

GRUNDY COUNTY SHERIFF'S OFFICE

Ken Briley

Sheriff

Grundy County Jail

111 E. Illinois Ave. Morris, IL 60450

Phone (815) 942-6645 Fax (815) 941-3463

**Request for Proposal to provide Inmate Medical &
Mental Health Services**

REQUEST FOR PROPOSAL TO PROVIDE INMATE MEDICAL AND MENTAL HEALTH SERVICES
GRUNDY COUNTY JAIL

Sealed proposals will be received for inmate medical and mental health services. Sealed envelope must be clearly marked on the exterior "Grundy County Jail Medical Services Proposal" and contain eight (8) copies of the complete proposal with an original signature. No responsibility or liability will be attached to any County official, employee or agent for the premature opening or failure to open any proposal not marked according to this instruction.

Sealed proposals will be accepted until 10:00 AM, March 25, 2022 at the office of Sheriff Ken Briley, 111 E. Illinois Ave. Morris, IL 60450. At that time sealed proposals will be publicly opened and read aloud. Fax and electronic submissions will not be accepted.

Grundy County is requesting proposals from qualified proposers to provide medical and mental health services for the inmates housed in the jail facility. A contract will be awarded to the proposer who submits the best proposal in compliance with this RFP. The contract will be for two (2) years commencing May 2, 2022, with an option to renew for up to three (3) additional years based upon satisfactory performance. This RFP is being issued under the authority of the Grundy County Board. The Grundy County Sheriff will oversee all aspects of the selection process, subject to review and approval of the Grundy County Board.

Proposal documents are available at the Office of Sheriff Ken Briley, 111 E. Illinois Ave. Morris, IL 60450, and for inspection online at www.grundyco.org/proposals-and-rfp/. The proposer remains responsible for obtaining all addenda, which will be posted at the same website.

A proposal bond in the amount of not less than 5% of the total proposal will be required. Proposals may not be withdrawn or revoked for a period of 90 days after submission.

The County of Grundy reserves the right to reject any and all proposals and to waive technical errors or informalities in proposal.

Chris Balkema
County Board Chair

Section I
Request for Proposals (RFP)

Grundy County is requesting proposals from qualified proposers to provide medical and mental health services for the inmates housed in the jail facility. A contract will be awarded to the proposer who submits the best proposal in compliance with this RFP. The contract will be for two (2) years commencing May 2, 2022, with an option to renew for up to three (3) additional years based upon satisfactory performance. This RFP is being issued under the authority of the Grundy County Board. The Grundy County Sheriff will oversee all aspects of the selection process, subject to review and approval of the Grundy County Board.

Section II
Project Overview

The Grundy County Jail (GCJ) has a capacity of 63 inmates with 63 beds. The average daily population is 33 and the average length of incarceration is 72 days. Services to be provided include a comprehensive medical and behavioral health services program in which all inmates who request or are referred for service are assessed by a medical and/or behavioral health professional. Behavioral health assessment and treatment will include assessment of and treatment for mental and addiction disorders found in the current copy of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association, including Substance Use Disorders. In addition, the selected proposer will provide an "Initial Treatment Plan" for each inmate referred, based upon this assessment.

Commented [EW1]: Tanya can you get this info?

The selected proposer will supply all labor, materials and supplies necessary to perform the contract. The GCJ will supply an office area, computer, phone line, and access to fax and copy machines.

Significant dates to remember:

Solicitation/RPF Advertised:	February 9, 2022
Last date to submit questions:	February 21, 2022, 4:00PM CST
Last date for posting addenda:	February 23, 2022, 4:00PM CST
Deadline to Submit Proposals:	March 25, 2022, 10:00AM CST
Proposal opening:	March 25, 2022, 10:00AM CST
Anticipated Final Board Approval	April 12, 2022
Successful Proposer Notified:	April 13, 2022
Begin medical services at the facility:	May 2, 2022

Section III
Scope of Services

The selected proposer will operate and manage the delivery of healthcare services to inmates incarcerated in the Grundy County Jail (GCJ).

Commented [RV2]: To ensure BH is included and not just medical care.

All services provided must meet or exceed the standards of the Illinois Department of Correction Jail Standards.

The selected proposer will be responsible for maintaining all facility equipment used in providing medical services in good working order.

All employees of the selected proposer will be required to submit to a background investigation. Any employee, who for any reason, is deemed unsuitable to work at the GCJ will not be allowed to enter the facility.

The selected proposer will provide a minimum of sixteen (16) hours of coverage by a Registered Nurse or Nurse Practitioner per week that shall include two (2) sick calls by a licensed professional at the appropriate level to manage both medical and psychological sick calls. The selected proposer will provide a minimum of two (2) hours coverage by a licensed mental health counselor per week. The selected proposer will provide all supervision of staff through a primary physician assigned to manage medical staff at the GCJ. The physician will also be onsite a minimum of once (1) per week to sign orders and see inmates as needed. A medical practitioner shall provide training to correctional staff and address issues concerning pharmacy services or other contract services as well as attend quarterly meetings with the Facility Superintendent. The proposer will also ensure that the physician and/or medical practitioner are DATA 2000 Waivered. The physician shall be available at will to the Corrections Administrative Staff for consultation, limitation of liability, correctional medicine department design and management. Specific onsite days for the nurse and Doctor will be decided during negotiations.

Commented [MR3]: Telehealth should not substitute for on-site, but would be good if it was an option

Commented [RV4]: So far, no reference to accreditation standards or requirement to be Certified Corrections Health Professional....

Commented [RV5]: Recommend either defining minimum quality audit standards. Options: (one or several of following) a) incorporate via reference to accreditation standards; b) have respondents recommend regular quality reports they will provide, c) define minimum standards for them "to include at least the following" including potentially a schedule (you don't want all the audit reports at the end of year if there are more than one).

Commented [RV6]: Is this same timeframe for initial assessment? May wish to reference "comprehensive assessment" then outline domains, including MH, SUD, etc.

The selected proposer shall conduct a physical and medical history assessment for each inmate currently in custody within 10 days of taking over services at the GCJ. Assessments will be based upon the current and emerging community standard of care; with respondents responsible for sharing list/copies of any standardized/validated assessment tools used to determine inmate health needs.

The selected proposer shall assure the maintenance of all pertinent licenses and registrations. The proposer will provide access to (24/7) phone consultations with a physician. Additionally, for off hours emergencies that require an in-person assessment, the provider must be able to respond to the facility or be available for phone consultation with 1 hour.

Commented [RV7]: or medical practitioner?

Commented [RV8R7]: Recommend access to consult in a timely manner (w/in 3 hours or less?) be subject to an annual quality audit report (request for consult and how many (%) were within timeliness thresh hold.

The proposer will provide complete medical assessments on referrals from any custody staff, medical provider and/or administration (a) at the time of intake screening; (b) with the presence of active prescriptions at intake for any kind of medication; (c) any time there is a

Commented [MR9R7]: That is fair-obviously the facility should bring to ER if there is immediate need

medical emergency, including suicidal threats and behavior; and/or (d) upon assignment to a special needs status in accordance with national standards. The complete health assessment and ongoing care and management during incarceration will include the following:

Comprehensive health assessment. Based on the initial health screening, inmates in need of further evaluation for initiation or continuation of medication, diagnostic clarification, or who are otherwise complicated in their presentation, will receive a comprehensive health assessment by a professional, including, but not limited to, a baseline assessment, clarification of clinical history, suicide risk identification, behavioral health assessment (including psychiatric and substance use disorders), risk of withdrawal, etc. and referral to another prescriber when indicated, within fourteen (14) days of incarceration.

Progress notes. Progress notes will be written following any medical staff interaction with inmates and used by all medical personnel. Progress notes shall follow each other in sequential order and will be included in the medical chart.

Ongoing Care and Management. Inmates with a diagnosis of illness (whether accepting medications or not) will receive regular and ongoing follow-up throughout their incarceration by a medical professional.

Management Plans. A management plan shall be utilized to provide a coordinated approach to managing chronically ill or difficult to manage individuals. It will be initiated when clinically indicated to assist in managing a symptomatic individual.

Case management Services. Case management services will be provided to inmates who are preparing for release and are in need of assistance connecting to external providers and resources. Care coordination expectations include, at a minimum, information and referral including exchange of appropriate healthcare and health history information with appropriate consents and releases; participation in integrated care and transition planning and case staffing to support successful referrals and transitions of care; participation in and monitoring of written care coordination and referral agreements (MOUs, etc.) to ensure continuous quality improvement of care coordination and transitions of care for inmates (prioritizing those with the most complex healthcare needs).

Pharmacotherapy. All new inmates with a documented, active medication prescription who have been adherent with that medication immediately prior to entering the facility, can be allowed to have those medications continued, based on verification with the pharmacy and confirmation by the primary physician for the facility, including medications for the treatment of opioid use disorder (MOUD). Medications used primarily for a sleep aid or prescribed during active substance abuse, other than medications for the treatment of substance abuse, may be discontinued by the facility physician/prescriber. Additionally, any inmate at any time that is determined to need medication(s) to be safely managed in the facility will be offered appropriate medication treatment, including MOUD.

Commented [RV10]: Candidate for chart audit. Minimally, recommend including that progress notes include reason for contact and whether/how it aligns w/ treatment plan/treatment plan goals (referenced above); including if/how/whether the contact triggers and update to the treatment plan.

Commented [MR11]: No EMR? Paper is ok?

Commented [RV12]: I've got some sample language RE: chronic disease registries and management - may be too much, but for reference/consideration:

The provider health care team will be responsible for managing the jail population utilizing the following principals and tools:

- a. Continuous risk stratification of the population using a combination of real-time metrics, disease states, and analytics reflecting retrospective utilization of on-site services and cost and utilization of off-site services
- b. Identification of chronic diseases/chronic disease registries
- c. Reporting of process and outcome measures for chronic disease and preventive care
- d. Team-based care with the following features, among others:
 - 1) Stable, consistent teams consisting of general and psychiatric health providers, nursing, medication staff, mental health clinicians, Substance Use Disorder (SUD) counselor, and health administrators
 - 2) Daily (weekly? Periodic?) team huddles to prioritize team efforts to proactively manage prisoners with the highest immediate risk
 - 3) Integration of care planning between behavioral health and primary care, including primary care management of psychotropic medications for stable patients, under consultation with psychiatry
 - 4) Use of mental health clinicians and evidence-based screening tools for substance use disorder, depression and anxiety in primary care to address behavioral health components of chronic care management and outcomes
 - 5) Scheduling that accommodates same-day access for prisoners at real-time high risk
 - 6) Team-based case management for prisoners with complex needs and/or high-risk status
 - 7) Assignment of persons with high acuity mental health needs to a general health, psychiatric and behavioral health clinician
 - 8) Integration of treatment of Substance Use Disorders into general and behavioral health workflows for all treatment and care planning

Commented [RV13]: I think this should do it for case management services and transitions and seemed like most appropriate spot. The detail of same, including any performance indicators would be included in contract language. Key issues:

- Information exchange
- Case staffing/planning
- Written agreements that are monitored and updated

Commented [MR14]: Controlled substances must be secured separately from other medication.

Inventory Control. The selected proposer will provide the Facility Superintendent with an inventory of medications on a weekly basis.

Inmate Medical Grievances. Any inmate grievances filed concerning healthcare services will be signed and dated upon receipt by medical staff. All grievances will be answered, in writing, within five (5) business days of receipt by medical staff, with copies given to medical records, facility Superintendent and the inmate who filed the grievance.

Commented [MR15]: Healthcare

Commented [MR16]: healthcare

Commented [RV17]: Likely candidate to add as audit report (referenced above).

In addition to the treatment arm of the service to be provided, the proposer must demonstrate that it has an established a Quality Improvement/Assurance Program with policies, education and training programs that build upon this commitment.

Commented [RV18]: Love this. Do you also want the respondents to provide copy of QI Policies/Training programs? Do you want to request/review any published clinical guidelines, including for psychiatric, SUD/OD and withdrawal management?

Commented [RV19R18]: Recommended.

Commented [MR20]: How much? Weekly? Monthly? put together and maintain a training scheduled

Furthermore, the proposer must provide annual training of correctional staff as part of the total package. Training will include, but not be limited to, the areas of suicide risk factors, blood borne pathogen exposure control, signs of trauma, SUD, OUD, harm reduction/OD prevention, assessment of withdrawal, excited delirium, behavioral health, completion of the Medical Assessment Record (MAR), and when to refer for an evaluation. The training should include a post-test, evaluation process and be offered on a recurring annual basis.

Commented [RV21]: SUD/OD? Harm reduction/OD prevention? Assessment of withdrawal.

Commented [RV22R21]: Recommend adding these.

Sexual Assault/Prison Rape Elimination Act (PREA): The proposer shall work cooperatively with the Sheriff and correction officials and adhere to all policies and procedures of the Prison Rape Elimination Act (PREA).

Section IV General Instructions

A. Administrative Information:

1. This RFP is issued on behalf of the Grundy County Board by:

Chief Deputy Eric Werden
Grundy County Sheriff's Office
111 East Illinois Ave.
Morris, IL 60450
Phone (815) 941-3191
Email ewerden@sheriff1.com

2. This request for proposal consists of the following items:

Section I.	Request for Proposals (RFP)
Section II.	Project Overview
Section III.	Scope of Services
Section IV.	General Instructions
Section V.	Proposal Response

- Section VI. Evaluation and Selection
- Section VII. Contract

It is suggested that this package be inspected to ensure that all of the above items are included. Any missing portions can be obtained from the GCJ at any of the above-mentioned contact listings.

3. It is extremely important that all portions of this RFP be completed as professionally as possible. An incomplete or uncoordinated submission can only be judged as indicative of the proposer's capability and professionalism. If there are any deviations from the RFP requirements, please indicate so in writing.

4. Proposers requiring clarification or interpretation of the RFP shall submit such requests via email. Proposers who find any ambiguity, inconsistency or error in the RFP are requested to notify Chief Deputy Eric Werden via email at ewerden@sheriff1.com and must include the following in the subject line "Grundy jail medical RFP question". Phone calls will not be accepted. Any such request or notice will be made no later than **4:00pm on February 21, 2022**. Any supplements, interpretations, corrections, or changes to the RFP will be made by written addendum available at www.grundyco.org/proposals-and-rfp/. The last date an addendum will be posted is February 23, 2022 at 4:00PM. Supplements, interpretations, corrections, or changes to the RFP made in any other manner will not be binding and proposers shall not rely upon such supplements, interpretations, corrections, or changes. Answers will not be provided outside published addenda.

B. Proposal Submittal

Eight (8) copies of the complete proposal, including all other documents required to be submitted with the proposal, shall be enclosed in a sealed envelope or container clearly marked on the outside:

"Grundy County Jail Medical Services Proposal"

No responsibility or liability will be attached to any County official, employee or agent for the premature opening or failure to open any proposal not marked according to this instruction. The proposal form containing project costs shall be included in a separate, sealed envelope.

C. Submittal Deadline

In order to be considered for purposes of evaluation and contract award, all proposals must be actually physically received by March 25, 2022 10:00AM according to the clock in the office of the Sheriff's Secretary at the Sheriff's Office located at:

Commented [MR23]: I am sure it is here, but are there qualifications for having provided correctional healthcare?

111 East Illinois Ave. Morris, IL 60450

D. Proposal Opening

All proposals will be opened at 10:00AM on March 25, 2022, and evaluated by the Sheriff, his designee and the Grundy County Law and Justice Committee with a recommendation to the County Board.

Proposals received after the stated date and time or not in substantial compliance with this RFP will not be considered for evaluation or award of contract.

E. Modification or Withdrawal of Proposal

A proposal may not be modified, withdrawn or cancelled by the proposer for a ninety (90) day period following the time and date designated for the receipt of proposals and proposer so agrees in submitting the proposal.

Proposals submitted prior to the designated deadline may be withdrawn only by notice to the County at the place designated for receipt of proposals. Such notice shall be in writing and shall be signed by the proposer's authorized representative.

Withdrawn proposals may be resubmitted up to the time and date designated for receipt of the proposals, provided that they are then fully in compliance with the RFP.

F. Submittal Costs

The cost of submittals and any other expenses related to this RFP, including travel for interviews or inspections shall be entirely the responsibility of the proposer. Under no circumstances will Grundy County be responsible for those costs and expenses.

Section V
Proposal Response

The submitted written proposal must utilize the following format and content detail. All proposals are to be typed on 8 1/2"x11" paper. Each of the following required sections are to begin a new page and be separately tabbed. Each page shall be numbered in sequence. Eight (8) copies will be required.

A. Title Page

The name and signature of the authorized representative of the submitting company as well as his/her address and phone number must be provided. The proposal will also be dated on this page.

The signature of the authorized representative will signify the proposer's agreement and compliance with all requirements set forth in the RFP. The signature will also certify the proposer's acceptance of and responsibility for the following:

1. All data presented in the proposal is accurate and complete.
2. Acknowledgement that the proposer has read and understands the RFP and that the proposal is made in accordance with the contents of the RFP, unless otherwise noted in the proposal.
3. The proposal and the prices contained in the proposal shall be valid for ninety (90) days after the submittal of the proposal.
4. The cost of submittals and any related expenses, including travel for interviews or inspections, shall be entirely the responsibility of the proposer.

The discovery of any significant inaccuracy in information submitted by the proposer shall constitute good and sufficient cause for rejection of proposal.

B. Table of Contents

A listing of all major and sub-major topics and associated page numbers must be included.

C. Statement of Qualifications

Provide a brief explanation of why your organization is qualified to provide medical & mental/behavior health services for the GCJ. What makes your company stand out in the industry?

To be considered for award of this contract the proposer must have, as a minimum, the following qualifications:

1. The proposer must be organized for the purpose of providing correctional medical and mental health services and must have five (5) years previous experience in providing such services with proven effectiveness in administering large scale correctional medical and mental health services.
2. The proposer must have a proven ability for contract start-up by May 2, 2022.

3. The proposer must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.

4. The proposer must have adequate financial resources to establish a medical services program and maintain personnel and supplies to successfully perform the contract.

D. Company Background

Provide a brief history of the company including:

1. Number of years in business under the present name and any previous names.
2. Type of company; corporation, partnership, or other type of organization.
3. Names of officers of the company or regional executives in charge.
4. Address of the office where the contract will be administered.
5. Number of key employees available to perform the contract.
6. Number of permanent full-time key professional employees listed by professional classification. Include pay plan for assigned personnel.
7. List any sub-contractors you plan to use.
8. Submit annual company report and most recent financial statement.

E. List of Facilities or Institutions served/References

Provide a list of jails, facilities and/or similar institutions with whom the company is under contract for jail medical and mental health services. Provide a list of similar customers for which you provided medical and mental health services in the past and no longer have as clients. Explain the services provided for each facility or institution. In addition, please provide at least five (5) references, including names of clients, contact persons, project managers and their phone numbers. References should be from clients currently under contract with the company, as well as references from former clients no longer under contract which no longer receive services from you. Provide references for any contracts that have been terminated within the last five years.

Commented [MR24]: Definitely want to find out if they have been forced to give up contracts for cause.

Commented [RV25]: At least how many?

F. Medical Services Proposal

Provide a detailed description of the services you are proposing to provide. Submit a complete plan that details essential elements of how medical and mental health services, including Substance Use Disorder services will be delivered. The plan must be complete as it will be judged and will contribute to the evaluation of the proposal. Successful respondents will include a list and/or copies with proposal or on demand of clinical protocols and guidelines, including any validated assessment and screening instruments, for:

- Suicide Risk
- Behavioral Health Assessment, including mental health conditions and substance use disorders
- Withdrawal management and monitoring
- Co-occurring mental health and substance use disorders
- Integrated, team-based care for individuals with co-morbid physical and behavioral health conditions

Respondents should also describe how current and emerging community-based standards of care are monitored and used to update clinical practices and guidelines in jail healthcare services.

Commented [MR26]: Can use this opportunity with RFP to expect initiation and maintenance MAT

G. Project organization/staffing

Provide organizational charts showing the key personnel who will be responsible for the management of medical services and its oversight. Indicate the number of years each one has been employed with your company. Describe the role each will play in the administration of services. Provide resumes of the key personnel. Discuss their availability and capability to do the work. Provide copies of all required licenses for any staff (employees or third-party contractors) working on the project. GJC will be advised of any changes in the status of required state licenses for any staff member working on this project.

Commented [MR27]: Suggest they provide a proposed staffing schedule and ratio. If a provider cannot do that, stay away.

H. Insurance

At all times during the term of the Contract, the Proposer and its independent contractors shall maintain, at their sole expense, insurance coverage for the Proposer, its employees, officers and independent proposers, as follows:

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Worker's Compensation	Statutory- State of Illinois
Employer's Liability	
a. Each Accident	1,000,000
b. Each Employee Disease	1,000,000
c. Policy Aggregate Disease	1,000,000

Commercial General Liability	
a. Per Occurrence	1,000,000
b. General Aggregate	
1. Gen Aggr. Per Project	1,000,000
2. Gen Aggr. Products completed	1,000,000
Business Auto Liability	1,000,000
Medical Malpractice	1,000,000

The County of Grundy shall be named as co-insured on all certificates of insurance. Insurance certificates shall also reference this project name. The insurance carrier is required to notify the County of termination of any or all of these coverages prior to the completion of any contract, at least 30 days prior to expiration.

I. Fee Proposal

The fee proposal shall be submitted as one of the required sections of the proposal. The cost of compliance, if any, with legal requirements and all other state and federal statutes shall be included as part of the proposal. Be as clear as possible in detailing the financial proposal. The fee proposal shall include pharmacy, hospital, and emergency room costs.

Commented [RV28]: Does fee proposal include pharmacy costs?

Commented [MR29R28]: Critical! Hospital (ER) costs?

J. Sample Contract

Provide sample copy of proposer's standard contract for County review. The contract is to be supplied for informational purposes only, and is not binding to either party.

J. Exceptions

If your RFP includes any exceptions, proposer must insert an "X" in the following box indicating a submission with exceptions and provide separately a submission with noted exceptions.

This proposal included exceptions to the RFP:

Note: Exceptions are to be listed solely for the purpose of evaluating the proposal and should not be understood as acceptance of the exceptions by the County.

Section VI
Evaluation and Selection

A. Evaluation of Proposals

The County will evaluate the Proposers response and the extent to which it meets the requirements delineated in this RFP. All proposals submitted in response to this RFP will be scored based on the evaluation factors identified.

- Qualifications and Experience- 20 points

- Understanding and ability to meet and/or exceed the scope of service- 30 points
- Medical staff facility plan, including Correctional Staff Training programs – 30 points
- Completeness of proposal and responses to required information- 20 points

B. References

Based on the initial evaluation, references will be contacted for the top ranked proposers.

C. Interviews

Based on the initial evaluation, up to three (3) proposers may be invited to attend interviews on a date to be announced. Proposers selected for interviews will be notified as soon as possible. The Sheriff and the Law & Justice Committee will make a recommendation to the County Board based on the evaluation of the proposals and the subsequent interviews.

D. Negotiations

The County reserves the right to seek clarification of each of the consultant's proposal and the right to negotiate a final contract which is in the best interests of the County of Grundy, considering cost effectiveness and the level of consultant time and effort required for the project.

Contract negotiations with the prospective proposer shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing and performance.
2. A maximum, not-to-exceed contract price which is consistent

with the proposal and fair and reasonable to the County, taking into account the estimated value, scope, complexity and nature of the services.

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the next best ranked proposer. If the second, or if necessary, the third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated.

E. Selection

The County reserves the right, in its sole discretion, to:

1. Reject any or all proposals.
2. Cancel this procurement and/or reject any or all proposals if doing so would be in the best interest of the public.
3. Waive minor irregularities in the proposals received.

4. Accept all or any part of a proposal principle, subject to the negotiation of the final details.

Section VII
Contract

The final contract will be produced by the County and will consist of the County's standard requirements contract and the following contract documents:

- A. Scope of Services
 - B. This RFP
 - C. The selected proposer's proposal
 - D. Special provisions (as may be negotiated by the parties)
1. The contract shall have language that will allow Grundy County to terminate the contract for any material breach of the contract. A material breach is, but not limited to, the selected proposer's failure to provide adequate supervision to ensure compliance with policies, procedures, and work specifications detailed in the contract. Failure to correct or remedy these issues within ten (10) business days after written notice shall allow Grundy County to do the following:
 - A. Allow the proposer more time to correct or remedy the issue.
 - B. Terminate the contract immediately. The County may then re-proposal the contract.
 - C. Terminate the contract and seek any damages through the Illinois court system which the proposer will pay for any and all attorney costs.
 2. Automatic Termination. This agreement will automatically terminate on the occurrence of any of the following events:
 - A. Bankruptcy or insolvency of either party.
 - B. Sale of the business of either party.
 - C. Failure to comply with federal, state, or local laws, regulations or requirements.
 - D. Expiration of the agreement.
 3. Jurisdiction and Controlling Law

In the event of termination, Grundy County shall be obligated to reimburse the successful proposer only for those services rendered prior to the notice of termination, less any liquidated damages that may be assessed for nonperformance.

4. Dispute Resolution

In the event a dispute arises relative to any matter included in the terms or performance of this agreement, the Parties shall first require their authorized representatives to meet in good faith negotiations to resolve the issues in conflict. If the Parties are unable to settle the existing differences, then any and all court proceedings shall be held in the Circuit Courts of Grundy County in Morris, Illinois and the 13th Illinois Judicial District. In the event Grundy County is a litigant in proceedings relative to this Agreement and prevails, the losing party shall pay all of the attorney's fees and costs incurred by the County. Grundy County shall be the controlling jurisdiction for any legal matters. Illinois law will be the controlling law for any contract or work disputes. Any section of the contract declared null and void or unconstitutional by any court shall be removed from the contract and the remainder of the contract shall survive.

5. Indemnity

The Vendor shall, at all times, fully indemnify, hold harmless, and defend the County and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor, and its employees, or because of any act or omission, neglect, or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. The guarantees of this section shall survive the termination of this contract.

6. Non-Appropriation of Funds

This Agreement is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Agreement shall terminate without penalty or expense to the County of any kind whatsoever thirty (30) days after written notice of termination by the County.

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THIS DOCUMENT NOT USED FOR PROPOSAL

PROPOSAL SHEET

Proposer Information

Company Name: _____

Address: _____ County, State, Zip: _____

Contact Person: _____ Telephone: _____

Email: _____

PROPOSAL PRICE: Inmate Medical & Mental Health Services Grundy County Jail

The Proposer agrees to provide medical services for the detainees at the Grundy County Jail at the prices submitted below.

For purposes of evaluating proposals, the following computations will be used:

Total Estimated Lump Sum		\$

I certify that I am acting as an agent for the firm designated below and that the firm will provide the services to the County of Grundy as described herein for the amount specified above.

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Name of Authorized Representative

Title

Company Name

Street Address

County

State

Zip Code

(Area Code) Phone Number

AGREEMENT

THIS AGREEMENT, is made and entered into this ___ day of _____, 2022, by and between _____ (hereinafter called the "Proposer") having a principal place of business located at _____ and the County of Grundy, (hereinafter called the "Owner" or the "County").

RECITALS

WHEREAS, in consideration of the mutual promises of the parties set forth in the Contract Documents, the Proposer agrees to deliver all services in accordance with the Contract, properly cooked and in a timely manner, and the County agrees to pay for the services as set forth in the Contract Documents

The Contract Documents shall consist of the following listed documents, which are hereby made part of this agreement as if recited at length herein:

- 1) **Invitation for RFP**
- 2) **Proposal Sheet**
- 3) **Proposal Specifications**
- 4) **Addenda (if any)**
- 5) **Appendix A – Affidavits (Must be signed)**

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IN WITNESS WHEREOF, the Owner and the Proposer have executed this Agreement as of the date hereinabove first stated.

PROPOSER

Print Name of Proposer

BY: _____
Signature of authorized representative

DATE: _____

TITLE: _____

THE COUNTY OF GRUNDY, ILLINOIS

BY: _____
Chris Balkema, County Board Chair

DATE: _____

THIS DOCUMENT NOT USED FOR PROPOSAL

APPENDIX A - AFFIDAVITS

Section 1:

Business Status of Proposer

PROPOSER/APPLICANT:

Name: _____

Principal place of business _____

Address: _____

County, State, Zip Code _____

The Proposer is a:

Corporation Partnership

Limited Liability Company Sole Proprietorship

Other (please explain:) _____

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name

Address

County, State, Zip

The officers of the corporation are:

President

Secretary

Vice President

Treasurer

The Corporation is authorized to do business in the State of Illinois

Limited Liability Company

The state of registration is: _____

The registered agent of the Limited Liability Company in Illinois is:

Name

Address

County, State, Zip

The registered office of the Limited Liability Company in Illinois is:

Address

County, State, Zip

The managers and members of the Limited Liability Company are:

Name

Name

Address

Address

County, State, Zip

County, State, Zip

The LLC is authorized to do business in the State of Illinois

Sole Proprietorship

The address of the sole proprietor is:

Address

County, State

The sole proprietor transacts business in Illinois under the following assumed names: _____

THIS SECTION
INTENTIONALLY
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PROPOSAL RIGGING AND PROPOSAL ROTATING

Section 2: That in connection with this solicitation for quotes:

- a. The quote is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- b. The submitter has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the quote price of said proposer or any other proposer or to fix any overhead profit or cost element of such quote price or that of any other proposer or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- c. The quote is genuine and not collusive or sham;
- d. The prices or breakdowns thereof and any and all contents which had been quoted in this submission have not been knowingly disclosed by the proposer and will not be knowingly disclosed by the proposer directly or indirectly to any other proposer or any competitor prior to opening;
- e. All statements contained in such submission are true;
- f. No attempt has been made or will be made by the proposer to induce any other person or firm to submit a false or sham quote;
- g. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition.

Section 2a: NON-COLLUSION

- a. No officer or employee of the County of Grundy has a direct or indirect pecuniary interest in this quote.
- b. No officer or employee of the County of Grundy has disclosed to the proposer any information related to the terms of a sealed quote.
- c. No officer or employee of the County of Grundy has informed the proposer that the quote will be accepted only if specified persons are included as sub-vendors.
- d. Only the proposer will be entitled to the proceeds of the contract if this quote is accepted by the County of Grundy.
- e. This quote is made without the benefit of information obtained in violation of law.

Section 3: The undersigned further states that: (circle A or B)

- A. He is the person in the proposer's organization responsible
- B. within that organization for the decision as to the prices being quoted herein and that he has not participated, and will not participate, in any action contrary to paragraphs a through g in Section 2, above; and
- C. He is not the person in the proposer's organization responsible within that organization for the decision as to the prices being quoted herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs a through g in Section 2

- above, and as their agent does hereby so certify; and
- D. The undersigned certifies that the proposer has never been convicted for a violation of State laws prohibiting proposal rigging or proposal rotating.

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 5:The undersigned will publish a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- b. Specifying the actions that will be taken against employees for violations of this prohibition;
- c. Notifying the employees that, as a condition of their employment to do work under the contract with the County of Grundy, the employees will:
- i. Abide by the terms of the statement; and
 - ii. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- d. Establishing a drug free awareness program to inform the aforementioned company's employees about:
- i. The dangers of drug abuse in the workplace;
 - ii. The aforementioned company's policy of maintaining a drug free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug violations.
- e. Making it a requirement to give a copy of the statement required by Section 5 to each employee engaged in the performance of the contract with the County of Grundy and to post the statement in a prominent place in the workplace;
- f. Notifying the County of Grundy within ten (10) days after receiving notice under Section 5(C)(2) from an employee or otherwise receiving actual notice of such a conviction;
- g. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6, below;
- h. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- i. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements;

- j. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6: The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- a. Take appropriate personnel action against such employee up to and including termination; or
- b. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 7 The undersigned on behalf of the entity making the foregoing quote certifies that neither the undersigned nor the entity is barred from contracting with the County of Grundy because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The undersigned or the entity making the quote or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 8 This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Proposer may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled

or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the Proposer agrees:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of Section 3 residents or Section 3 Business Concerns (as determined by the US Department of Housing and Urban Development), as well as minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- g. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such sub-contractor. In the same manner as the other provisions of this contract, the Proposer will be

liable for compliance with applicable provisions of this clause by such sub-contractor; and further it will promptly notify the contracting agency and the Department in the event any sub-contractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any sub-contractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

For the purposes of subsection g of Section 8, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public Proposer and any person under which any portion of the public Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the proposer to receive payment under any award made under the terms and provisions of this proposal.

Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the proposer's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

In the event that this contract is subject to Executive Order 11246, Proposer certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit its employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

THE AMERICANS WITH DISABILITIES ACT

Section 9 As a condition of receiving this contract, the undersigned proposer certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the Americans with Disabilities Act.

Must be signed by authorized company representative and returned in sealed proposal:

NAME: _____

SIGNATURE: _____

TITLE: _____

Subscribed and Sworn to before me this ___ day of _____,
20____.

By: _____ Notary Public

-seal-

END OF DOCUMENT