

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
MEDICAL SERVICES
TERM AND SUPPLY**

RFP #06-26JUL19

Release Date: 6/18/19

**Submittal Deadline:
July 26, 2019
not later than 2:00 P.M. CST**

**Boone County Purchasing
613 E. Ash Street
Columbia, Missouri 65201**

**Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

RFP #: 06-26JUL19 - Medical Services - Term and Supply

Sealed proposals will be accepted until **2:00 P.M. on July 26, 2019** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: lpalazzolo@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

***Insertion: Tuesday, June 18, 2019
COLUMBIA MISSOURIAN***



1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **July 26, 2019** to:
- Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460
- 1.2.1 The County will not accept any proposals received after 2:00 P.M. Late bids may be returned unopened if the vendor requests within ten (10) business days after bid opening. All returns will be made at the vendor's expense.
- 1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
- 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after **2:00 P.M. on July 26, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

- 1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***
- 1.7 **Guideline for Written Questions:** ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., July 20, 2019*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at <https://www.showmeboone.com/purchasing/bids/> (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

- 1.8 **RFP Addenda:** In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Medical Services - Term and Supply** as set forth herein.

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

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Lobbying
- 7) Certification Regarding Debarment
- 8) Work Authorization Certification
- 9) "No Bid" Response Form
- 10) Attachments One and Two – MSHP Background Check Documents

2.1.3 Purpose: Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "contractor" for a Term and Supply contract for furnishing medical services for the Boone County Sheriff's Office as specified in the following requirements.

2.1.4 Scope of Current Medical Services Contract: The County currently contracts with Advanced Correctional Healthcare, Inc. Currently the County is paying \$592,054.19 per annum for medical services, or \$49,337.85 monthly. This will increase to \$648,813.54 for the June 2019 through May 2020 period, or \$54,067.80 monthly.

2.2 Tour:

2.2.1 A tour of the Boone County Detention facility located at 2121 County Drive in Columbia, Missouri will be conducted to ensure that the offeror understands the requirements. The tour will start at **9:00 A.M. on Monday, July 15, 2019.**

2.2.2 Offerors interested in submitting a proposal are strongly encouraged to attend the scheduled tour. While the County will make accommodation for offerors who are unable to attend the scheduled tour, offerors are advised that the County strongly encourages all offerors to attend the scheduled tour in order to minimize detention center scheduling disruptions.

- 2.2.3 Each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or impact on the performance of service and equipment described and required by the requirements herein. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever.
- 2.2.4 To arrange a site visit at a time outside the scheduled tour, please contact the Buyer of Record, Liz Palazzolo at 573-886-4392.



3. SCOPE OF WORK:

3.1

General Requirements:

- 3.1.1. The contractor shall perform medical services for the Boone County Jail as specified herein, and in accordance with generally accepted professional standards, and shall comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services performed hereunder.
- 3.1.2 Definitions: For the purposes of the contract, the following definitions shall apply:
- a. Corporate Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
 - b. County Detainees: Detainees booked into the custody of the County or Sheriff and presently incarcerated in the Boone County Jail, but not to include Non-County Detainees.
 - c. Elective Care: Care which, if not provided, would not, in the opinion of the contractor's practitioner (a licensed practitioner employed by the contractor), cause the detainee's health to deteriorate, or cause harm to the detainee's well-being.
 - d. Mid-Level Practitioner: An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A Mid-Level Practitioner must be duly and currently licensed to practice medicine in the State of Missouri. Said licensure must remain current throughout the duration of the contract period.
 - e. Mobile Services: Laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services.
 - f. Non-County Detainees: Detainees who are covered by a government health program for American Indians; work release detainees while on work release; detainees during transport to/from outside facilities; and detainees housed in the Boone County Jail for other counties, State of Missouri Department of Corrections, U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals, and/or other federal or state agencies.
 - g. Off-Site Services: Medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing, hospital services, medically-indicated emergency ground ambulance

transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services.

- h. Pool Account: This is a designation for payment regarding qualifying medical expenses. The Boone County Sheriff budgets \$30,000.00 per year for medical expenses that qualify for coverage to help compensate out-of-pocket expenses a contractor incurs paying for off-site medical services delivered to Boone County inmates. This amount is paid in 1/12th increments monthly in addition to the per inmate per diem
- i. Pool Open/Pool Overage/Pool Closed: These are invoicing terms to be used to identify when outside medical service is being covered with pool account funds during the annual contract/"pool" period. "Pool Open" means the outside medical claim is presented during the annual contract/"pool" period and the claim can be covered by the \$30,000.00 allocation. When the outside medical claim has exhausted the annual allocated pool money payment (i.e., the \$30,000.00 allocation), then invoiced claims for outside medical services are identified as "Pool Overage." In addition, any outside medical claim that is presented outside the identified annual contract/"pool" is identified as "Pool Closed," e.g., the contract/"pool" period runs July 2019-June 2020, a claim for April 2020 is presented in July 2020, then this claim amount is identified as "Pool Closed."
- j. Specified Medications: Medications related to the treatment of HIV, AIDS, HIV/AIDS related diseases, hepatitis, cystic fibrosis, multiple sclerosis, cancer, active tuberculosis, and/or pulmonary artery hypertension, as well as medications listed as biological and/or anti-rejection drugs. Medications related to these treatments will be defined in accordance with medical literature.

3.2 Specific Requirements:

- 3.2.1 Medical Services: The contractor shall provide medical services as needed if needed to detainees of the Boone County Jail. Medical services performed by the contractor shall include but not necessarily be limited to the following:
- 3.2.2 Dental Care: The contractor shall provide dental triage screenings for detainees for the purpose of identifying serious dental needs. The contractor shall use "pool" money to pay for any costs associated with dental care (see later reference herein).
- 3.2.3 Ectoparasites: For detainees presenting with symptoms of ectoparasitic infection (as determined by the contractor's practitioner), the contractor shall provide and pay for medically indicated treatment. For detainees without symptoms of ectoparasitic infection, the contractor shall provide treatment at the Sheriff's request, and the County will be responsible for the cost of the treatment. The contractor shall not be responsible for facility cleaning for ectoparasites.

- 3.2.4 Elective Care: The contractor shall not provide elective care to detainees. Decisions concerning elective care shall be consistent with the applicable American Medical Association (AMA) standards.
- 3.2.5 Health Education and Evaluations: The contractor shall provide health education materials to the Sheriff for detainee education. The contractor shall also provide on-site health evaluations and medical care for detainees. Additionally, the contractor shall provide basic physical examinations for potential detainee workers to ensure the detainees are physically capable of performing assigned work duties.
- 3.2.6 Mental Health Services – Crisis Intervention: The contractor shall refer detainees to crisis intervention services when indicated. Crisis intervention services will be provided by the County staff in concert with the contractor’s staff. The contractor shall coordinate with medical and programming services (e.g., chemical dependence) at the Boone County Jail so that patient management is appropriately integrated, health needs are met, and the impact of any of these conditions on each other is adequately addressed. The contractor shall use an integrated and multidisciplinary team that shall include Boone County Jail staff to develop treatment plans for detainees displaying problematic behavior.
- 3.2.7 Mobile Services: When mobile services are required for medical reasons and are available to come to the Boone County Jail, the contractor shall arrange for those services for detainees in accordance with the Sheriff’s policies and procedures. The contractor shall use “pool money” to pay for the costs associated with Mobile Services (see later reference herein).
- 3.2.8 Off-Site Services: When Off-Site Services are required for medical reasons, the contractor shall arrange for those services in conjunction with the Jail Transportation Unit for detainees and in accordance with the Sheriff’s policies and procedures. The contractor shall use “pool money” to pay for the costs associated with off-site services (see later reference herein).
- 3.2.9 Other Services and Expenses: The contractor must not provide and shall not pay for any services, supplies and/or equipment which are not specifically contained in the contract.
- 3.2.10 Medical Records: The contractor shall understand and agree that detainee medical records shall always be the property of the Boone County Sheriff and shall remain with the Sheriff. The contractor shall be responsible for maintaining medical records for each detainee who has received healthcare services. At minimum the following requirements regarding medical records shall apply:
- a. The medical records must be kept separate from the detainee’s confinement record;

- b. A complete copy of the original applicable medical record shall be available to accompany each detainee who is transferred from the Jail to another location for off-site services or transferred to another institution;
- c. Confidential Records: Medical records must be kept confidential, subject to applicable laws and exemptions regarding confidentiality of detainee medical records;
- d. The contractor must comply with the Sheriff's policy with regard to access by detainees to their medical records;
- e. The Sheriff will provide the contractor with reasonable ongoing access to all medical records, even after the expiration of the contract, for the purpose of defending litigation.

3.2.11 Medical Supplies (Disposable): The contractor shall be responsible for paying for and providing disposable medical supplies intended for one-time use, i.e., not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit include but are not necessarily limited to tongue depressors, Band-Aids (or equal) bandages, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, exam gloves for use by the contractor's medical staff, medicine cups, lancets, ammonia ampules, cotton-tip applicators, and alcohol preps.

3.3 **Pharmaceuticals Requirements:**

- 3.3.1 Court-Ordered Medications and Testing: The contractor shall provide all court-ordered medications and testing to detainees.
- 3.3.2 County Detainees: The contractor shall only pay for court-ordered medications that (1) the contractor's practitioner considers appropriate, and (2) are not included on the Specified Medications list that will be defined by the Sheriff. The contractor shall use "pool money" to pay for all other court-ordered medications and testing for County detainees (see later reference herein).
- 3.3.3 Non-County Detainees (not to include detainees housed for Immigration and Customs Enforcement (ICE)): The contractor shall only pay for court-ordered medications that (1) the contractor's practitioner considers appropriate, and (2) are prescribed over-the-counter medications. All other court-ordered medication and testing for Non-County Detainees must be billed to the County so the County may seek reimbursement from the responsible authority of the Non-County Detainee.
- 3.3.4 Home Medications: The contractor shall understand and agree that the County allows home medications in the Jail when the medication is able to be properly verified.

- 3.3.5 County Detainees: The contractor shall provide and pay-for all medically-indicated pharmaceuticals for Boone County detainees to include prescription medications, prescribed over-the-counter medications, and psychotropic medications. The contractor shall understand and agree that “Pool money” will be used to pay for said medications.
- 3.3.6 Detainees Housed for ICE. The contractor shall provide all medically-indicated pharmaceuticals for detainees housed for ICE. The contractor shall not pay for any pharmaceuticals for ICE detainees because prescription medications will be billed directly to ICE by the applicable pharmacy. The County will pay for any prescription medications for which ICE refuses to pay, as well as any prescribed over-the-counter medications.
- 3.3.7 Non-County Detainees (not to include detainees housed for ICE): The contractor shall provide all medically-indicated pharmaceuticals for Non-County Detainees. The contractor shall only pay for prescribed over-the-counter medications. All other prescription medications shall be billed to the County, so the County may seek reimbursement from the responsible authority of the Non-County Detainee.

3.4 Tuberculosis (TB) Testing Requirements:

- 3.4.1 As needed or as otherwise requested by the Sheriff or the Sheriff’s authorized designee, the contractor shall perform TB skin-testing on detainees. The County will pay for the TB serum and related supplies. Upon the Sheriff’s request, the contractor shall secure the serum and related supplies through the correctional pharmacy to secure the best possible price, then bill the County for those costs.
- 3.4.2 Detainees: The contractor shall provide TB skin tests as directed by the Sheriff. The contractor shall pay for the TB serum and related supplies.

3.5 County Staff Training Requirements:

- 3.5.1 Facility Staff Training: On an annual basis as requested by the Boone County Sheriff, the contractor shall provide training for Boone County Jail staff on Basic First Aid Training, and AED/CPR Training, Suicide Prevention, and other health/medical/public health topics to be mutually agreed upon, at no additional cost to the County. If the contractor has any training videos on medical/health care topics, then the contractor shall make those available to the County at no additional charge. If a training video is lost or stolen, the County may be charged a replacement fee to replace the video. The contractor’s training videos are to be viewed by the Boone County Jail staff only and are not to be reproduced except with the contractor’s prior written permission. The contractor is not obligated to guarantee training credits and is not responsible for obtaining training credits on behalf of the County.
- 3.5.2 Health Education: The contractor shall provide health education materials to the Sheriff for detainee education.

3.6 Biomedical Waste Disposal:

- 3.6.1 The contractor shall be responsible for the provision of biomedical waste disposal services for the medical unit at the Boone County Jail consistent with all applicable local, state, and federal laws and regulations. Typical biomedical waste in the medical unit shall include but not be limited to bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes. The contractor shall use "pool money" to pay for the cost of biomedical waste disposal services (see later reference herein).

3.7 Collection of DNA/Physical Evidence and Forensic Information:

- 3.7.1 The contractor shall perform body cavity searches on-site with signed consent from the detainee in accordance with the following guidelines:
- a. The contractor shall understand and agree that the contractor's staff are prohibited from participating in the collection of forensic evidence, except when:
 - i. Complying with state laws that require blood samples from detainees, so long as there is consent of the detainee and the contractor's staff are not involved in any punitive action taken as a result of an detainee's nonparticipation in the collection process;
 - ii. Conducting body cavity searches, and blood or urine testing for alcohol or other drugs when done for medical purposes by a practitioner's order, and/or;
 - iii. Conducting detainee-specific, court-ordered laboratory tests, examinations, oral swabs, or radiology procedures with the consent of the detainee.
 - b. The contractor shall not pay for any costs associated with any body cavity search or any other collection of forensic information, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, and/or court costs.
 - c. Sexual Assault: In the case of sexual assault, the detainee victim must be sent to the hospital for appropriate collection of evidence which includes chain of custody, counseling, and care. Court-ordered body cavity searches shall be referred to the appropriate facility or emergency room.

3.8 Prison Rape Elimination Act (PREA):

- 3.8.1 If applicable, the contractor shall comply with the County's zero-tolerance policy related to the sexual assault, sexual misconduct, or rape of offenders/detainees. The contractor's employees, agents, representative and/or members of its Board of Directors, including volunteers, who have contact with detainees, shall attend and successfully complete any and all staff training(s) related to PREA, as required by the County.

- a. The County shall provide the training(s) at no cost to the contractor. The contractor shall be responsible for expenses incurred, including salary, benefits and/or transportation, in connection with the attendance of mandatory PREA training(s) by its employees, agents, representatives and/or members of its Board of Directors, including volunteers.

3.9 Personnel Requirements:

3.9.1 General: All licensed staff assigned to perform under the contract shall maintain their professional licensure in good standing in the State of Missouri throughout the duration of the contract. Professional titles and qualifications of personnel assigned to perform services under the contract shall comply with applicable Missouri statute, e.g., Chapter 334 RSMo. regarding Medical Practitioners, Chapter 335 RSMo. regarding Nurses, etc.

3.9.2 The contractor shall provide the minimum coverage described herein for each medical professional, and shall provide equal or better substitute coverage in the event scheduled staff cannot be available. Any coverage for which the contractor fails to find substitute staffing shall be credited in full to the County; the County reserves the right to other legal remedies in the event staffing requirements are not met by the contractor.

3.9.3 When approved by the Sheriff or his authorized designee, hours worked in excess of the contracted amount shall be billed monthly to the County at the contractor's current wage and benefit rate.

3.9.4 Nursing Staff Requirements: The contractor shall provide on-site licensed nursing coverage. The contractor shall provide 24X7 nursing coverage weekly i.e., one hundred sixty-eight (168) total hours each week. Of this total 168-hours per week, a minimum forty (40) hours must be provided by a Registered Nurse (RN). This shall be considered as basic service.

- a. Option One Nursing: The contractor has the option of providing 168-hours per week as LPN service with an additional 40-hours RN, i.e., total 208-hours coverage per week.

- b. At the time of contract award, the County shall decide which option of nursing coverage it prefers, and the contractor shall provide the specific option for the duration of the contract agreement.

3.9.5 Practitioner and Mid-Level Practitioner Requirements:

The contractor shall provide a physician and/or Mid-Level Practitioner who shall visit the Boone County Jail weekly, or as otherwise agreed by the Sheriff and the contractor. The Practitioner or Mid-Level Practitioners shall stay on-site until all work is completed.

- a. The physician and/or Mid-Level Practitioner must be available by telephone to the Boone County Jail and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled

visits that fall on the contractor's holidays, coverage may be provided by telephone only.

- b. **Mid-Level Practitioner Assignment:** The contractor shall only assign a Mid-Level Practitioner after obtaining the prior approval of the Sheriff.

3.9.6 **Qualified Mental Health Professional (QMHP):** The contractor shall provide on-site licensed Qualified Mental Health Professional services a minimum of 40-hours per week. The contractor's Qualified Mental Health Professional assigned to perform at the Jail shall comply with definitions stated in 9 CSR 30-4.010 of the Code of State Regulations (Missouri Secretary of State).

- a. **Option One QMHP:** The contractor has the option of providing 80-hours QMHP services per week.
- b. **At the time of contract award,** the County shall decide which option of QMHP coverage it prefers, and the contractor shall provide the specific option for the duration of the contract agreement.

3.10 Sheriff's Policies, Procedures, And Protocols:

3.10.1 The contractor's staff including any sub-contracted staff must operate within the requirements of the Boone County Sheriff's policies, procedures, and protocols as communicated to the contractor's staff, including sub-contracted staff, by the Sheriff or designee. The contractor shall understand and agree that such policies, procedures, and protocols may change from time to time; in the event of any modification, the Sheriff or designee will promptly notify the contractor's staff, provide them with a written copy of the modified policy, procedure, or protocol, and provide any necessary training to the contractor's/sub-contractor's staff. All policies, procedures, and protocols regarding operations within the Boone County Jail shall at all times remain the property of the Boone County Sheriff and shall remain at the Jail after termination of the contract.

3.10.2 **Meal Breaks:** It is understood and agreed that the contractor's employees are allowed to leave the premises during the work day for meal breaks.

3.10.3 **Detainee Labor:** Detainees must not be employed or otherwise engaged or utilized by the contractor in the direct rendition of any healthcare services performed under the contract.

3.11 Continuous Quality Improvement (CQI) Meetings Requirements:

3.11.1 The contractor must meet to review provision of healthcare service at the Jail. The contractor shall meet with the Sheriff or designee(s) during scheduled Continuous Quality Improvement (CQI) meetings to discuss healthcare reports concerning the overall operation of the Jail's healthcare services program and the general health of the detainees at the Jail. All meetings shall be on-site and scheduled to the mutual agreement of the County and the contractor, but in the event of conflict, the decision of the County shall be final.

3.12 Personnel Contacts and Other Personnel General Requirements:

- 3.12.1 The contractor shall provide a list of all possible contractor personnel that may visit, perform, manage, or oversee delivery of medical services to the Jail. This list must contain at minimum the person's name, phone number and email address, and shall be maintained by the contractor throughout the duration of the contract with the County. The contractor shall be responsible for promptly updating the contact list and providing updates to the County.
- 3.12.2 Staff Listing and Approval: The contractor shall supply the County with a complete list of employees, supervisors and management assigned to perform medical services under the contract at the start of the contract, and as frequently thereafter as requested by the County. All employees of the contractor shall be subject to the approval of the County that will include a criminal background check. The contractor shall submit to the Boone County Sheriff's Department the name, date of birth, Social Security number, driver's license number, and references for any contractor or subcontractor employee who may be assigned to work in the medical services office at least ten (10) work days prior to commencement of work. The contractor shall be responsible for keeping the staff listing current and shall immediately notify the Sheriff's Department regarding any employee termination.
- 3.12.4 Personnel Relations: Personnel relations of employees on the contractor's payroll shall be the contractor's sole responsibility. The contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of the contractor's personnel performing services for the County under the contract.
- 3.12.5 Independent Contractor: The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the County. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 3.12.6 Security: All contractor personnel must follow all County security rules, regulations, and policies. The County reserves the right to reject admittance to any person who may constitute a security risk in the sole opinion of the Boone County Sheriff's Department, or to otherwise require that person's termination for contract work. The contractor shall be responsible for fingerprinting costs.

3.13 Contractor Employee Screening and Security, and Employment

- 3.13.1 The contractor shall agree to on-site employee including subcontracted employee background screening conducted by the Missouri State Highway Patrol as detailed

in **Attachments One and Two**. All contractor personnel, including any subcontractor personnel, shall undergo a background check prior to entering the facility to begin contracted work.

- 3.13.2 Employment: The County will not engage the services of any current or dismissed contractor personnel for one (1) full year after termination of employment, or one (1) year after termination of the contract without the written consent of the contractor.

3.14 Facilities and Equipment:

- 3.14.1 Medical Office and Exam Room Space: The County shall provide the contractor with facility space for medical-office records, examination space, medical supplies storage, and office space for the nurse. The County shall also provide and be responsible for the replacement of the identified “capital equipment,” i.e., existing office furniture and other equipment the County will provide for the contractor’s use in the performance of the contract at no charge under the same terms applicable to capital equipment contained in the contract: desks, chairs, filing cabinets, telephone service and other equipment as deemed necessary and agreeable to the County. Upon termination or expiration of the contract, the contractor shall vacate the premises and deliver back to the County the premises in the same condition that the premises were in at the time the contractor entered the premises, with reasonable use and wear expected, including all capital equipment and any office furniture or equipment the contractor has used during performance of the contract that the County has provided.

- 3.14.2 Durable Medical Equipment: The County takes responsibility for provision of medical equipment. The contractor shall, at the Sheriff’s request, assist the Sheriff in securing medical equipment necessary for the Jail at cost-effective pricing. This provision shall apply for the outright acquisition of equipment as well as any equipment that is rented or leased. The contractor shall have no conflict of interest in making any recommendation for medical equipment to the Sheriff. Typical durable medical equipment expected in a medical unit includes but is not necessarily limited to the following: exam table, exam stool, ophthalmic/otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, emesis basin, CPR AmbuBag (adult & 2-way mask), refrigerator (small), and scales. Upon termination of the contract, all durable medical equipment must be in good working order, with allowances made for reasonable wear and tear.

- 3.14.3 Office Equipment: The Sheriff will provide use of County-owned office equipment in place at the Jail’s healthcare unit. Typical office equipment includes but is not necessarily limited to the following: a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier/printer; and toner. Upon termination of the contract, all office equipment must be in good working order, with allowances made for reasonable wear and tear.

- 3.14.4 County/Contractor Supplied Equipment: The County shall provide the contractor with the initial inventory of supplies (i.e., bandages, lancets, etc.) and capital equipment (i.e., durable medical equipment) at the start of the contract.
- 3.14.5 Office Supplies (Disposable). The County will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes as required.
- 3.14.6 Other Equipment: Other equipment not provided by the County that the contractor deems to be necessary, shall be provided by the contractor at its own expense for the start-up and for on-going operations contract tasks.
- 3.14.7 All equipment, supplies, etc. provided, supplied or owned by the contractor shall remain the property of the contractor. All equipment, supplies, etc. provided, supplied, or owned by the County shall remain the property of the County.
- 3.14.8 Vehicle: The contractor will not need to provide a transport vehicle for the delivery of medical service.
- 3.14.9 Repair and Replacement: The contractor shall be responsible for the cost of repair of County capital equipment (durable medical equipment) where it has been determined by the County that damages were due to the contractor's gross negligence or the gross negligence of the contractor's employees, staff, agents or subcontractors. The County shall be responsible for repairs that arise due to normal wear and tear of medical service equipment. For any new medical service equipment that is provided by the contractor, the contractor shall be responsible for the repair/replacement of new equipment.
- 3.14.10 Use of Provided Space: The following requirements shall apply:
- a. Medical Service Areas: The County shall permit the contractor to use office space in the County jail and other spaces as necessary to carry out the terms of the contract. The County shall provide heat, air conditioning, sewer, electricity, natural gas and cold/hot water. The contractor shall exercise care to keep these energy services to a minimum and comply with established energy conservation practices, regulations and policies, and mutually endeavor to conserve the use of energies.
 - b. Right of Inspection: The Sheriff, his or her designee, and any authorized agents of the County shall have the contractor's complete cooperation and full access to all medical service, examination and storage areas and records on inspections that they may conduct. This right shall extend to any other public officer or agent. This provision shall not be construed to limit the County's ability to enter into the premise with or without notice for any reason.
 - c. Facility Security: The contractor shall be responsible for control of keys and other entry devices obtained from the County for the contractor's employees and for the security of those areas that are used by its

employees, staff or subcontractors related to provision of contractual medical services.

- i. Lock Cylinder/Key Installation and Replacement: The contractor shall be responsible for the cost for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of its negligence and/or loss of keys.
- ii. County Security: The County shall provide the contractor with safety and security services inside the County's facilities.

3.14.11 Utilities and Telephone: The following requirements shall apply:

- a. Utilities: The County shall provide all utilities necessary for medical office operations.
- b. Telephone/Internet: The County shall provide the contractor with telephone service (local) and internet service. The contractor shall have access to local service using equipment provided by the County. The County shall pay for all long-distance telephone fees. The County shall pay for equipment repair and replacement, and line maintenance for the telephone and internet service.
- c. Uninterrupted Service: The County shall guarantee an uninterrupted supply of water, steam, electricity, gas, telephone, heat, or high/low temperature refrigeration barring acts of God, natural or manmade disasters and interruptions of the utility services listed in this section that are outside of the County's control.

3.14.12 Equipment and Facility Maintenance, Replacement and Sanitation: The following requirements shall apply:

- a. Cleanliness and Sanitation: The contractor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions of matters related to the execution of the terms of the contract.
- b. Safety Requirements: All materials, equipment and supplies provided by the County and the contractor must comply fully with all safety requirements as set forth by local, state and federal law, and sound medical practice and procedures.
- c. Housekeeping and Sanitation Responsibilities: As part of contract services, the contractor shall provide daily housekeeping and sanitation services of the medical unit and space occupied by the contractor at no additional cost to the County.
- d. Cleaning Floors: The County shall be responsible for cleaning/mopping floors in the medical service areas as determined by mutual agreement.

- e. Pest Control: The County shall be responsible for the costs and maintenance of insect and pest control in all medical service and storage areas at the Jail.
- f. Trash Removal: The contractor shall adhere to applicable state, County and municipal recycling and waste, disposal requirements, the contractor shall be responsible for removing trash from the medical unit to County-provided dumpsters. The contractor shall be responsible for removal of medical waste.
- g. Waste Containers: The County shall provide waste containers in sufficient quantity to maintain sanitary standards for trash disposal. Waste containers used by the contractor for medical services shall be kept in a clean and satisfactory condition at all times and emptied by the contractor.

3.15 Excused Performances and Complaints Processing:

- 3.15.1 If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, or labor disturbance or strike, business operations at the County facility are interrupted or stopped, performance of the contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.
- 3.15.2 Processing of Complaints: The contractor shall follow the County's grievance process and provide a prompt response for addressing complaints from detainees related to medical service.

3.16 Duties and Obligations of the County:

- 3.16.1 Duty To Protect Detainees Resides with County: The contractor shall understand and agree that the Boone County Sheriff possesses and retains a non-delegable duty to protect detainees at all times. The contractor shall not assume said non-delegable duty by virtue of the contract. As such, the Sheriff specifically retains the duty and obligation for security of the detainees. This duty shall extend to the control of detainee movement. The contractor shall assume no responsibility for the movement of detainees and assume no responsibility for detainee protection at any time.
- 3.16.2 Security: The Sheriff will maintain responsibility for the physical security of the Boone County Jail and the continuing security of the detainee. The contractor shall understand and agree that adequate security services are necessary for the safety of the contractor's agents, employees, and subcontractors, as well as for the security of detainees and Boone County Jail staff, consistent with a correctional setting. The Sheriff will provide security sufficient to enable the contractor and its

personnel to safely provide the healthcare services described in the contract. The contractor shall understand and agree that the Sheriff will screen the contractor's proposed staff to ensure that they will not constitute a security risk. The Boone County Sheriff shall have final approval of all contractor's employees including subcontractors in regards to security/background clearance.

3.16.3 Detainee Information: The Sheriff will provide, as needed, information including records pertaining to the detainee that the contractor and the Sheriff mutually identify as reasonable and necessary for the contractor to adequately perform its obligations to the Sheriff and the County. Additionally, during the contract period, and for a reasonable time thereafter, the Sheriff will provide the contractor, at the contractor's request, the Sheriff's records relating to the provision of healthcare services to detainees as may be reasonably requested by the contractor in connection with an investigation of, or defense of, any claim by a third party related to the contractor's conduct. As the contractor may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the Sheriff will also make available to the contractor such records as are maintained by the Sheriff, hospitals, and other off-site healthcare providers involved in the care or treatment of detainees under the contract, to the extent the Sheriff has any control over those records. Any such information provided by the Sheriff to the contractor that the Sheriff considers confidential must be kept confidential by the contractor and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County. Notwithstanding any provision of the contract to the contrary, the Sheriff's internal affairs investigative records shall not be required to be provided to the contractor or any other person or entity, except as may be required by law.

3.17 Statements, Audits, Payments, and Billing Requirements:

3.17.1 Invoicing and Payments: The contractor shall submit to the County, on a monthly basis, an itemized invoice for the contracted ADP, or for the actual detainee census count total for the quarter. These invoices will be processed by the County for payment within thirty (30) days. The contractor shall invoice and be paid in accordance with firm, fixed prices shown on the Vendor Response and Pricing Pages of the contract. The contractor shall submit an itemized invoice to the Boone County Sheriff's Department at the following address:

Boone County Sheriff's Department
2121 County Road
Columbia, Missouri 65202

3.17.2 Purchases and Expenses: The taxes or costs described below shall be borne by the contractor and shall be built into the quoted per diem price:

- a. Payroll taxes, for the contractor's employees, shall be paid by the contractor to appropriate federal, state and local authorities.

- b. All fees for required licenses and permits shall be paid by the contractor to the appropriate authority. All licenses and permits shall be kept current for the duration of the contract.

3.17.3 Average Daily Population (ADP): The ADP for a given quarter shall be determined from the Boone County Jail census records. For billing purposes, the Boone County Jail Detainee ADP will be two-hundred eleven (211) and the Noncounty Detainee ADP will be zero (0). Detainees who are not presently incarcerated in the Bone County Jail (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) shall not be counted in the ADP reported to the contractor by the County. The ADPs reported to the contractor shall only include those detainees presently incarcerated in the Boone County Jail.

3.17.4 Per Diem: The contractor shall understand and agree that per diem rate(s) shall cover additional costs in those instances where minor, short-term changes in the detainee population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the detainee population grows significantly and is sustained. The contractor shall request the monthly count for these separate populations on a quarterly basis.

- a. County Detainees: When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance shall be figured on the average number of County detainees above or below the contracted ADP for that quarter multiplied by the contracted per diem and the number of days in the quarter, (e.g., If the ADP for a quarter is 10 detainees above the contracted ADP, and if the per diem price is \$.65 per detainee, then the additional compensation due will be calculated as follows: $10 \times \$0.65 \times 91$).

- b. Non-County Detainees: To cover the cost of incidental medical expenses for Non-county Detainees (such as disposable medical supplies, biomedical waste disposal services, and medical malpractice and civil rights insurance coverage), the quoted separate per diem rate per detainee will be assessed for each Non-County Detainee housed in the Boone County Jail in excess of the contracted Non-County Detainee ADP.

3.17.5 Medical Claims Re-Pricing: For outside medical care the contractor helps arrange for provision to Boone County detainees, the contractor shall directly pay the outside medical providers for services performed. The contractor shall be reimbursed for these services by the County but only at a re-priced rate that shall be no more than the current Medicaid rate for the same service. The contractor shall be responsible for re-pricing these medical claims at the current Medicaid rate, or the applicable discount (if any), and confirm the integrity of the claim prior to payment. The contractor must provide supporting documentation of the claim and re-pricing upon submission of its reimbursement claim to the County by submitting actual bills received by the contractor from outside medical providers on the County's behalf.

3.17.6 Pool Money Account Requirements: The contractor shall be responsible for directly paying outside medical service provided to Boone County detainees on the County's behalf. The contractor shall be reimbursed for qualifying medical care from a pool of money the County has budgeted for this purpose. For the purposes of the contract, the contractor shall understand and agree that medical claims that the contractor shall pay to providers on behalf of the County shall be paid as applicable from a "pool" of thirty thousand dollars (\$30,000.00) to be used every twelve (12) months (hereinafter referred to as the "pool account"). The contractor shall understand and agree that money from the pool account shall not be used to pay for Designated Non-County Detainee costs including but not limited to dental care, mobile services, off-site services, and specified medications delivered to Designated Non-County Detainees.

- a. For purposes of facilitating payment to outside-medical providers, the County will pay the contractor 1/12th of the budgeted amount monthly for the duration of the contract year, in addition to the per inmate per diem, plus any other quarterly reconciliations that are addressed in the contract to which the contractor is entitled. All invoicing the contractor submits to the County shall correspond to the actual contract year and "Pool Account" designation and shall be labeled and identified by the contractor on the contractor's invoices to the County.
- b. The date of service for outpatient care, or the date of admission for hospitalization, or the date of the prescription, must be used to determine the calendar month in which the expenses shall be applied toward the use of Pool Account money. Any costs exceeding the current annual Pool Account total shall be reconciled back to the County at the time the costs exceed the Pool Account total, or monthly, as needed.
- c. The contractor shall be responsible for keeping track of Pool Account payments from the County and shall reconcile the payments with actual expenditures by the contractor to outside medical providers on a monthly basis.
- d. Pool Open/Pool Overage/Pool Closed: The contractor's invoices shall use the "Pool Open," "Pool Overage," and "Pool Closed" designations for outside medical service consistent with Pool Open/Pool Overage/Pool Closed definitions identified herein. When outside medical service is being covered with pool account funds allocated for the contract/"pool" period, the contractor's invoice shall identify the invoiced outside medical service with the "Pool Open" designation. When the invoiced outside medical claims have exhausted annual allocated pool money (i.e., the \$30,000.00 annual amount) then the contractor's invoice shall identify the medical services as "Pool Overage." In addition, any outside medical claims that are presented to the County outside the annual contract/"pool" period shall be identified as "Pool Closed," (see also paragraph 3.1.2(i) herein).

- e. In the event the County's Pool Account payments leave a balance in excess of all invoices for that same 12-month period, all monies remaining must be returned to the County within ninety (90) calendar days after each twelve (12) month term.
- f. The contractor shall make every effort to have outside medical service providers submit invoices for services performed within ninety (90) calendar days after performance of the specific medical procedure. The contractor shall work with the County to ensure that outside medical care invoicing that qualifies for Pool Account coverage is submitted on a timely basis. i.e., the County prefers that invoicing be submitted within 12-months of the actual date of delivered service.
- g. In the event the contract is terminated prior to the twelve (12) month Pool Account term, any remaining money remaining in the pool, after paying all invoices to other service providers for services performed, shall be returned in full to the County.
- h. The contractor's monthly invoice shall include an itemized accounting of all Pool Account claims administered by the contractor. Itemization shall at minimum include detainee name, date of service, type of service, service provider, and cost of service. The contractor's invoice shall also identify when the medical claim is being processed as "Pool Open," "Pool Overage" or "Pool Closed."

3.17.7 Co-Pay: The County agrees to the use of a co-pay system, as permitted by law, for detainee medical requests.

3.17.8 Non-Medical Care of Detainees: The County will provide and pay for all other personal (non-medical) needs of the detainees while in the Boone County Jail, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.

3.17.9 Quarterly Adjustments: Account reconciliation shall be completed for variances in the ADP and other expenses, such as equipment or services purchased by the contractor on behalf of the County and with the County's prior approval on a quarterly basis throughout the duration of the contract period.

3.17.10 Arrears: Any contract amount in arrears shall be settled through reconciliation and adjusted accordingly. Adjustments shall be made to the first monthly invoice prepared after reconciliation between the contractor and the County. Payment of the adjusted amount shall be due within thirty (30) days of receipt of the invoice.

3.18 Reports, Reviews and Audits:

- 3.18.1 Reporting Period: The contractor's year-to-date reports shall correspond with the County's fiscal reporting period (January – December). A month shall be a calendar month. A week shall run from Thursday through Wednesday.
- 3.18.2 Review of Yearly Operating Reviews: Upon the request of the County and at no additional charge, the contractor shall meet with the County and review each year's operation, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services.
- 3.18.3 Record Retention/Audits: The contractor shall retain all financial records and statements pertaining to the contract for a period of three (3) years from the close of each year's operation. The contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order to ensure that medical supplies and operating costs including all labor costs can be readily determined and expenditures verified if requested by the County.

3.19 Other General Contract Requirements:

- 3.19.1 Insurance Requirements: The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County; nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form, and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- a. **Medical Services**: The contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the contractor under any resulting contract. Coverage shall be provided as follows by a carrier with an A.M. Best minimum rating of A-IX.
- b. **Commercial General Liability**: The contractor shall maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsements(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each

Occurrence” limit for either Commercial General Liability or Business Auto Liability. The contractor shall agree to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

- c. **Subcontractors:** The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors’ commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- d. **Workers Compensation** coverage shall meet Missouri statutory limits or provide evidence of monopolistic state coverage. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and have a \$500,000.00 policy limit.
- e. **Professional Liability:** The contractor shall maintain Professional Liability at a limit of not less than \$1,000,000 Each Occurrence, \$3,000,000 aggregate.
- f. **Proof of Carriage of Insurance -** The contractor shall furnish the County with Certificate(s) of Insurance which names the County as an additional insured in an amount as required in the contract, and contain a description of the project or work to be performed. The Certificate of Insurance shall provide that there shall be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- g. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- h. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- i. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

- 3.19.2 Contract Terms and Conditions: The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 3.19.3 Contract Period: The initial contract period shall run **Date of Award (as determined by signature of the Boone County Commission) through One Year**. The contract shall have four (4) additional, one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term.
 - a. After the completion of the final renewal term, the contract shall continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 3.19.4 Pricing: The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
 - a. Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
 - b. All prices shall be increased, but not decreased, by the positive change in the Consumer Price Index, if any. The renewal price adjustment percentage for the entirety of the renewal contract period shall be determined by the percent change published in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Unadjusted 12-month ending in

December for the preceding calendar year for Medical Care Services. (For example, the U.S. City Average, unadjusted 12-month CPI rate ending December 2018 was 2.6% as published January 11, 2019 at <https://www.bls.gov/news.release/pdf/cpi.pdf>. This percentage shall be the price increase adjustment for 2019-2020 per diem price for the 2019-2020 contract period. As a further example, if the per diem per detainee price for the current contract period is \$1.95, the 2.6% increase makes the per diem per inmate \$2.00 for the renewal contract period.

- 3.19.5 Cancellation: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure a material breach but is not required to do so.
- 3.19.6 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 3.19.7 Estimated Usage: All orders will be placed by the County on an “as needed” basis. The services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County.
- 3.19.8 Confidentiality: The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.
- 3.19.9 Transition on Commencement of Contract: The contractor shall coordinate and cooperate with the existing medical service contractor to ensure a smooth and orderly transition with uninterrupted medical services. Upon award of contract, the contractor shall name a Transition Manager who shall have responsibility for transition activities. No later than within thirty (30) calendar days after award of the contract or upon the Sheriff’s request, the contractor shall submit a final Transition Plan to the Sheriff for approval. The final plan shall include, but not be limited to details for dealing with existing medical supplies inventories on site.
- 3.19.10 Hold Harmless and Indemnify: The contractor shall hold harmless and indemnify Boone County including the Boone County Sheriff’s Department and the Boone County Jail against any loss or damage, including reasonable attorneys’ fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the contractor or its employees, which is related to medical treatment or care

provided by the contractor. With respect to any claim for indemnification, the County shall (i) give written notice thereof to the contractor within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the contractor (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the County denies the contractor reasonable access as set forth, after written request therefore, the County shall assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

- a. The County will hold harmless and indemnify the contractor (together with its respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the County or its employees, which is related to medical treatment or care provided by the contractor. With respect to any claim for indemnification, the contractor will (i) give written notice thereof to the County within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the County (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the contractor denies the County reasonable access as set forth, after written request therefore, the contractor shall assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

3.19.11 Independent Contractors: In order to discharge its obligations hereunder, the contractor may engage certain healthcare professionals as independent contractors rather than employees.

3.19.12 New Legislation: In the event new legislation impacts medical treatment, the County and the contractor shall agree to discuss a mutually agreeable resolution and amend the contract in writing via the Boone County Purchasing Office, as approved by the Boone County Commission.

3.19.13 No Grant of Rights: Each of the parties shall understand and agree that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.

3.19.14 No Relationship or Authority: The parties agree that the contractor shall at all times be an independent contractor in the performance of the services hereunder, and that nothing in the contract will be construed as or have the

effect of constituting any relationship of employer/employee, partnership, or joint venture between the County and the contractor. The contractor shall understand and agree that the contractor does not have the power or authority to bind the County or to assume or create any obligation or responsibility on the County's behalf or in the County's name, except as otherwise explicitly detailed in the contract, and the contractor shall not represent to any person or entity that the contractor has such power or authority. The contractor shall not act as an agent nor will the contractor be deemed to be an employee of the County for the purposes of any employee benefit program.

- 3.19.15 Notice: Any notice required or permitted to be given hereunder must be in writing and delivered by overnight courier (e.g., FedEx), or by facsimile (receipt confirmed), to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time, and will be deemed to have been given when sent to the Boone County Sheriff and/or the Boone County Jail, 2121 County Drive, Columbia, MO 65202; facsimile: 573.874.8953; email: khoskins@boonecountymmo.org.
- 3.19.16 Other Contracts and Third-Party Beneficiaries: The parties acknowledge that the contractor shall not be bound by or be aware of any other existing contracts to which either the Boone County Sheriff or Boone County are a party and which relate to the provision of healthcare to detainees at the Boone County Jail. The parties agree that they have not entered into the contract for the benefit of any third person(s) and it is their express intention that the contract is intended to be for their respective benefits only, and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 3.19.17 Severability: If any provision of the contract, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of the contract shall continue unaffected in full force and effect. The parties shall negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 3.19.18 Subcontracting: In order to discharge its obligations hereunder, the contractor may subcontract services including, but not limited to, pharmaceutical services, biomedical waste disposal, and mobile services.
- 3.19.19 Excused Performance: In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

3.19.20 Further Acts: The County and the contractor shall agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of the contract.



4. PROPOSAL SUBMISSION INFORMATION

4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies**. The offeror should also include an **electronic copy of the proposal on a removable storage drive**.

a. The offeror must submit the proposal to:

Boone County Purchasing Department
Attn: Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on July 26, 2019**. Proposals will not be accepted after this date and time.

4.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County must govern.

4.2 ORGANIZATION OF PROPOSAL:

4.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact

on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.3 OFFEROR'S CONTACTS WITH PURCHASING:

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

4.4 VALIDITY OF PROPOSAL RESPONSE:

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

4.5 EVALUATION OF PROPOSALS

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) must use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience, expertise and reliability, proposed methodology, and contractor support.

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Page, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. The County is not obligated to obtain information necessary for evaluation from the vendor. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

4.5.3 After an initial evaluation process, a question and answer interview may be conducted with the offeror, if deemed necessary by the County. In addition, the offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost must be at the offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct

negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.5.5 Evaluation of the Vendor's Experience, Expertise and Reliability: Experience, expertise, and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP and outlines the expertise of key personnel who will be assigned tasks to perform for Boone County.

- a. Qualifications Statement/References/Certifications/Licenses: The offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.
- b. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience and include any certifications. Indicate professional staff training history. Indicate professional staff experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
- c. Name other businesses or preferably any government agencies/municipalities for which the vendor has provided similar services in the last three (3) years and provide a current contact name, email address and phone number for each account.
- d. The offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the offeror's business. If not submitted with the proposal, the County reserves

the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.5.6 Evaluation of the Vendor's Proposed Method of Performance and Contractor Support: Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP including the method of performing the Scope of Work including provision of on-going contractor support. Therefore, the offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. However, the offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc. the requirements will be satisfied.

4.5.7 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

5.1. PRICING:

The vendor must submit a total firm, fixed price per detainee per day for provision of medical services for all options identified below. The pricing below must cover all costs of providing medical service as specified herein. No other pricing will be paid by the County

The per diem price charged shall be based on the monthly ADP detainee census count or actual count, whichever is greater.

<u>LINE</u> <u>ITEM</u>	<u>MEDICAL SERVICES</u>	
----------------------------	-------------------------	--

*****Per Diem Per Detainee ADP Census Pricing*****

Basic:

Medical Services Per Diem Per Detainee

For provision of medical services as defined herein including 168-hours/week nursing coverage of which 40-hours is RN service/week, and 40-hours/week QMHP staffing for the contracted ADP of 211 detainees.

5.1.1 \$ _____ Per Diem Per Detainee

Medical Services Per Diem Per Detainee, +40 RN/40 QMHP

For provision of medical services as defined herein including 168-hours/week nursing coverage plus an additional 40-hours RN service/week, and 40-hours/week QMHP staffing for the contracted ADP of 211 detainees.

5.1.2 \$ _____ Per Diem Per Detainee

Medical Services Per Diem Per Detainee, 80QMHP

For provision of medical services as defined herein including 168-hours/week nursing coverage of which 40-hours is RN service/week, and 80-hours/week QMHP staffing for the contracted ADP of 211 detainees.

5.1.3 \$ _____ Per Diem Per Detainee

Medical Services Per Diem Per Detainee, + 40 RN/80QMHP

For provision of medical services as defined herein including 168-hours/week nursing coverage plus an additional 40-hours is RN service/week, and 80-hours/week QMHP staffing for the contracted ADP of 211 detainees.

5.1.4 \$ _____ Per Diem Per Detainee

*****ADP Adjustment Price – Applies to Any of the Above Pricing Options*****

County Detainees ADP Adjustment Price Per Diem Per Detainee:

When the actual ADP for the quarter falls above or below the contracted ADP of 211 detainees per day per quarter, quote a firm, fixed per detainee per diem price to be applied only to the number of County detainees above or below the ADP for the quarter.

5.1.5 \$ _____ Per Diem Per Detainee, ADP Adjustment

*****Non-County Detainee Price – Applies to Any of the Above Pricing Options*****

Non -County Detainee Price Per Diem Per Detainee:

Quote a separate per diem per detainee price for Non-County detainees to cover the costs of incidental medical expenses.

5.1.6 \$ _____ Per Diem Per Non-County Detainee

5.2 Vendor’s Experience, Expertise and Reliability:

The evaluation of the vendor’s proposed experience, expertise, and reliability must be subjective based on the ability of the vendor to perform the requirements stated herein. Therefore, the vendor should present detailed information regarding their experience and reliability. The following information should be provided by the vendor in order to assist Boone County in evaluation of the vendor’s experience and reliability. The County reserves the right to use this information, including information gained from any other source, in the evaluation process.

Failure to submit requested information may negatively impact the evaluation of the proposal. The County is under no obligation to obtain information from the vendor not submitted with the proposal that may impact the subjective evaluation of the vendor’s proposal.

5.2.1 Company History:

The vendor should describe in the available space the company’s background in provision of medical services to County jails like the Boone County Jail. Also identify when the company was founded, and how long the company has been serving the national and Missouri market, etc:

5.2.2 Professional Standards

Describe all professional organizations and standards the vendor adopts and integrates into provision of jail-based medical services:

5.2.3 Vendor's References:

Provide at least three (3) references for whom the vendor has performed detainee medical services in the past twelve (12) months:

- **Reference 1**

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Medical Services Furnished: _____

Availability of Reference: _____

=====

- **Reference 2**

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Medical Services Furnished: _____

Availability of Reference: _____

=====

- **Reference 3**

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Medical Services Furnished: _____

Availability of Reference: _____

Personnel Expertise Summary:

5.2.4

Expertise of **key personnel**, i.e., at minimum, the LPN, RN, Medical Practitioner, and Qualified Mental Health Professional, who will be assigned tasks as defined herein will be considered in the subjective evaluation of proposals. The vendor should identify the names and provide a brief description of the background, including educational degrees and certifications, of key personnel who will be assigned as key contact personnel for the County in administering the contract. Identify the title the staff person will be assigned under the prospective contract and emphasize the expertise the person brings for consideration.

Organizational Chart - In addition, the vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel. The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.

(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	

(Title)	
2. _____	
(Name)	

(Title)

3. _____
(Name)

(Title)

4. _____
(Name)

(Title)

5. _____
(Name)

(Title)

Copy for additional space

5.3 Performance Methodology:

The offeror should provide the following information regarding the proposed approach to provide medical services to the Boone County Jail:

5.3.1 Describe the general manner in which the vendor proposes to provide general medical services to the Boone County Jail.

5.3.2 Description of Vendor's Nursing Staffing:

The vendor should address how the vendor proposes to provide nursing coverage a minimum 168-hours per week:

5.3.3 Description of Vendor's Practitioner or Mid-Level Practitioner Staffing:

The vendor should address how the vendor proposes to provide on-call 24X7 practitioner or mid-level practitioner coverage to the Boone County Jail:

5.3.4 Mid-Level Practitioner:

If the vendor proposes to provide a mid-level practitioner in lieu of a physician, elaborate on the skill set and experience the vendor will require when assigning a mid-level practitioner:

5.3.5 Qualified Mental Health Professional:

The vendor should address how the vendor proposes to provide qualified mental health professional coverage a minimum 40-hours per week:

5.3.6 Outside Medical Care Protocol:

The vendor should address their protocol for using outside medical care providers with a focus on how they communicate and authorize service. Respond to this particular scenario: An inmate is transported to a local hospital complaining of chest pains. When in the ER, the inmate complains of hip pain. How does the vendor address this case with the hospital staff:

5.3.7 Medical Cost Containment:

The vendor should address their protocol and standard operating practices that address medical cost containment with delivery of necessary medical care to the inmate:

5.3.7 Single Point of Contact Information:

Provide the contact name, phone number and e-mail for the primary contact person who will be the Single Point of Contact for the Boone County Jail regarding medical service issues:

Name:

Address:

Phone Number:

E-Mail:

5.3.9 Reports and Record Keeping:

The vendor should submit samples of its routine reports regarding daily medical unit operations. In general, the vendor should address its record keeping practices and address what reporting it can make available to the County:

5.3.10 Subcontractors:

If the vendor intends to subcontract any part of specified performance tasks to any subcontractor then the vendor should describe any subcontractors by name, location and task that the subcontractor(s) will perform:

5.3.11 Other:

Describe any other features of the vendor's proposed medical service program that would be beneficial for the County to know in order to evaluate the potential the vendor's service may bring to the County:

CERTIFICATION REGARDING LOBBYING

(The vendor should complete and return with the proposal)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

(The vendor should complete and return with the proposal)

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Liz Palazzolo
Senior Buyer



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the vendor completed when enrolling. The link for that form is:
<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:
<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If the vendor is an Individual/Proprietorship, then the vendor must return the attached *Certification of Individual Bidder*. On that form, the vendor may do **one of the three options** listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If the vendor chooses option number two, then the vendor will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Options

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents but provide an affidavit (*copy attached – see following page*) which may allow for temporary 90-day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification must terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))
- see previous page -

State of Missouri)
)ss
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
(573) 886-4392 Fax: (573) 886-4390
E-Mail: lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID

If the vendor does not wish to respond to this bid request but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail, e-mail or fax.

Bid: RFP #06-26JUL19 - Medical Services – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this **MUST** be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

ATTACHMENT ONE

Contractor Background Screening Policy

As a normal business activity, Missouri law enforcement agencies may contract with external companies to perform various duties for their agency. Any personnel working for a contractor, and who has access to criminal justice information is required to pass a background check prior to beginning work on the contract. In an effort to better streamline this process for contractors performing work at more than one Missouri law enforcement agency, the Missouri State Highway Patrol has implemented a program to manage these background check files centrally. This allows contractors to perform fingerprint checks and complete security awareness training requirements one time rather than with each contracting agency.

This background check will include, but not be limited to, state of residency and national fingerprint-based record checks. If the proposed candidate lives outside the United States or is a non-US Citizen, further steps may need to be taken. The MSHP Security Unit can provide more details regarding this process upon request. Qualification to work on contract will be based upon the following criteria:

- A felony conviction or guilty plea will be an automatic disapproval of the candidate.
- Any conviction whether misdemeanor or felony, involving violence, crimes against children, and all sexual crimes regardless of timeframe will be an automatic disapproval of the candidate.
- Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.
- Any other misdemeanor convictions and guilty pleas may be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.

For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company, if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.

Contractors will be required to undergo a background check at a minimum once every five years. To maintain up-to-date files, the MSHP Security Unit will perform name-based checks every two years or when a new contract is executed whichever is more frequent. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.

The CSO or their designee will maintain a list of contractors who have been approved to work at the Missouri State Highway Patrol or other Missouri Law Enforcement Agencies.

If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five-year limit.

The CSO for the Missouri State Highway Patrol has the right to approve or disapprove any candidate and has the right to revoke a candidate's approval at any time.

ATTACHMENT TWO



Department of Public Safety
MISSOURI STATE HIGHWAY PATROL
Colonel Sandra K. Karsten, Superintendent



An
Internationally
Accredited
Agency

Eric R. Greitens
Governor

Charles A. (Drew) Juden
Director

Date

Name

Company

Address

Address

Dear :

This packet contains information and documents that will help you complete the process to become compliant with two of the major FBI CJIS Security Policy requirements for contractors/vendors. In lieu of performing background checks and security awareness training with each agency your organization does business with in the State of Missouri, the Missouri State Highway Patrol (MSHP) CJIS Security Unit has developed a process to centrally manage the fingerprints and security awareness training for vendors/contractors. This will allow other agencies within Missouri to refer to the MSHP during audits for those specific policy requirements. Even though the MSHP is managing those two items, your company will be required to abide by any additional policies and procedures required by the agency with which you execute a contract.

Each employee from your company who requires unescorted physical and/or logical access to criminal justice information is required to undergo a fingerprint-based background check. To complete this process, please return the completed fingerprint cards, along with a check to cover the appropriate processing fees to the address listed below. Incomplete or partial documentation will not be processed.

Please provide the following documents for each employee requiring access:

Submit completed Fingerprint Card

Under Employer and Address – must indicate Company Name

Under Reason Fingerprinted – must indicate Contractor

Under ORI – must use MOMHP0070

Criminal background check fee of \$32.00 per applicant

Please remit payment for processing by check or money order payable to the "Criminal Record System Fund" of the Missouri State Highway Patrol. All documentation, including payment, must be returned to:

Missouri State Highway Patrol
Criminal Justice Information Services Division
Attn: Accounting Unit, Nikki Wrinkles
1510 East Elm Street
Post Office Box 9500
Jefferson City, MO 65102-9500

Also included is a copy of the Contractor Background Screening Policy. This policy provides further guidance on the background screening process.

Upon the completion of the background check the Patrol will not release any information to the agency or to your organization in regards to the background checks. The Patrol will issue a response of either "Access Allowed" or "Access Not Allowed" for everyone. The Patrol will maintain a list of accesses allowed employees for your company.

Finally, FBI CJIS Security Policy section 5.2 requires that all personnel with physical and/or logical access to criminal justice information complete security awareness training and renew that training biannually for the duration of the contract. The MSHP has purchased a solution to provide and track this security awareness training for all your employees via the www.cjisonline.com portal. Please contact the CJIS Security Unit at the number below to set up your agency in the CJIS online system.

If you have any questions, please feel free to call the CJIS Security Unit at 573-526-6153, x2658.

Sincerely,

CHRISTOPHER S. JOLLY, Captain
Criminal Justice Information Services Division

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