within a four-minute response time. Health care personnel shall train Will County custody staff in the recognition of signs and symptoms and knowledge of action in emergency situations, methods of obtaining assistance, signs and symptoms of mental illness, violent behavior, acute chemical intoxication and withdrawal, procedures for appropriate transfer to medical facilities or communication with health care providers, and suicide intervention.

XI .44 RESEARCH

No research projects involving adult inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff and Chief Judge of 12th Judicial Circuit. The conditions under which the research shall be conducted shall be agreed upon by the Successful Bidder and the Sheriff and Chief Judge of 12th Judicial Circuit and shall be governed by written guidelines. In every case, the written and authorized informed consent of each adult inmate who is a subject of a research project shall be obtained prior to the adult inmate's participation as a subject. Adult inmates are not precluded from individual treatment based on their need for a specific treatment that is not generally available. An adult inmate may participate in a new medical procedure only after the adult inmate receive a full explanation of the potential risks and benefits/positive and negatives of the treatment and only with written and authorized informed consent as delineated by State statute.

XII: PROGRAM SUPPORT SERVICES

In addition to providing on-site, off-site and personnel services, the Successful Bidder shall also be expected to provide professional management services to support the medical and dental program. These additional program support services are as follows:

XIII.1 CONTINUOUS QUALITY IMPROVEMENT COMMITTEE

The Successful Bidder shall institute a Continuous Quality Improvement (CQI) Committee that

shall monitor the comprehensive health services provided. Discussions shall include committee membership, frequency of meetings, thresholds for evaluation, collection of data, study design, issues to include high risk, high cost, high frequency, problem-prone, grievances, corrective action plans, communication of results, re-evaluation of problems or concerns to determine if corrective actions have been achieved, incorporating findings into the organizations' internal training and education program, maintaining appropriate entries of internal review activities, issuing a quarterly report to the health and facility administrator and Contract Monitor regarding internal review activities and records of internal review activities that comply with legal requirements on confidentiality of records. The Successful Bidder is required to conduct both process and outcome studies to meet current NCCHC and ACA standards.

XIII.2 MEDICAL AUDIT COMMITTEE

The program shall also include regular chart review by physicians of both outpatient and inpatient medical records and peer review activities. Chart review deliberations and actions taken as a result of reviews shall be documented according to quality improvement guidelines to maintain protected health information and patient confidentiality.

XIII.3 PEER REVIEW

An annual peer review program shall be in place for all doctoral level providers, including physicians, psychologists, and dentists.

XIII.4 INFECTION CONTROL

An infection control program shall be implemented by the Successful Bidder that includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws. The program shall be in compliance with CDC guidelines and OSHA regulations and shall include issues specific to institutional settings such as MRSA, ILI, TB and other surveillance related to infection controlled within a confined environment such as corrections.

XIII.5 ADULT INMATE/JUVENILE DETAINEE GRIEVANCES/COMPLAINTS

The Bidder shall specify the policies and procedures to be followed in dealing with adult inmate/juvenile detainee complaints regarding any aspect of the health care delivery system. The Successful Bidder shall maintain monthly statistics of grievances filed, i.e. those with and without merit. All grievance procedures shall be in accordance with Will County's policies. The Successful Bidder may implement a procedure to reduce grievances by conducting an informal inquiry process or "access to management" process for inmates to meet with management designees on a periodic basis, with inquiries, to provide inmates with an opportunity to ask questions and air issues outside of a formal grievance procedure. All formal grievances shall be responded to in writing within five (5) business days of receipt of the grievance. Will County reserves the right to review any adult inmate/juvenile detainee complaint and review the Successful Bidder's actions. The Successful Bidder must implement Will County's recommendations in disputed cases.

XIII.6 POLICY AND PROCEDURES

The Successful Bidder shall be responsible for the development, maintenance, and annual review of health care administrative and operational policies and procedures. Will County reserves the right to approve, including signatory authority, for all policies and procedures of the Successful Bidder. The policies and procedures shall be designed to meet NCCHC, ACA and Illinois State Statutes. Policies shall also be congruent with current Illinois Jail and Juvenile Detention Standards requirements for County Jails and Juvenile Detention Facilities. The policies shall be site-specific for each facility. The policies shall be signed annually by the Medical Director, health administrator, and Facility Administrator with review and congruence by the Contract Monitor.

XIII.7 UTILIZATION MANAGEMENT (UM)

The Successful Bidder shall establish a utilization management program for the review and analysis of the prospective utilization of off-site referrals including subspecialty and concurrent case management of inpatient stays as well as retrospective utilization review by chart audit of inpatient admissions. The program shall include non-urgent hospitalization over an established dollar amount, pre-certification of admissions, urgent hospital certification, concurrent review for inpatient stays, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g., MRI and CAT scans, for example. The Utilization Management program shall demonstrate that the use of outside specialty service has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer *nor shorter* than medically indicated.

XIII.8 STRATEGIC PLANNING AND CONSULTATION

The Bidder shall indicate its capability for strategic operational planning and medical and administrative consultation. The Successful Bidder shall be involved in the planning and programming for any facility renovation or expansion. The Successful Bidder shall assign a member of its staff to attend any relevant meetings pertaining to any facility construction or expansion/renovation and subsequent transition, if applicable.

XIII.9 CREDENTIALING

The Bidder shall specify its credentialing procedures for professional staff employed at the facility. Copies of all current nursing and physician licenses shall be kept on-file in the health service administrator's office. All physicians shall be verified through the National Physician's Data Bank.

XIII.10 RISK MANAGEMENT AND MORTALITY REVIEW

The Bidder shall indicate its risk management plan and discuss its procedures for dealing with critical or sentinel events/incidents. The Successful Bidder shall be responsible for establishing and providing evidence of a formal mortality/morbidity review process. The Will County State's Attorney, Risk Manager or designee shall be included in any mortality/morbidity review. The Successful Bidder shall not settle adult inmate/juvenile detainee healthcare litigation without first contacting the Will County State's Attorney.

XIII.11 PHARMACY AND THERAPEUTICS

The Successful Bidder shall implement a Pharmacy and Therapeutics (P&T) Committee, which shall be responsible for adding and deleting formulary, monitoring usage of pharmaceuticals including psychotropic medications, identifying prescribing patterns of practitioners, and reviewing non-formulary requests. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required.

XIII.12 SAFETY AND SANITATION INSPECTIONS

The Successful Bidder shall participate in weekly safety and sanitation inspections of the institutional food service, housing and work areas with designated Will County personnel. The Successful Bidder shall make appropriate recommendations for corrections on discrepancies or citations noted.

XIII.13 ADMINISTRATIVE MEETINGS AND REPORTS

The Successful Bidder shall coordinate with WCADF/RVJDC Warden, Superintendent or designee to discuss health care services. Minutes or summaries shall be maintained and distributed to

attendees with copies retained for future reference. Meetings shall be held quarterly (MAC/CQI). The Successful Bidder shall also provide staff to attend and participate in WCADF/RVJDC meetings.

The Successful Bidder shall conduct and maintain minutes of health staff meetings conducted on a monthly basis. Staff meetings shall include and be attended by staff at both facilities. The Successful Bidder shall meet at least monthly with the Warden/Superintendent or designee concerning procedures within the facilities and any proposed changes, policies, procedures, and on-going operational issues, statistics, administrative issues and quality improvement studies to include process and outcome studies, morbidity and mortality reports and other critical issues or incidents, as indicated by the NCCHC, ACA and Illinois Jail and Juvenile Detention Standards.

The Successful Bidder shall prepare and participate in external reviews; inspections and audits as requested and shall participate in the preparation of responses to critiques. The Successful Bidder shall develop and implement plans to address/correct identified deficiencies such as identified by the Contract Monitor.

XIII.14 STATISTICAL DATA

The Bidder shall describe its management information system. The Successful Bidder shall be required to keep statistical data related to the adult inmate/juvenile detainee health care program which shall include utilization of service statistics and other areas that the Successful Bidder and Will County agree at the CQI and MAC meetings would be useful to evaluate the health care program and anticipate future needs. The Successful Bidder shall prepare statistical reports on a monthly basis. The Successful Bidder shall provide a narrative monthly report delineating the status of the health care program, which also identifies potential problems and discusses their resolution. A complete annual report of utilization statistics and narrative summary delineating accomplishments of the Successful Bidder shall also be provided on an annual basis.

Daily statistics -- A narrative report for the past twenty four (24) hours capturing the following data shall be submitted to the Warden and Superintendent or their designee on a daily basis at 9AM to include:

- Transfers to off-site hospitals
- Emergency Department visits
- Communicable disease data.
- Suicide attempts and gestures
- Report of status of adult inmates/juvenile detainees in the hospital and medical unit
- Staffing
- Incident reports
- Grievance reports and responses

The health administrator and staff of RVJDC must have access to e-mail provided by the Successful Bidder at both the WCADF and RVJDC to facilitate administrative communication and reports.

XIII.15 COST CONTAINMENT PROGRAM

The Bidder shall specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism(s) by which the Bidder plans to control costs, areas in which cost savings can be achieved and evidence of the success of such programs at other Bidder sites.

XIII.16 ACCREDITATION

The Successful Bidder shall maintain accreditation by NCCHC for both the WCADF and the RVJDC. . The Successful Bidder shall be responsible for the payment of all NCCHC accreditation fees. Will County will pay all ACA accreditation audit fees but the Successful Bidder shall be responsible for compliance with all ACA standards and shall ensure full cooperation with the Warden/Superintendent with regard to ACA accreditation preparation. The Successful Bidder shall participate in and be compliant with all ACA accreditation requirements for medical, dental and mental health services. The Successful Bidder shall be fined \$50,000 for failing to maintain either ACA or NCCHC accreditation at either the WCADF or the RVJDC.

XIII.16 RECORDS AND DOCUMENTATION ON TERMINATION OF CONTRACT:

All manuals, policies and procedures, adult inmate/juvenile detainee medical records, and other records and documentation developed, purchased or maintained by the Successful Bidder for Will County shall remain the property of and in the custody of Will County, upon expiration or termination of the contract without further obligation.

XIV.17 CONTRACT MONITOR

Will County shall employ a Contract Monitor to monitor the health care contract. The Successful Bidder shall agree to allow the Contract Monitor to have unfettered access to all medical records, statistical reports, meeting minutes, financial reports, personnel records, peer review documents, continuing education, time records, sick call slips, grievances, quality improvement reviews, and be in attendance at CQI/MAC meetings as the Contract Monitor deems necessary to fulfill his/her duty. The Contract Monitor shall determine on Will County's behalf whether or not Will County is or has been receiving the staffing and services indicated in the contract and the Successful Bidder's response to this RFP. The Contract Monitor has the right to enforce the penalty provisions or to call other individuals or organizations, to assist him or her in the evaluation of the medical and mental health services at the Successful Bidder's expense, which may be reimbursed through the CAP, as mutually agreed upon by both parties. The Successful Bidder shall include in its budget a sum of \$2,500 bi-monthly for the professional fees for the Contract Monitor.

XIV.18 TRAINING OF CORRECTIONAL STAFF

The Successful Bidder shall not be required to train correction officers/juvenile detention workers in CPR but shall be required to assist in the training of correction officers/juvenile detention workers in the following areas: suicide prevention, contagious diseases, MRSA, universal precautions and other medical issues as appropriate. This training shall be ongoing and be sufficient to train new staff include an annual in-service and meet requirements of NCCHC/ACA accreditation and the Illinois Jail and Juvenile Detention Standards guidelines. Suicide training shall be provided annually by a mental health professional, in collaboration with the health services staff, and include:

- The nature, signs and symptoms of suicide; mental illness, acute intoxication and drug abuse;
- Identification of suicidal inmates and juvenile detainees through the recognition of verbal and behavioral cues; signs and symptoms of mental illness; signs and symptoms of drug abuse and intoxication and withdrawal;
- Situational Stressors such as, new admission to the facility, anniversary of offense, death of loved one, or important court dates including sentencing ;
- Evaluation of adult inmate or juvenile detainee coping skills;
- Monitoring and referral to a mental health professional for follow-up on an emergent, urgent or routine basis – specific instruction as to the appropriate level of priority for such a referral.

XIV.19 PERSONNEL SERVICES

In this section the Bidder shall address the following topics: Recruitment and Retention Practices; Equal Employment Opportunities, Licensure/Certification and Continuing Education Requirements, Staff Training and Personnel Development, Orientation of New Employees, Continuing Education/In-service Training, Performance Review. The Bidder is required to provide six (6) hours of off-site in-service training relevant to correctional health care for all full-time, part-time and per diem nursing employees. Employees shall not be required to utilize personal time or vacation to attend such training.

XIV.20 RECRUITMENT AND CREDENTIALING PROGRAM

The Successful Bidder shall recruit and interview candidates who are currently licensed or certified in the State of Illinois. Each candidate shall be interviewed by the Successful Bidder with a special focus on technical expertise, emotional stability, and motivation to work with an underserved population. The Warden, Superintendent or their designee shall be involved in the interviewing process and final selection for the Medical Director and Health Administrator. It is recommended that the Health Administrator be CCHP certified by the NCCHC. The Health Administrator shall also be a Registered Nurse (RN) with current clinical experience. Current qualified employees are to be given priority in any hiring process by the Successful Bidder during the transition. In this regard, those current employees who wish to be considered for employment with the Successful Bidder are to be interviewed and considered for employment prior to the public posting or advertising for personnel to fill the open positions. The Successful Bidder shall address the retention of current staff in its response with special consideration given to parity of benefits with regard to leave time, health and other benefits without exclusion of pre-existing conditions to ensure continuity of care for employees retained by the Successful Bidder. Personnel files of all subcontractors and contract employees shall be on file at the facility. The files shall be made available to the Warden, Superintendent, Contract Monitor or their designee upon request. These files shall include copies of current licenses, proof of professional certification, DEA numbers, training records, malpractice insurance certificates, signed job descriptions, evaluations and position responsibilities.

XIV.21 TURNOVER OF STAFF

The Bidder shall describe its current nursing and physician turnover ratio in other contracts and shall additionally indicate specific turnover for health administrators, Medical Directors, and regional managers as identified above in vendor qualifications.

XIV.22 RECRUITMENT PROGRAM AND NURSING SHORTAGE

The Bidder shall describe its recruitment and retention program in the face of the national nursing and primary care physician shortage and shall indicate provisions to guarantee staffing at this facility. Wages set by the Bidder for nursing (RN/LPN) physician and clerical positions shall be equivalent to comparable hospital and ambulatory care positions in Will and Cook County, based on salary surveys conducted (and submitted with the proposal) within the surrounding communities within recent time periods, using current salary information.

XIV.23 ON SITE VISIT TO FACILITY

All screened staff candidates shall make an on-site visit to the facility/center prior to employment to ensure that all viable applicants are fully aware of the correctional environment that they will be entering and are informed in advance of the correctional rules and regulations of the WCADF or RVJDC and that they are expected to comply with the restrictions as posed.

XIV.24 APPROVAL BY COUNTY OF SUCCESSFUL BIDDER'S EMPLOYEES

The final selection of all employees or subcontractors shall be subject to approval by the Sheriff and Director of Court Service or their designee. Initial and continued employment of staff and subcontractors shall be subject to approval of the Warden and Superintendent or their designees. Will County reserves the right to prohibit any of the Successful Bidder's employees and independent contractors from performing service with regard to this contract.

The Successful Bidder shall provide the names of corporate or regional management personnel assigned to this contract. A resumé of the regional manager shall be included with the proposal response. Any replacement personnel shall be subject to approval of the Warden or Superintendent or their designee. At the oral presentation, if requested, the Bidder shall submit the resumé of potential candidates for the health administrator position.

The Successful Bidder shall notify and consult with the Warden or Superintendent or Designee prior to discharging, removing, or failing to renew contracts of professional staff.

XIV.26 REJECTION OF BIDDER'S PERSONNEL:

The Warden or Superintendent or their designee shall have the right to reject for use or service at the WCADF or RVJDC, the employment by the Successful Bidder or any person or firm. The Warden or Superintendent or their designee reserves the right to remove from the site any person or firm employed or engaged by the Successful Bidder when the Warden or Superintendent or their designee deems it to be in its best interest for the Successful implementation of its correctional health services program. The privilege of entering or remaining on the premises of any secured facility under the jurisdiction of the Sheriff and or Chief Judge of 12th Judicial Circuit or their designee may be revoked at any time.

XIV.27 EMPLOYMENT PROCESS, BACKGROUND INVESTIGATION, DRUG SCREENS

All personnel shall be required to pass a criminal background investigation and fingerprint check conducted by Will County for initial and or continued employment. Additionally, all personnel performing on-site services are required to undergo and pass a drug screen. The cost of which is paid by the Bidder to the Sheriff and Chief Judge of 12th Judicial Circuit to cover the cost of fingerprint and criminal background check through the State of Illinois, (currently \$50.00). The Successful Bidder is responsible to perform the pre-employment drug screening on all prospective employees; however, the comprehensive drug testing procedure and facility must meet with the approval of the Warden/Superintendent. All candidates successfully cleared through this process may be eligible for hire. In addition, the Bidder shall detail in its proposal the hiring process to be utilized and a method to provide information regarding the individuals previous work history and credentials required to fulfill the duties of the position to be filled.

The Will County Sheriff and Chief Judge of 12th Judicial Circuit or their designee reserve the right to search any person, property or article entering Will County facilities. The Sheriff and Chief Judge of 12th Judicial Circuit reserve the right to restrict property brought on-site by Successful Bidder staff during their work shift, according to established rules and regulations governing the secure operation of the WCADF/RVJDC.

REMOVAL OF STAFFING FOR SECURITY BREACH: In recognition of the sensitive nature of correctional services and the security issues unique to the environment and the penal population, if the Sheriff/Warden, in his sole discretion, has reasonable suspicion or probable cause regarding the behavior or activities of any individual employee, or becomes dissatisfied with any health care personnel provided by the Successful Bidder, the Successful Bidder shall, following written notice from the Sheriff/Warden/Superintendent of dissatisfaction and the reasons

therefore (while not divulging/compromising the contents of an ongoing investigation), exercise its best efforts to resolve the problem, which may require immediate removal of the individual from the facility premises, pending outcome of the investigation. If the employee is allowed to remain on-site pending outcome of the investigation, the Successful Bidder will be allowed ten (10) business days to resolve the problem to the satisfaction of the Sheriff/Warden/Superintendent. If the investigation is not resolved to the Sheriff/Warden/Superintendent's satisfaction within the ten (10) business days, the Successful Bidder shall be responsible to replace the individual employee. With regard to the staffing adjustment, the ten-day period will be allowed as a grace period but the Successful Bidder will be penalized after the ten-day period on an hour-for-hour basis, at the same level of personnel. Should replacement of the individual be required, the Successful Bidder shall replace the employee at the sole discretion of the Sheriff/Warden/Superintendent.

The Successful Bidder and its personnel shall be subject to and shall comply with all security regulations and procedures of Will County. Violations of regulations may result in the employee being denied access to the WCADF/RVJDC. In this event, the Successful Bidder shall provide alternate personnel to supply services, described herein, subject to Will County's approval.

Will County shall provide security for the Successful Bidder's employees and agents consistent with security provided to County employees.

XIV.28 COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES AND REGULATIONS

All personnel shall comply with current and future State, Federal, and local laws, rules and regulations, court orders, administrative directives, institutional directives, ACA standards, NCCHC standards, and policies and procedures of the WCADF/RVJDC.

XIV.29 HOSPITAL PRIVILEGES

When requested by Will County, the Successful Bidder's Medical Director and any staff physician(s) shall secure admission privileges at a local hospital for admitting, monitoring, and discharging adult inmates/juvenile detainees.

XIV.30 NON-COMPETE AGREEMENTS

The Successful Bidder is prohibited from entering into covenants Not To Compete or Non-Competition Clauses with either employees or independent contractors or companies, or any party specifically related to the performance of any obligation required under this agreement, which would prohibit said independent contractor, Bidder or employee from competing, directly or indirectly, in any way with the Successful Bidder. For the purpose of this paragraph, the term "competing directly or indirectly, in any way with the Successful Bidder shall mean the entering into or attempting to enter into any similar business with that carried on by the Successful Bidder with any individual, partnership, corporation, or association that was or is the same or related business as the Successful Bidder. This means that current employees or contractors cannot be prohibited by the Successful Bidder from employment, with a successor bidder in the event that the Successful Bidder were to lose the contract during this rebid process.

XIV.31 ON-CALL RESPONSIBILITY

The on-site Medical Director, health administrator, and psychiatrist shall be on-call 24 hours per day. The cost of on-call services and telephone, cell phone and/or pager services shall be borne by the Successful Bidder in full.

XIV.32 EMPLOYEE TRAINING AND ORIENTATION

- a. The Bidder shall describe its orientation program for its staff. The Bidder shall be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training regarding medical practices on-site at the WCADF/RVJDC. An outline of the orientation and in-service program shall be submitted with the proposal. Orientation regarding other institutional operations shall be the responsibility of the WCADF/RVJDC and Will County.
- b. All of the Bidder's new full-time employees or independent contractors are required to attend a 40 hour orientation program conducted by Will County and the Successful Bidder consisting of an overview of the correctional health field, purpose goals, policies and procedures, appropriate conduct with adult inmates and juvenile detainees, responsibilities and rights of employees, security, classification, blood borne pathogen, occupational exposure, personal protective equipment, biohazardous waste disposal, key control, CPR and First Aid prior to their employment. The Successful Bidder shall be responsible for the employee's compensation during this training. Part-time employees shall be required to attend a pro-rated orientation program, which contains key elements of the orientation program that are critical to an employee's success and familiarity with the program's operation, which are allowed by National Standards for part-time employees.
- c. The Successful Bidder shall establish and maintain a medical library on-site at the facility for use by the health care staff, some of which may be available through on-line resources. The library shall minimally include basic reference texts related to diagnosis and treatment in a primary care setting.
- d. The Successful Bidder shall prepare a weekly staffing report for the Deputy Chief and the Support Services Coordinator for RVJDC or designee and the Contract Monitor specifying the nursing positions filled (RN, LPN, EMT), number of vacancies, and professional hours provided and vacant.
- e. The Successful Bidder shall provide appropriate monthly in-service education programs for its staff. Selected topics that require staff training include security procedures and regulations, suicide precautions, emergency plan and procedures, cultural diversity, communication skills, CPR, PREA, First Aid, sexual harassment and misconduct awareness.

XIV.33 STAFFING AND SCHEDULES

- a. All hours shall be spent on-site at the WCADF/RVJDC, except as is otherwise expressly agreed to by the Warden/Superintendent/Designee and the Successful Bidder. WCADF/RVJDC staffing work schedules may be modified upon the parties' mutual agreement and written consent, i.e. off-site training hours may be considered as "time worked" when authorized in advance.
- b. All full-time contractual staff shall be on-site for at least 40 hours per week. A 40-hour, on-site week shall consist of a 40-hour work schedule and an additional one-half hour meal period for each shift, which is not included in the work schedule.
- c. The Successful Bidder's staff shall administer the health care program at the WWCADF and RVJDC. The staff shall be on-site each week at Will County. The staff shall not be reassigned to assist with problems of other contracts or other jurisdictions. The Administrative Assistant shall not be involved in payroll, verifying of invoices or other corporate responsibilities. The Administrative Assistant shall be responsible for medical records, scheduling of off-site appointments, ordering of supplies, and maintenance of minutes and reports relating to Will County's health care program.

- d. All contractual staff (both employees and independent contractors) shall be required to comply with sign-in and sign-out procedures on an official time-keeping form or system such as Kronos or alternative time clock system for reporting of hours. The Successful Bidder shall be permitted to substitute an automated time clock system or other method, which is subject to the approval of Will County,
- e. Travel time of the providers is not to be included as hours worked that are billed to Will County.

XIV.34 EMPLOYEE BENEFITS

The Bidder shall specify how they intend to cover periods of absences caused by vacations, holidays, and sick leave, and shall state what relief factor (if any) is computed into their staffing ratio. The Bidder shall state whether positions in their proposal are to be covered by full-or part-time personnel. Excessive use of part-time personnel, particularly those without benefits, in an attempt to decrease costs, should not be utilized in an effort to decrease the costs of the contract as it destabilizes the staffing. Preferably full-time and permanent part-time employees are maintained as regular recurrent staff.

The Bidder shall include a synopsis of their benefit programs, with the value of the benefit program clearly identified as a percentage of the salary package, as an appendix to this proposal. The Bidder shall describe its vacation, sick time and leave policy and information regarding medical, dental, vision and other coverage and other provisions such as short- or long-term disability, etc..

XIV.35 CREDIT TO WILL COUNTY

- a. The Successful Bidder shall agree to issue Will County a credit consisting of an hourly salary and specific fringe benefits for hours of each position not covered or vacant. The credit shall be for provider staff, clerical staff, nursing and support staff. There shall be no substitution of positions with lower level for higher level credentials, e.g. LPN for RN etc. otherwise penalties shall be invoked as if the position was unfilled. Adjustments shall be made on a monthly basis. If the health administrator position is left vacant for a period of greater than five (5) days, the Successful Bidder shall pay one and a half times the salary rate per hour, times the number of hours the position was left vacant after five (5) days.
- b. The Bidder shall also make provisions in their staffing plan to cover periods of vacation, educational staff or sick time by including appropriate relief factors and trained per diem staff (as opposed to agency nursing staff). The Bidder shall specify in their staffing plan what relief factors and how many PRN staff shall be included in their staffing plan. Deductions for vacation, sick time or education shall occur after the initial date of non-service. Will County expects staff coverage regardless of holidays or vacations/sick time.

XIV.36 STUDENTS OR INTERNS

Any students, interns or residents delivering health care in either facility as a part of a formal training program, shall work under staff supervision commensurate with their level of training. There shall be a written agreement with the WCADF/RVJDC and educational institution that covers the scope of work, length of agreement, and any legal or liability issues. Students or interns must agree to abide by all facility policies especially those related to security and confidentiality of information and the facility administration must be informed in advance of the student's or intern's presence within the facility and the individual must meet all background security clearance requirements.

XIV.37 TESTING OF HEALTH CARE STAFF

All new direct care staff shall receive a skin test for tuberculosis prior to their job assignment and annually thereafter. All direct health care staff shall be offered the Hepatitis A and B vaccine.

XIV.38 PROPOSED STAFFING

The proposal is to include the staffing pattern that is proposed for each facility. The Bidder shall state, for each facility, the levels of staff and the number of staff that shall be on-site during each shift by day of the week. Variances for weekends or holidays shall be noted. At least 90% of all nursing positions shall be filled by full-time staff or a staff member that works a minimum of 24 hours per week. The facility shall designate a health authority with responsibilities for arranging health care services pursuant to a written job description, contract or agreement. Job descriptions for all positions shall be submitted with the proposal and signed by the employees after contract initiation with the signed job description placed into each employee's personnel file and maintained within that file. Clinical decisions shall be the sole province of physicians and shall not be countermanded by non-clinicians, including security staff.

In the event of vacations, leaves of absence, illness or holidays of regular RN staff, trained per diem or trained agency staff (as a last resort) must be available to cover RN or LPN schedules. Agency staff shall be fully trained and oriented to the facilities and approved in advance and shall not be utilized more than 10% of the schedule or a penalty shall be applied for their use in excess of 10% of the schedule on a recurring basis.

1. **STAFFING HOURS.** The Successful Bidder shall provide medical, dental, technical and support personnel on-site consistent with the Scope of Services as required and consistent with the proposal. After the Successful Bidder completes the initial 90-day start-up implementation period, the Successful Bidder shall provide Will County with a monthly breakdown of hours worked versus contracted hours for each job category listed. An example of this report is attached to this Request for Proposal as **Appendix A**.
2. **STAFFING ADJUSTMENTS.** On a quarterly basis, the Successful Bidder will discount the next month's invoice to reflect any and all staffing adjustments from the prior quarter that are less than 98% of the contracted levels of staffing as required by the contracted agreement. These adjustments shall be calculated by multiplying the hourly rates by any position shortages for the previous quarter. The hourly rates for each position shall be provided by the Bidder as **Appendix B**.
3. The Successful Bidder will not be penalized for any substitution of a higher credentialed individual for a lower credentialed staff member, i.e. a Registered Nurse, RN, substituted for a Licensed Practical Nurse, LPN; however, under no circumstances will the Successful Bidder be allowed to substitute a lower credential individual for a higher credentialed individual, i.e. an LPN cannot substitute for an RN, unless there is another RN on the shift, and the lower rate is paid in substitution, and it is agreed upon by Will County.
4. **STAFFING LEVEL ADJUSTMENTS.** Actual staffing needs may be affected by medical emergencies, natural disasters, significant and unforeseeable population changes and other unforeseen circumstances. In any such event(s), the parties shall agree to negotiate in good faith with respect to necessary changes in staffing requirements as needed. Any such changes must be agreed upon in advance in writing and fully executed by both parties. Should the Health Department lose funding for the delivery of on-site mental health services, which are delivered through a current collaborative agreement, Will County reserves the right to engage in good faith negotiations with the Successful Bidder for the addition of mental health services and hours on-site, for the addition of direct care provider hours, as needed.

5. STAFFING CHANGES. The Successful Bidder shall not make any staffing changes without the express written prior authorization of Will County/Sheriff/Warden/Chief Judge of 12th Judicial Circuit/Superintendent.

6. PLEASE NOTE:

This is a sample staffing plan. Companies may submit an alternate plan as an alternate proposal. The expectation is that the staffing plan submitted by the Bidder shall be sufficient to carry out the services required to fulfill the obligations of this contract according to NCCHC/ACA and Illinois Jail/Juvenile Detention Standards. In consideration of the number of admissions, length of stay and characteristics of the adult inmate/juvenile detainee population, the following staffing pattern is recommended:

**SAMPLE STAFFING PLAN:
WILL COUNTY REQUEST FOR BID**

Will County Adult Detention Facility*

Provider	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	FTE
<i>Day Shift</i>								
Health Service Administrator (RN)		8	8	8	8	8		1.0
Director of Nursing/Nursing Supervisor		8	8	8	8	8		1.0
Physician/MD		8	8	8	8	8		1.0
Dentist		4	4	4	4	4		0.5
Dental Assistant		5	5	5	5	4		0.6
RN (Chronic Care)		8	8	8	8	8		1.0
RN (Sick Call)	8	8	8	8	8	8	8	1.4
RN (Medical Housing)	8	8	8	8	8	8	8	1.4
RN (Intake)	8	8	8	8	8	8	8	1.4
LPN (Medication Administration)	16	16	16	16	16	16	16	2.8
Medical Assistant		8	8	8	8	8		1.0
Medical Records Assistant	8	8	8	8	8	8	8	1.4
<i>Second Shift/Evenings</i>								
RN (Intake)	8	8	8	8	8	8	8	1.4
RN (Medical Housing)	8	8	8	8	8	8	8	1.4
LPN (Medication Administration)	18	16	16	16	16	16	16	2.8
<i>Third Shift/Nights</i>								
RN (Medical Housing)	8	8	8	8	8	8	8	1.4
RN (Intake)	8	8	8	8	8	8	8	1.4
LPN	16	16	16	16	16	16	16	2.8
<i>Total</i>								25.7

**SAMPLE STAFFING PLAN:
WILL COUNTY REQUEST FOR BID**

*River Valley Juvenile Detention Center**

Provider	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	FTE
Nursing Supervisor (RN)		8	8	8	8	8		1.0
Physician/MD			4			4		0.2
RN	8	8	8	8	8	8	8	1.4
LPN		8	8	8	8	8		1.0
Administrative Assistant/Med Rec		8	8	8	8	8		1.0
<i>Second Shift/Evenings</i>								
LPN	8	8	8	8	8	8	8	1.4
<i>Third Shift/Nights</i>								
LPN	8	8	8	8	8	8	8	1.4
Total								7.4

*NOTE: Staffing levels are suggested for consideration and may be altered.

The Nursing Supervisor is expected to be a working supervisor that will assume responsibility for clinical responsibilities as well as cover vacancies from call in's, vacations, etc.

XV: CONTRACT TRANSITION

The Successful Bidder must demonstrate how it would make the transition from the current service delivery system to the new contract. The timetable for transition is 90 days. The transition plan shall address an orderly and efficient start-up. The Successful Bidder shall emphasize their past experience in implementing contracts and successes in this area.

A detailed plan shall be submitted with the proposal that addresses, at a minimum, how the following issues shall be handed and transferred:

1. Recruitment of current and new staff including physicians, subcontractors, and specialists;
2. Hospital services;
3. Pharmaceutical, laboratory, radiology, and medical supplies;
4. Identification and assuming of current medical care cases including specialty referrals outstanding;
5. Equipment and inventory – office and medical supplies;
6. Medical record management – with particular emphasis on transition of electronic medical record at the WCADF and establishment of an electronic record at the River Valley Juvenile Detention Facility if feasible;
7. Orientation of new staff;
8. Establishment of Bidder's facility-specific policies and procedures;
9. Orientation of Will County staff to the Successful Bidder's policies and procedures;

The Bidder shall include personnel that shall be assigned to supervise and monitor the transition of the current contract to the Bidder's system, which shall include timetables for completion. The Will County Contract Monitor shall do a review the last week of the contract and shall make a written report regarding the status of medical care at the WCADF and RVJDC. The vendor that is leaving the facility shall provide a list of all scheduled off-site medical procedures to ensure continuity of care, which shall then be ensured by the Successful Bidder for follow-up as well.

XVI: PRICING

XVI .1 BASE PRICE

Provide a base price for a population for 850 WCADF inmates and 50 juvenile detainees. Bidders are to complete a line item pricing schedule as found in the Appendix B and C. The second year pricing shall be for 900 adult inmates and 55 juvenile detainees. In the third year the population will be 950+ adult inmates and 60 juvenile detainees. Pricing shall include additional staff required to operate the facility with the increased population, if indicated.

Bidders are requested to complete separate line item budgets found in Appendix B and C for each facility; thus one sheet shall be expected for the WCADF and one sheet will be expected for the RVJDC. However, evaluation shall be on the total price of both facilities. **Appendix C.**

XVI .2 PER DIEM RATE

The parties shall agree that an annual base price is calculated upon a daily population of 850 inmates. If the daily inmate resident population averages inclusive of a plus or minus of 50 adult inmates or 20 juvenile detainees, in any calendar month during this initial agreement, over 850 adult inmates or 50 juvenile detainees, then the compensation paid to the Successful Bidder shall be adjusted, on the month after the average increase, by a per diem of \$_____ for each adult inmate/juvenile detainee over the aforementioned population. State the amount in both words and figures. The per diem shall be expected to cover additional staff as well as on-site and off-site services. For FY14 Bidders are asked to bid on an adult inmate population of 900 and for FY15 an adult inmate population of 950+.

XVI .3 PRICING FOR SUBSEQUENT YEARS TWO AND THREE

Provide a firm price for year two and three of subsequent years. Define the price escalator utilized and what the price escalator is based upon, i.e. the basis for the increase. Display the price in words and numbers.

XVI .4 CATASTROPHIC LIMITS

The Successful Bidder shall be responsible for all off-site charges, which shall include inpatient hospitalization fees, specialty consults and physician fees up to a cumulative total of the first \$300,000 aggregate catastrophic limits per contract year regarding illness, injury or infectious disease. The unused portion of the aggregate CAP each year will be credited to Will County. If there should be a credit balance at the end of the contract period then the credit shall be refunded. If the catastrophic limit of one inmate exceeds the total limit of \$300,000 the Successful Bidder will pay the first \$300,000 of the medical expenses and Will County shall be responsible for the balance. The Successful Bidder is required to maintain and submit logs of all invoices for off-site care on a monthly basis and a running total shall be maintained throughout the fiscal year.

There shall be no separate exclusions for AIDs or AIDs medications. Routine X-ray services for routine procedures such as limb, chest etc., are excluded from the catastrophic limits as are laboratory studies.

XVI .6 PAYMENT AND ADVANCED PAYMENT

Services shall be paid after they are rendered. Payments shall not be authorized for payment in advance of services.

Will County shall pay all invoices Net 30, pursuant to 50 ILCS 505, "Local Government Prompt Payment Act." Payment will not be made on invoices submitted later than six months (180) days after delivery of goods and services and any statute of limitation to the contrary is hereby waived.

XVI .7 ALTERNATE PRICING ARRANGEMENT

Identify any alternative pricing and describe the program as well as potential risks or benefits to Will County. The cost of the alternative programs shall be stated in terms of the cost in dollars per year for the alternative.

XVI.8 ILLINOIS FREEDOM OF INFORMATION ACT

Any and all submissions to Will County become the property of Will County and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event Will County or any of its elected officials receives a request for a document submitted, Will County shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by Will County all related records maintained by, provided to, or required to be provided to Will County during the contract duration are subject to FOIA. In the event Will County receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, Will County shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom Will County has contracted to perform a governmental function on behalf of Will County, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of Will County for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by Will County (or any of its officers, agents, employees or officials), the contractor shall provide to Will County at no cost and within the time frames of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by Will County, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

Appendix A:

PRICING WORKSHEETS (indicate: ____ WCADF or ____ RVJDC)

Salaries:

Discipline/Title	Hourly Rate	Hourly Rate with Benefits
Health Administrator		
RN		
LPN		
Medical Assistant		
Physician		
Dentist		
Dental Assistant		
Psychiatrist (if applicable)		
Medical Records Clerk		
Administrative Assistant		
Social Worker (if applicable)		

Please list shift differentials for

RN/LPN Evenings
Nights

Week-ends

Appendix B:

LINE ITEM PRICING (indicate: _____ WCADF or _____ RVJDC)

Cost Item	Year 1	Year 2	Year 3
Salaries (nursing and clerical)			
Professional fees (physician and dental)			
Off -site services including ER, Off site consults, ambulance and professional fees			
Inpatient hospitalization			
Pharmaceutical services			
Laboratory services			
X-ray services MRI etc			
Office supplies and medical records			
Medical supplies			
Dental supplies			
Waste management			
Accreditation fees			
Orientation and training of staff			
Recruitment costs			
Equipment (please list items)			
Malpractice insurance			
Miscellaneous (please define)			
Bid Bond Costs			
Performance Bond Costs			
Profit and overhead			
Contract Monitor			
Total Cost			

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____

Name of Bidder

Is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Name of Bidder

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

Date Mailed: 10-16-12
 PreBid: 10-24-12, 10:00 A.M.
 Due: 11-13-12, 11:00 A.M.
 Open: 11-13-12, 11:10 A.M.

PURCHASING DEPARTMENT
 COUNTY OF WILL
 302 N. CHICAGO ST
 JOLIET, IL. 60432

CONTRACT FOR
 HEALTH CARE SERVICES
 WCADF & RVJDC
 INMATE MED
 BID #2013-15

NAME _____ The Bidder proposes to provide the products and/or services in ADDRESS _____
 _____ accordance with the specifications attached herein.
 CITY _____ STATE _____ ZIP _____ **Please check one:**
 CONTACT _____ Minority Vendor yes no
 Email: _____
 PHONE _____ FAX _____ FEIN # _____

THIS IS NOT AN ORDER

Agency Name and Delivery Address: WCADF - 95 S. CHICAGO ST - JOLIET, IL. 60432
 For Additional information contact: RITA WEISS, PURCHASING DIRECTOR, rweiss@willcountyillinois.com

Yearly Cost totals must be placed in the appropriate spaces for each year.
 Percentages or other words will not be accepted.

QUANTITY	DESCRIPTION	YEARLY COST
1 st YEAR	TOTAL COST FOR FIRST YEAR LINE ITEM PRICING, AS SPECIFIED ON PAGE 51 OF BIDDING DOCUMENTS	\$
2 nd YEAR	TOTAL COST FOR SECOND YEAR LINE ITEM PRICING, AS SPECIFIED ON PAGE 51 OF BIDDING DOCUMENTS	\$
3 rd YEAR	TOTAL COST FOR THIRD YEAR LINE ITEM PRICING, AS SPECIFIED ON PAGE 51 OF BIDDING DOCUMENTS	\$
	GRAND TOTAL	\$

Total contract amount written in words. In case of discrepancy, the amount in words shall govern.

Remarks:

Signed By: _____

Place Corporate Seal Here

Title: _____

Date Mailed: 10-16-12
 PreBid: 10-24-12, 10:00 A.M.
 Due: 11-13-12, 11:00 A.M.
 Open: 11-13-12, 11:10 A.M.

PURCHASING DEPARTMENT
 COUNTY OF WILL
 302 N. CHICAGO ST
 JOLIET, IL. 60432

CONTRACT FOR
 HEALTH CARE SERVICES
 WCADF & RVJDC
 INMATE MED
 BID #2013-15

NAME _____ The Bidder proposes to provide he
 ADDRESS _____ Products and/or services in
 CITY _____ STATE _____ ZIP _____ accordance with the specifications
 CONTACT _____ attached herein. **Please check one:**
 Email: _____ Minority Vendor yes no
 PHONE _____ FAX _____ FEIN # _____

THIS IS NOT AN ORDER

Agency Name and Delivery Address: WILL COUNTY RVJDC - 3200 MCDONOUGH ST - JOLIET, IL 60432

For Additional information contact: RITA WEISS, PURCHASING DIRECTOR, rweiss@willcountyillinois.com

Yearly Cost totals must be placed in the appropriate spaces for each year.
 Percentages or other words will not be accepted.

QUANTITY	DESCRIPTION	YEARLY COST
1 st YEAR	TOTAL COST FOR FIRST YEAR LINE ITEM PRICING, AS SPECIFIED ON PAGE 51 OF BIDDING DOCUMENTS	\$
2 nd YEAR	TOTAL COST FOR SECOND YEAR LINE ITEM PRICING, AS SPECIFIED ON PAGE 51 OF BIDDING DOCUMENTS	\$
3 rd YEAR	TOTAL COST FOR THIRD YEAR LINE ITEM PRICING, AS SPECIFIED ON PAGE 51 OF BIDDING DOCUMENTS	\$
	GRAND TOTAL	\$

Total contract amount written in words. In case of discrepancy, the amount in words shall govern.

Remarks:

Signed By: _____

Place Corporate Seal Here

Title: _____

Date Mailed: 10-16-12
Due: 11-13-12, 11:00 A.M.
Open: 11-13-12, 11:10 A.M.

COUNTY OF WILL
PURCHASING DEPARTMENT
302 N. CHICAGO ST.
JOLIET, IL. 60432

HEALTH CARE SERVICES
WCADF & RVJDC
INMATE MEDICAL
BID #2013-15

The Bidder proposes to provide the products and/or services in accordance with the specifications attached herein.

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ **Please check one:**

CONTACT _____ Minority Vendor yes
 no

EMAIL _____

PHONE _____ FAX _____ FEIN # _____

THIS IS NOT AN ORDER

Agency Name and Delivery Address:	WCADF & RVJDC, JOLIET, IL
For additional information contact:	RITA WEISS, PURCHASING DIRECTOR rweiss@willcountyillinois.com

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

LATE BIDS CANNOT BE ACCEPTED!

VENDOR INFORMATION:

NAME:

ADDRESS:

SEALED BID DOCUMENT

BID #: 2013-15

DUE DATE: 11/13/12

DUE: 11:00 A.M.

DESCRIPTION: WCADF & RVJDC MEDICAL SVCS

**DATED MATERIAL-DELIVER IMMEDIATELY
WILL COUNTY PURCHASING DEPARTMENT
302 N. CHICAGO ST., 2ND FLOOR
JOLIET, IL 60432**

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO
THE OUTERMOST ENVELOPE OF YOUR SEALED BID TO
HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!