

REQUEST FOR COMPETITIVE SEALED PROPOSALS

Health Care Services for Inmates and Detainees of The Delaware County Jail

DELAWARE COUNTY, OHIO

CONTRACTING AUTHORITY:

DELAWARE COUNTY BOARD OF COMMISSIONERS

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DELAWARE COUNTY SHERIFF

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1.0 Background and Nature of the Project

1.01 Glossary of Definitions, Terms, and Abbreviations

ACA: American Correctional Association

AUD: Alcohol use disorder

ADP: (Average Daily Population) refers to the average number of individuals incarcerated in an established time frame—typically a year, however a three year look-back is provided in section 1.03.

AED: Automated External

BRC: (Bureau Rated Capacity) refers to the number of beds available to house incarcerated individuals as determined by the Bureau of Adult Detention under the direction of the Ohio Department of Rehabilitation and Correction.

DCJ: Delaware County Jail

EMR: Electronic Medical Record

Health Care: All physical, dental, and mental health care, including, but not limited to, emergent; urgent; non-urgent episodic; chronic; palliative; scheduled; inpatient; residential; outpatient; referrals to other onsite professionals; offsite specialty referrals; modifications of specialty referral requests; and action taken on post-hospital, post-emergency room, or specialist recommendations.

HIPAA: Health Insurance Portability and Accountability Act of 1996, including all updates and revisions.

Incarcerated Individual: A person in custody of the DCJ, including a pretrial detainee, when the context is the individual generally and not related to the provision of health care.

Office: When capitalized, this refers The Delaware County Sheriff's Office. When set lowercase, it refers to other agencies or agencies generically.

Offeror: An entity that is proposing to contract for the services described herein. When referring to an individual, "Offeror" refers not only to employees of the entity, but also individuals or companies that work as Offeror's agents or sub-contractors, including temporary staff and medical providers that are hired or retained.

ODU: Opioid Use Disorder

LOS: (Length of Stay) refers to the average time of incarceration individuals in the facility are housed in an established time frame—typically a year, however a three year look-back is provided in section 1.03.

NCCHC: National Commission on Correctional Health Care

ODRC: Ohio Department of Rehabilitation and Correction

Physician: A licensed medical doctor (MD) or doctor of osteopathy (DO) authorized to practice in Ohio who can provide diagnosis, treatment, and medical management.

PREA: Prison Rape Elimination Act of 2003

RFP: Request for proposal (document issued by a jurisdiction describing the contracted services it is seeking to procure and soliciting proposals from interested vendors; some jurisdictions use terms such as request for information, request for quote).

RN: Registered Nurse

USMS: United States Marshals Service

Utilization Management: The evaluation of the appropriateness and medical necessity of health services, procedures, and facilities according to evidence-based criteria.

1.2 Delaware County Background

Delaware County was established in 1808 and is governed by a Board of three county commissioners. Delaware County measures 457 square miles and had an estimated population of 221,000 in 2023. Delaware County is comprised of three cities (Delaware, Powell and Sunbury) and portions of another three cities (Columbus, Dublin and Westerville); four villages (Ashley, Galena, Ostrander and Shawnee Hills); 18 townships (Berkshire, Berlin, Brown, Concord, Delaware, Genoa, Harlem, Kingston, Liberty, Marlboro, Orange, Oxford, Porter, Radnor, Scioto, Thompson, Trenton and Troy) and a portion of one township (Washington). Delaware County continues to be one of the fastest growing counties in Ohio. An elected County Sheriff serves as the chief law enforcement officer and has charge of the county jail.

54 percent of the County's adult residents have a bachelor's degree. Delaware County is the only county in Ohio where more than half its adult residents have a bachelor's degree. The median household income in Delaware County is \$116,284 and the average household income is \$161,060. Delaware County's poverty rate is approximately 5%. The rate of home ownership in Delaware County is 81.4 percent. The City of Delaware has been named one of the Best Places to Live in America twice by Money Magazine. The City came in at No. 71 in the nation in 2017 and No. 32 in 2020.

The County has earned the GFOA Certificate of Achievement for excellence in financial reporting for 32 consecutive years (through 2023). Delaware County maintains a AAA credit rating.

The Delaware County General Fund Budget in 2024 was \$143.8 million.

1.3 Delaware County Jail Background

The DCJ is a full-service facility as defined by Ohio Administrative Code, originally constructed in 1988, has undergone two major renovations—in 2005 and 2010—as well as additional smaller upgrades in 2013 and 2019. The County is actively planning further capital improvements to the facility in the near future. The DCJ houses both male and female adult inmates, but does not house juveniles. The facility includes a dedicated medical unit equipped with office space and storage to support healthcare operations.

There are two primary housing unit types within the facility:

- Single-cell linear units, used for maximum security and segregation populations.
- Dormitory-style housing units, designed to accommodate lower-custody inmates.

All housing units operate under an indirect supervision model, meaning staff monitor inmate activity from secure control areas rather than through continuous direct interaction within the housing areas.

The jail has a BRC of 284 inmates. Over the past three years, the ADP has been approximately 139 inmates. During the same period, the average LOS was 19 days overall, with misdemeanor offenders averaging 9 days and felony offenders averaging 34 days.

Delaware County has also maintained a contract with the USMS since 2012, housing federal inmates as part of its detention operations.

The DCJ was found to be in full compliance with the standards established by PREA following an audit by a U.S. Department of Justice-certified auditor in 2023. The facility achieved accreditation from the ACA in 2024, and plans to undergo a survey for accreditation by the NCCHC in late fall or early winter of 2025.

Under the leadership of the current jail administration over the past four years, the facility has passed all annual inspections conducted by the Ohio Bureau of Adult Detention with 100% compliance. Additionally, the jail has received no substantiated formal complaints during this period.

DCJ was one of the first facilities to offer Sublocade injections as a part of a comprehensive MAT Program for inmates with UOD. The program has expanded over the years and now utilizes Vivitrol for AUD.

The Office has a financial MOU with the Delaware-Morrow Mental Health and Recovery Services Board where Maryhaven (a local non-profit treatment provider) provides an onsite mental health clinician 40-hours per week.

The DCJ has full Wi-Fi connectivity throughout the facility. Sick call requests and grievances are submitted electronically through kiosks available in each living unit.

The DCJ maintains a contract with Language Line for 24/7 interpreter services.

The DCJ utilizes JailTracker as its jail management system and 4SightLabs Overwatch System for biometric monitoring on inmates with severe health conditions and/or suicide risks.

1.4 Purposes of the Request for Proposal

The Delaware County Board of Commissioners wishes to receive proposals from contractors to provide healthcare services for the Delaware County Jail. The County is seeking a contract with an initial term of three (3) years, with the availability for two (2) additional one (1) year renewable periods as approved by both Parties. Prices quoted in this proposal will be fixed for the first two years of the contract. The Offeror will quote a price for year three. Specifics related to healthcare services are further defined below, but this generally includes screening, assessment, treatment, care management, and all other health-related needs of incarcerated individuals, including, but not limited to, daily and routine care; coordination of on and off site medical services; medication management; care for chronic health conditions; dental services; urgent care for acute medical needs and mental health crises (e.g., suicidal ideation, psychiatric decompensation); recommended screening for infectious diseases; treatment for moderate to serious mental health conditions, to include cognitive, developmental, and other disabilities and conditions; treatment for substance use disorders; treatment for comorbid conditions; medical records management; and transition and reentry services including active transition planning and access to resources that will maintain or improve the patient's general well-being.

1.5 Desired Outcomes

Enter into a contract between a successful Offeror and Delaware County to deliver high quality inmate health care services that comply with the Ohio Administrative Code Standards for Jails in Ohio for Full Service Jails. The DCJ is accredited by the ACA, is

certified PREA compliant, and has applied for accreditation through the NCCHC and therefore, modeling administrative and clinical policies and practices after these nationally recognized standards is expected. In addition, the following criteria must be met:

- a. **PHYSICIAN SERVICES:** The physician shall be licensed to practice and in good standing in the State of Ohio. The physician shall provide administrative oversight to the medical department, weekly on-site clinical services, and provide 24-hour a day, 7 days per week, on-call availability. The physician shall serve as the Site Medical Director, and must have appropriate malpractice insurance. The physician will conduct physician sick call and appropriate chronic care clinics, oversee detoxification and infectious disease protocols and/or programs, to include medication-assisted treatment (MAT) programs, participate in quality assurance programs, concurrent utilization review, and policy and procedure development, as required by the County, and conduct administrative reviews of various clinical outcomes including a formal death review process in the event of an inmate death.
- b. **NURSING SERVICES:** Nursing services shall be available 24-hours a day, 7 days a week. A Registered Nurse shall be on site 7-days per week. Provide management of on-site nursing services. The Health Services Administrator or Nurse Manager must be an RN. Staff nurses must be RN's licensed to practice and in good standing in the State of Ohio. Nurses shall be responsible for and conduct all inmate medical and mental health screenings, conducting nurse sick calls, triage, medication management and administration, and records management. Nurses shall be responsible for administrative duties associated with provision of services, such as ordering of medications and supplies, scheduling outside medical and dental appointments, arranging onsite diagnostics and specialty care, sending and receiving medical records for continuity of care.
- c. **PHARMACEUTICALS:** Procure, store, handle, and administer pharmaceuticals and prescribe over-the-counter medications required for the treatment of the inmates of the Jail in compliance with all federal, state, and local regulations and NCCHC and ACA accreditation standards. Must have access or a contractual agreement with a pharmaceutical provider who can dispense and deliver in a timely fashion, as well as provide a local option for pharmaceuticals that are needed during a short-notice and/or urgent situation. If utilizing a formulary, there should be an established process for timely review of non-formulary requests for situations when a non-formulary medication is deemed clinically appropriate based upon recommendation of the physician. Pharmaceutical procurement and cost-effective purchasing shall be the responsibility of the Offeror, with expenditures subject to a defined cap. The County will assume financial responsibility for any costs exceeding this cap, and any unexpended funds shall be reimbursed to the County.
- d. **MEDICAL SUPPLIES:** Provide all durable and non-durable (disposable) medical supplies required for the treatment and care of all detainees in the Jail. Must provide medication carts and laptop or tablets necessary for EMR charting.
- e. **MANAGEMENT SERVICES:** Must collaborate in development of site specific policies and procedures, Standardized Nursing Procedures/Protocols, in-service training for medical and custody staff, peer reviews consistent with requirements outlined by ACA

and/or NCCHC, cost containment with full reporting and accountability to Delaware County, utilization management, complete and accurate medical records to include collecting and analyzing health statistics, continuous quality improvement, risk management, and HIPPA compliance.

- f. **CLINICAL NURSE PRACTITIONER:** As an additional option within this proposal, the County requests a quote for the provision of a part-time Clinical Nurse Practitioner (CNP), with either a psychiatric specialization or a minimum of two years of experience in mental health and addiction medicine, to support the Jail Physician in addressing medication-assisted treatment and mental health needs for up to 16 hours per week. The CNP would function under the direct supervision of the Medical Director, who will retain sole authority over all medical services at the facility, and would work in close collaboration with the Jail Physician and mental health clinician to ensure coordinated and comprehensive care. CNP must meet all licensure and supervision standards as required by Ohio law.
- g. **ONSITE MENTAL HEALTH CLINICIAN:** As an additional option within this proposal, the County requests a quote for the provision of a full-time (40-hour per week) mental health clinician licensed within and in good standing in the State of Ohio for mental health and substance abuse treatment. Services include screening for appropriate level of care, diagnostic assessment, counseling, case management, reentry planning, and crisis intervention, to include Health Officer Status in the instance Involuntary Hospitalization is necessary. The clinician would work in close collaboration with the Jail Physician and DCJ Programs Manager to ensure coordinated and comprehensive care. Telehealth options may be used to periodically supplement, but should not be routinely used during normal operations.

2.0 Calendar of Events and RFP Communications

2.1 Calendar

Advertisement of RFP	Mon. September 8, 2025
Mandatory Offerors Conference and Site Visit	Tue. October 7, 2025
Deadline for Submitting Questions	Fri. October 17, 2025
Proposal Due Date	Fri. October 31, 2025
Estimated Notice of Award	Mon. January 12, 2026

2.2 RFP Submittal Process

All proposals are to be delivered before **3:00 P.M., local time (ET), on Friday October 31, 2025** to:

**Delaware County Commissioners' Office
91 North Sandusky Street
Delaware, Ohio 43015**

Delaware County will not accept any proposals received after the date/time stated above, and shall request Offeror to make arrangements to retrieve late proposals. Delaware County shall not bear the responsibility for proposals delivered past the stated date or time,

or to an incorrect address by Offeror's personnel or by the Offeror's outside carrier. Offerors must submit one (1) completed and signed original and five (5) copies of the proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud. Proposals shall be submitted in a sealed, opaque envelope or box marked "Proposal Enclosed for RFP – Health Care Service for the Delaware County Jail."

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the Offeror and Delaware County. Delaware County shall have no liability whatsoever to any Offeror whose proposal is not accepted.

IT IS ABSOLUTELY ESSENTIAL THAT OFFERORS CAREFULLY REVIEW ALL ELEMENTS IN THEIR FINAL PROPOSALS. ONCE OPENED, PROPOSALS CANNOT BE ALTERED; HOWEVER, DELAWARE COUNTY RESERVES THE RIGHT TO REQUEST INFORMATION OR RESPOND TO INQUIRIES FOR CLARIFICATION PURPOSES.

Delaware County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. Delaware County reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the County. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the Contract. A sample contract is to be included with each response to the RFP. All proposals shall be valid for a period of 120 days from the submission date, unless withdrawn in writing by the Offeror.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP. Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal.

All materials submitted and accepted by Delaware County in response to this RFP shall become the property of Delaware County and will be retained by Delaware County in accordance with the Ohio Public Records Act and the Ohio Records Retention Act. The contents of the proposal are subject to the Ohio Public Records Act unless otherwise exempted by law. The Offeror should note within its proposal whether it considers any part of the proposal as proprietary or trade secret. Delaware County will attempt to keep, to the best of its ability, proprietary or trade secret material confidential, only to the extent permitted by law. Notwithstanding the foregoing, Delaware County shall have the sole discretion in determining whether any part(s) of the contractors' proposals contain information that is exempt from Ohio Public Records law.

2.2.1 Offerors Conference

On Tuesday October 7, 2025 at 9:30 AM, Delaware County will host an Offerors

Conference at the Delaware County Jail, 844 US Rt. 42 N, Delaware, Ohio 43015. The offerors attendance is mandatory. Delaware County feels that it is in the best interest of both Offerors and the County that all interested contractors attend the Offerors Conference to ask questions regarding the scope of this request for proposal and participate in a facility tour. Additionally, Delaware County will compile a list of attendees to be used for future communications regarding the RFP.

2.2.2 Inquiries/Communications

Delaware County will accept questions regarding the RFP only through the following email address: Nkarafa@co.delaware.oh.us and answers will be sent to those prospective Offerors that attend and register at the Offerors' conference required in Section 2.4.

The deadline for question submission is **Friday October 17, 2025 at 12:00 PM.**

Answers to questions should be returned by Monday October 20, 2025.

2.2.3 Communication Restrictions

From the release of the RFP until a contractor is selected, Offerors shall only communicate regarding the project in question with Delaware County officials or others working on the project through the email address designated for such purposes. Delaware County reserves the right to disqualify Offerors for such unauthorized communication, but Delaware County reserves the right to contact Offerors after receipt of proposals for clarification of any items within the proposal. Delaware County shall open any and all proposals received in a manner that prevents the disclosure of contents of competing offers to competing Offerors.

2.2.4 Changes to the Request for Proposals by Delaware County

Delaware County may amend specific sections of this RFP at any time during the submission process. Delaware County will furnish amendments to prospective contractors who attended the Offerors Conference. Should Delaware County issue an addendum to this RFP, the submission deadline may be extended, if appropriate, to accommodate changes made to the proposal.

3.0 Medical and Healthcare Service Requirements

3.1 The selected Offeror will be expected to provide the following medical and health care services to the Delaware County Jail at 844 U.S. 42 North, Delaware, Ohio 43015:

3.1.1 Offeror will provide a health care service program and arrange for all levels of health care, mental health care, and dental care to inmates and detainees housed at the Delaware County Jail 365 days a year (366 in a leap year), 24 hours a day, 7 days a week.

3.1.2 Offeror will adhere to the current edition of NCCHC Standards for Health Services (2018), PREA Prison and Jail Standards, Ohio Jail Standards, and the current ACA Core Jail Standards (2nd Edition) incorporating any updates contained in ACA Standards Supplements and ACA Standards Committee Meeting Minutes, and any

state-mandated correctional standards. If the relevant set of standards is updated, Offeror shall be required to adhere to the updated standards no later than six (6) months after their publication. Where the standards conflict with any other requirement in this RFP, Offeror shall adhere to the more stringent requirement.

- 3.1.3** Offeror shall adopt and follow DCJ's healthcare-related policy and procedures. Offeror may implement protocols that operationalize policy and procedures as long as they are consistent with DCJ's policy and procedures.

- 3.1.3.1** Offeror shall review healthcare-related policy and procedures annually.

- 3.1.3.2** During the life of the contract, Offeror shall recommend to the DCJ any modifications to healthcare policy and procedure that it deems necessary, based on its expertise, to address changes in conditions at the DCJ, changes in law, or changes in the practice of correctional health care.

- 3.1.4** Offeror will operate the health care program in a cost effective manner with full reporting and accountability to Delaware County.

- 3.1.5** Offeror will implement a written health care plan with clear objectives and site specific policies and procedures.

- 3.1.6** Offeror will maintain an open and collaborative relationship with the administration and staff of the Jail.

- 3.1.7** Offeror will maintain complete and accurate medical records and collect and analyze health statistics on a daily, weekly, and monthly basis as necessitated and appropriate.

- 3.1.8** Offeror will operate the health care program in a humane manner with respect to the inmates' right to basic health care services.

- 3.2** Offeror will provide on-site physician services with the physician acting as the Jail Medical Director. The Jail Medical Director shall serve as the clinical authority. The Medical Director shall work in conjunction with the on-site HSA.

- 3.2.1** Offeror will provide up to 9 hours per week of on-site physician services for the purpose of conducting doctor sick call.

- 3.2.2** Offeror will provide for on-call availability of a physician 24 hours a day, 7 days a week.

- 3.2.3** Offeror will provide funding for Drug Enforcement Agency (DEA) licensure for the jail physician as required for MAT programs.

- 3.2.4** Offeror will order medical diets whenever clinically necessary. Offeror and the DCJ agree to work collaboratively to design an offering of medical diets that meets the clinical needs of patients but minimizes the number of distinct diets.

- 3.3** Offeror will provide on-site nursing services 24 hours a day, 7 days a week.
- 3.3.1** Nurses shall conduct all nurse sick calls, all Inmate Pre-Screens, all Inmate Receiving Screens, and all Inmate Health Appraisals, within licensure scope of practice, in accordance with OAC, PREA, ACA, and NCCHC standards.
 - 3.3.2** On-site nursing staff will also, triage medical requests, coordinate off-site treatment and services, medication management and records management.
 - 3.3.3** Nurses will be trained on all policies, procedures, and protocols as related to the provision of healthcare in a correctional environment.
 - 3.3.4** Offeror will provide up to 308 hours of trained, on-site RN services, weekly.
 - 3.3.5** Offeror will provide the services of an RN 24-hours a day; 7 days a week.
 - 3.3.6** Offeror will provide additional, trained, on-site Registered Nurse services up to 40 hours, weekly. This position shall also operate as the Health Services Administrator (HSA) or nurse manager of the Delaware County Jail. On-call availability of the nurse manager shall be available 24 hour a day, 7 days a week.
- 3.4** Offeror will provide pharmaceuticals and prescribe over the counter medications appropriate for the correctional environment with a capped cost of \$180,000.00 annually.
- 3.4.1** The offeror will pay up to a total of \$180,000.00 annually, then the County will assume the costs. At the end of the contract year, any un-used portion of the cap shall be refunded to the County.
 - 3.4.2** Offeror must provide the ability to return unused pharmaceuticals.
 - 3.4.3** Offeror must have access to or a contractual agreement with a pharmaceutical provider who can dispense and deliver in a timely fashion, as well as provide a local option for pharmaceuticals that are needed during a short-notice and/or urgent situation.
 - 3.4.4** Medications issued to individuals upon release from the facility shall be limited to those prescribed for the treatment of serious or chronic health conditions and are necessary to ensure continuity of care. The Offeror shall provide release medications strictly in accordance with established Office policies and procedures.
- 3.5** Unless otherwise stated in this RFP, Offeror shall bear the costs related to at least the following:
- A. All durable and non-durable medical supplies required for the treatment and care of all detainees in the Jail facility.
 - B. Biohazardous and pharmaceutical waste management and disposal.
 - C. Transportation services, including, but not limited to, nonemergency ambulance, 911 ambulance, and airborne evacuation. This applies to inmates that have been

accepted into the facility and is not in relation to detained/arrested individuals who require a fit-for-confinement evaluation at the local ED prior to their acceptance into the Jail.

- D. Licenses, including, but not limited to, pharmaceutical, radiology, and dental activities, and Drug Enforcement Administration licensure.
- E. Onboarding or periodic drug testing for Offeror's employees or contractors.
- F. Medical evacuation ordered by DCJ staff if they believe, using the reasonable judgment of a lay observer, that time is of the essence, whether this occurs before requesting authorization from Offeror staff, or after Offeror staff has been notified of the situation but have declined to authorize evacuation.
- G. Offeror must provide medication carts and any laptop or tablets necessary to chart in an EMR.

3.6 Offeror will arrange for all on- and off-site medical and related services, including but not limited to, hospital services, laboratory, x-ray, consults, specialty services and emergency transportation services. The County will pay for all other healthcare related costs not listed herein.

3.7 Offeror shall manage and maintain all detainee medical records separate from the jail records of the jail detainee. Offeror will provide the Sheriff and/or the County Official with access to records and, upon request, provide copies.

3.7.1 Offeror will provide for utilization of an EMR or Electronic Health Record (EHR) and associated costs. EMR must interface with DCJ's Jail Management System.

3.7.2 Offeror shall provide a detailed explanation of their conversion plan and associated costs for any existing EMR data.

3.8 Offeror will provide required documentation of detainee medical care as required for the Jail to post detainee co-pay charges to detainee accounts.

3.9 Offeror will provide management services, including but not limited to, Cost Containment, Continuing Quality Improvement, Utilization Management, Risk Management, and HIPAA Compliance.

3.10 Offeror will provide analysis and reporting of medical statistics and overview of medical program on a time frame as established by the Offeror and/or the Sheriff.

3.11 Offeror shall adhere to all Delaware County Sheriff's Office security policies and procedures.

3.12 Offeror will provide on-site emergency medical treatment to detainees, jail staff and visitors as needed and appropriate, which includes CPR and First Aid. Emergency care will be provided until EMS personnel arrive to assume care.

- 3.13** Offeror will provide on-site medical care to any pregnant detainee as appropriate but will not be responsible for healthcare services provided to an infant following birth.
- 3.14** The County strongly supports the continuation of verified mental health medications when deemed clinically appropriate by the contracted provider and/or ordering physician. Additionally, if a mental health medication is not on the approved formulary list, the County supports the prescribing and use of an established, verified, and effective medication when deemed clinically appropriate by the contracted provider and/or ordering physician.
- 3.15** Offeror agrees to continue participation in the DCJ's Medication-Assisted Treatment (MAT) program. Details regarding prior experience with MAT program implementation and/or maintenance should be further explained within the proposal.
- 3.16** Offeror will provide all other healthcare services as medically necessary.
- 3.17** Offeror shall obtain oral or written informed consent consistent with community standards or the requirements of Ohio, whichever is stricter, when treating individuals in custody.
- 3.18** Offeror shall provide a detailed explanation of their transition plan, if selected.

4.0 Personnel

- 4.1** Offeror will carry appropriate insurance on its employee's products and property including general liability. Satisfactory proof of such insurance shall be provided to the DCJ.
- 4.2** The Offeror will provide a trained health service manager (HSA) with correctional health care service experience, or the equivalent, who will work on-site in conjunction with the Jail Director/designees as the responsible health authority. The HSA and all other employees of the Offeror will be subject to review and approval by the Sheriff's Office.
 - 4.2.1** The Offeror will adhere to all Equal Employment Opportunity (EEO) regulations applicable to the Sheriff's Office.
- 4.3** The Offeror and their employees or subcontractors shall comply with any quarterly Ohio Board of Pharmacy inspections, annual Fire, Health, USMS, and ODRC inspections, and all surveys and/or audits by the ACA, DOJ (PREA), and NCCHC with one hundred percent (100%) level of compliance.
 - 4.3.1** Any deficiencies discovered through the course of any inspections, audits, or surveys shall be remedied within the deadlines established by DCJ.
- 4.4** The Offeror shall be responsible for all management, insurance premiums and license fees, labor related costs, materials to include office supplies and postage, and uniforms for the Offeror's employees.
- 4.5** All Offeror's employees will be required to maintain proper grooming and hygiene.

- 4.6** Offeror personnel who enter the secure portion of the DCJ are required to undergo a background check by DCJ. Offeror personnel who primarily work onsite at the DCJ are required to undergo drug screening, a pre-employment medical examination, and annual re-examinations. The DCJ reserves the right to deny any employee access to the facility that does not meet established rules and regulations.
- 4.6.1** Failure to pass the background check or drug screening is not a justification for Offeror to fail to fill any position as required in this RFP.
- 4.6.2** TB screening will be required upon employment and annually thereafter. Written verification of the results of such examination shall be provided to the Medical Contract Liaison within seven (7) days of its completion.
- 4.6.3** DCJ reserves the right to conduct any additional background investigation at any time at its own expense.
- 4.6.4** If at any time during the course of their employment or contract engagement, an Offeror employee or contractor engages in conduct (either on or off duty) that, at the sole discretion of the Office, threatens the security or reputation of Office or would otherwise render that person ineligible for a security clearance, the DCJ reserves the right to withdraw that person's security clearance and shall immediately notify Offeror.
- 4.6.5** DCJ reserves the right, at its sole discretion, not to permit an individual on DCJ property based on results of a background check, drug screen, violations of any Office rule or code of conduct, or a DCJ or Offeror internal investigation.
- 4.6.6** The Offeror will provide the DCJ with a list of all proposed employees including names, current addresses, telephone numbers, and dates of birth and social security numbers. These will be used to conduct background and security checks at the cost of the DCJ prior to services being rendered.
- 4.6.7** An interview with proposed employees may be required by the DCJ prior to approval of hiring.
- 4.7** The Offeror shall maintain a properly selected and trained staff and shall insure that sufficient employees are present to deliver agreed upon services each day that the agreement is in effect.
- 4.8** Offeror agrees to honor and grant all paid time off earned but unused by employees of Facility's previous vendor for any individual who was an employee in good standing at the time the previous vendor's contract ends and who Vendor hires to work at Facility, whether or not there is a gap in employment.
- 4.9** The Offeror will be responsible for time and attendance accountability and provide appropriate records to the DCJ upon demand.

- 4.10** The employees of the Offeror shall report contraband, security, and safety issues as well as any reports of sexual abuse and harassment by any an inmate, staff, contractor, or volunteer. The employees of the Offeror will also be required to follow all the DCJ safety and security policies for contract employees and take direction from the Corrections supervisor in an emergency situation.
- 4.11** The Offeror's employees must attend orientation classes and training as conducted by the DCJ in accordance with the Ohio Jail Standards, ACA, PREA, NCCHC and other applicable regulations. DCJ is responsible for the cost of provision of the orientation and/or training. Vendor is responsible for compensating the individual for the time spent in orientation and/or training.
- 4.11.1** The Offeror will agree to send employees to any County training on PREA, safety, security, sexual harassment and/or other essential programming as reasonably requested by Delaware County at no additional expense to Delaware County.
- 4.12** In recognition of the sensitive nature of correctional institutions, the Offeror shall agree that in the event the Sheriff's Office, at its discretion is dissatisfied with any of the personnel provided under the contract they may give written notice of such fact and the reasons thereof to the Offeror and if the problem cannot be resolved, the Offeror shall agree to remove the individual about which dissatisfaction has been expressed and to cover with part time employees or other appropriate personnel until an approved replacement can be found. The Sheriff's Office agrees to allow the Offeror a reasonable amount of time to find a suitable replacement.
- 4.13** When any Facility leadership position or their direct supervisory position becomes vacant, Offeror shall (a) notify the Facility Contract Liaison within two (2) business days, (b) fill the position permanently within two (2) months of the vacancy, and (c) within one (1) week identify the individual who will fill that role in the interim.

5.0 Contract General Requirements

- 5.1** The Offeror shall provide a healthcare program for detainees of the DCJ to include, but not be limited to: arranging for all levels of health care, mental health care, and dental care, and assure quality, accessible and timely services for inmates.
- 5.2** Offeror will deliver high quality inmate health care services that comply with all applicable federal, state, and local laws and regulations and The Ohio Department of Rehabilitation and Correction (ODRC) Standards for Jails in Ohio for Full Service Jails, ACA, PREA, and NCCHC.
- 5.3** The Offeror will operate the health care program in a cost effective manner with full reporting and accountability to Delaware County.
- 5.4** Offeror shall ensure that all of its employees and contractors have at all times a valid license, certification, registration, or other required credential to legally and safely perform the clinical activity they are responsible for and are up to date on all legally required continuing education.

5.4.1 Offeror shall immediately notify the Medical Contract Liaison if Offeror discovers that any of its staff or contractors performed clinical activities under this contract when they did not have the required credentials or continuing education.

5.4.2 Offeror shall not engage any professional whose license, certification, registration, or other required credential limits or restricts their practice to a correctional facility.

5.5 Offeror will reimburse Facility for unspent staffing expense when positions are unstaffed. A position is unstaffed when an appropriately qualified individual is not performing the duties of that position. A position for which no one has been hired to fill the position and no one is temporarily filling the position is an example of an unstaffed position. Another example is the portion of a shift for which a full-time employed incumbent fails to report to work and for which no replacement reports to work for that period when the incumbent is absent. Unspent staffing expense is calculated as the sum of the hourly salary of the most recent incumbent in the vacant position plus the prorated hourly monetary value of benefits multiplied by the number of hours the position is unstaffed, or, if the most recent incumbent was a contractor, the hourly compensation of that contractor multiplied by the number of hours the position is unstaffed.

5.6 The Offeror shall maintain complete and accurate health care records, as well as, collect and analyze health statistics on a daily, weekly, and monthly basis as necessitated and appropriate.

5.6.1 Offeror shall immediately notify the Medical Contract Liaison of any requests for information from regulatory agencies, other government agencies, or parties acting on behalf of government agencies as well as Freedom of Information Act requests. Unless otherwise directed by the Medical Contract Liaison, Offeror shall comply, in accordance with local and federal law, with such requests in a timely manner, including, but not limited to, provision of data or other information, access to the physical plant, access to personnel, and access to patients. Offeror shall immediately notify the Medical Contract Liaison of any other requests for information or access from the media, the public, or other entities; this is not meant to apply to requests for clinical information about a specific patient from care providers or family members in accordance with HIPAA requirements.

5.6.2 Offeror shall make available to DCJ, at DCJ's request and at no cost, all clinical and business records, documents, data, and other materials relating to the direct delivery of health services to patients covered under the contract if the delivery of health services to a patient or patients is an issue in any public records request, claim, litigation, or complaint related to or against DCJ or Sheriff's Office, Offeror, or their agents, contractors, and employees as soon as possible, but no more than five (5) business days after receipt of such request.

5.6.3 Offeror shall make available to the DCJ or other entity as appropriate, at DCJ's request and at no cost, all clinical and business records, documents, data, and other materials relating to the delivery of health services to patients covered under the contract or the performance of this contract, for any purpose, including, but not limited to, monitoring of this contract by DCJ or its agents, any governmental or governmentally required oversight or audit, or any court-mandated or approved

monitoring as soon as possible, but no more than five (5) business days after receipt of such request.

5.6.4 Offeror shall ensure full cooperation and compliance with standard public records requests.

- 5.7** The Offeror shall operate the health care program in a humane manner with respect to the detainees' right to basic health care services.
- 5.8** The Offeror will adhere to rules and regulations and security practices as established by the DCJ.
- 5.9** Offeror will provide on-site 24 hour a day 7 day a week medical staff to conduct all Inmate Pre-Screens, Receiving Screens, and Suicide Screens on newly admitted inmates.
- 5.10** Offeror will administer appropriate medications daily, as outlined by the Ohio State Board of Nursing.
- 5.11** Offeror will provide staffing for Nurse and Doctor Sick Calls as outlined in OAC, ACA, and NCCHC standards.
- 5.12** Offeror will participate in any accreditation or certification audit or survey when one is scheduled by the DCJ and/or accrediting body.
- 5.13** Offeror shall ensure control and accurate accounting and inventory of all instruments, scissors, syringes, needles, scalpels, and other sharp tools for which it is responsible.
- 5.14** Offeror shall meet with the DCJ's Medical Contract Liaison and/or other designated Jail staff monthly and at other times as requested by DCJ to address the current state of the contract and performance.
- 5.15** When requested, Offeror will fully cooperate with and/or participate in the DCJ's administrative activities or projects affecting, involving, or otherwise related to health services. In recognition of the need for communication, coordination, and collaboration among all operations of the DCJ, if requested, Offeror will participate in DCJ management meetings, even if not directly related to the delivery of health care.
- 5.16** Offeror shall cooperate with any data sharing agreements that exist at the contract start date or are developed during the course of the contract between DCJ and other external partners
- 5.17** Offeror clinical staff will participate in all joint training exercises (e.g., man-down response, fire drill) scheduled by DCJ, including exercise debriefing. DCJ anticipates conducting such exercises no less frequently than once per quarter for each shift.
- 5.18** In the event that medical or office equipment is damaged due to negligence, the Offeror shall be responsible for any and all repairs.
- 5.19** Offeror shall maintain DCJ's current or future accreditation with NCCHC and ACA, limited to the standards of inmate healthcare services.

5.19.1 In the event Offeror fails to maintain accreditation, or the accrediting body issues a warning that accreditation is in jeopardy (e.g., "provisional" or "probationary"), Offeror shall cure the deficiency to the satisfaction of the accrediting body within the time frame established by the accrediting body.

5.19.2 If Offeror fails to cure the deficiency in that time frame, the Office will, at its sole discretion, impose one or more of the following: liquidated damages of up to a maximum of \$250 per day until the deficiency is cured to the satisfaction of the accrediting body; liquidated damages once in the maximum amount of no more than two-times the cost of the accrediting body's fees; termination of the contract.

5.19.3 In addition, Offeror shall be responsible for any additional fees charged by the accrediting body.

5.20 Offeror shall provide patients with education, at a minimum whenever a diagnosis is made, the status of a condition changes, there is an abnormal or unexpected test result or finding, or the patient requests education. The education may be oral or via another medium, as appropriate, and must be in a language the patient understands and at an appropriate level for their comprehension.

5.21 The offeror shall be subject to performance measurement and monitoring requirements established by the Office to ensure effective delivery of inmate healthcare services. The specific performance measures, reporting requirements, and evaluation methods will be determined and finalized during contract negotiations with the selected Contractor. The Contractor shall cooperate fully in the development and implementation of these measures and shall provide all necessary data, reports, and documentation as requested by the Office to assess contract performance and effectiveness.

5.22 In fulfilling the obligations and duties of the Contract, the Offeror shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act. The Offeror shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Offeror complies with all applicable federal and state non-discrimination laws. The Offeror shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

5.23 The Offeror agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The Offeror shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

5.24 The Offeror shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Contractor shall present to the County current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- B. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.
- C. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.
- D. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the County/DCJC, with coverage in an amount equal to that required by law and covering all sums which Contractor may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.
- E. The County must be named as "Additional Insured" on the policies listed in paragraphs B, C, and D above.
- F. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.
- G. All insurance shall be written by insurance companies licensed to do business in the State of Ohio.
- H. The insurer shall provide thirty (30) days written notice to the County/DCJC before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

- I. If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the County within seven (7) calendar days of change.
- J. During the life of the Contract, the County may require the Contractor to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.
- K. In addition to the rights and protections provided by the insurance policies as required above, the County shall retain any and all such other and further rights and remedies as are available at law or in equity.

5.25 The Offeror/Contractor shall act in performance of this Contract as an independent contractor. As an independent contractor, the Contractor and/or its officers, officials, board, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the County, or any other appointing authority of Delaware County, Ohio.

5.26 Any Contract as a result of this RFP shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

5.27 All proposals, appendices, forms, and other documents as completed and submitted to the County by the Contractor are hereby incorporated into this RFP and the Contract.

5.28 Any Contract resulting from this RFP shall incorporate the legal notice, this RFP and all of its appendices and attachments and this RFP and all of its appendices and attachments shall be a part of such Contract. Any written addenda issued by the County shall also be incorporated into and become a part of the executed Contract.

5.29 At any time, during regular business hours, with reasonable notice and as often as the County or their representatives may deem necessary, the Contractor shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, reports, documents and all other information or data relating to all matters covered by this Contract. The County or their representatives shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The Contractor, for a minimum of three (3) years after reimbursement / compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the Contractor shall contact the County in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

6.0 Sheriff's Office Obligations

- 6.1** The DCJ will provide adequate office and clinical space.
- 6.2** The DCJ will provide trash removal, pest control, and utilities including phone and internet.
- 6.3** The DCJ will provide adequate security for medical related services.
- 6.4** The Offeror shall bill monthly, and the Sheriff's Office shall pay such invoices in the ordinary course of business as quickly as possible.
- 6.5** DCJ will designate a Medical Contract Liaison. This individual or designee will serve as the primary route of communication between Vendor and the Jail.
- 6.6** The DCJ will provide appropriate access to information systems or other technological platforms utilized by the Office when necessary to share information and data relating to the delivery of health services to patients covered under the contract or the performance of this contract (e.g. Jail Management System (JMS); Policy platform (currently utilize Lexipol); Delaware County email).
- 6.7** The DCJ will provide adequate office furniture and three computer workstations, office supplies, fax machine, access to industrial shredder, and printer.
- 6.8** The DCJ will provide and maintain an adequate number of AED's for use in the facility.

7.0 Proposal Format

In responding to this RFP, offeror must address each of the format requirements detailed in this section. Offerors will submit proposals with tabs inserted to distinguish each section as detailed below.

7.1 Cover Letter

The Cover Letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. The Cover Letter shall provide a summary of the services to be provided and the name and telephone number of a contact person with authority to answer questions regarding the proposal. The letter shall also include the name and phone number of a contact person to be notified regarding contractual issues. Whenever possible, representatives within Ohio should be used.

7.2 Management and Organization

The offeror shall describe how it will manage the successful accomplishment of the goals, objectives, and timeline described in this RFP. The offeror shall list individuals vested with leadership responsibilities for the project, lines of reporting, accountability between contractor and Delaware County. Delaware County requires regular status meetings between the contractor and the Sheriff and/or DCJ personnel.

The offeror must include the relationships with all sub-contractors, with a clear indication of the roles and responsibilities of all parties providing materials or support services. Nevertheless, Delaware County will award the contract to one primary contractor, and subcontracting for the primary services is not permitted.

- 7.2.1** Offeror will provide a general history, description and status of the company including a certified copy of its most recent financial statement.
- 7.2.2** Offeror will submit an organizational chart including facility and relevant headquarters staff and that describes the authority and responsibility of each organizational leadership position that will be involved in management of this contract (staff wholly devoted to this contract and next-level leadership overseeing that staff). Offeror will confirm that all clinical decisions will be the sole province of health care professionals appropriately trained and licensed.
- 7.2.3** Offeror will describe the qualifications and credentials for the above leadership positions. Include any academic affiliations.
- 7.2.4** Offeror will provide the name and describe the qualifications of at least two incumbents in each of the above Facility-based leadership positions who, either currently or within the past three (3) years, serve(d) in these positions in facilities equivalent to ours where you provide health care.

7.3 Profile and Qualifications; Work Plan

- 7.3.1** Offeror will describe the plan for initial recruitment, ongoing filling of vacancies, and retention of key leadership and frontline positions. Include a description of recruiting resources, systems, and personnel.
- 7.3.2** List all claims or litigation initiated against your firm (bidding entity) and parent company if the parent company is also engaged in health care, a company that you were previously called, related corporate entities, or employees of your firm related to work performed under your contract with a correctional or detention entity in the past five (5) years. This would include, but is not limited to, claims made by individuals, the U.S. Department of Justice, the U.S. Department of Homeland Security, a state regulatory agency, or a disability advocacy organization. If applicable, include the identity of the court and case number, nature of the claim and the outcome (e.g., trial, settlement, amount paid, pending).
- 7.3.3** In the past ten (10) years, has any contract between your firm, or a company that you were previously called, and a correctional or detention entity terminated (voluntarily or involuntarily) before the natural expiration of contract? If yes, explain circumstances, including entity name.
- 7.3.4** Offeror will demonstrate medical services and will list at least five (5) name, address, title and telephone number of client contracts of similar size and type of institutions the Offeror currently operates for the past six (6) years.
- 7.3.5** Offeror will provide a list of all clients in Ohio (past or present) within the last six (6) years.
- 7.3.6** Offeror will provide a description of support services for correctional medical service.
- 7.3.7** Describe how you will coordinate care or exchange health information with other health care vendors or community resources/providers who are not employed by Vendor (and other than ER/urgent care or community hospital inpatient care addressed above) or data repositories, including, but not limited to, specialists to

whom you refer a patient consultation and/or specialized care; state the Department of Corrections or other detention or forensic facility to which the resident is being released from/transferred to; state vaccine database; state or community health information exchange.

- 7.3.8** Describe your systems and processes for ensuring that clinical professionals have onsite access to up-to-date clinical resource materials.
- 7.3.9** Offeror must have qualified and trained staff with sufficient back-up personnel and emergency staffing protocols to successfully complete the contract requirements.
- 7.3.10** Offeror must provide proposed site-specific staffing plan/model and any explanation of any cost benefits
- 7.3.11** Offeror shall provide an overview of personnel staffing that documents their employee retention rates and the protocols and procedures used to ensure adequate staffing.
- 7.3.12** Describe officer training curriculums and capabilities.
- 7.3.13** Offeror must submit a list of facilities/institutions in which they have achieved accreditation by ACA, NCCHC, or both and whether the accreditation is current. Additionally, the offeror must disclose whether they have ever had a provisional or failed accreditation survey. Exclude any state or private run prison institutions.
- 7.3.14** List all adverse actions taken by any licensing agency against anyone providing services for your firm where the action is related to those services.
- 7.3.15** Offeror must submit a detailed copy of their, Infectious Disease Control Program, Intoxication and Detoxification Program, Mental Health Identification, Treatment, and/or Screening Programs, and a sample medical/health training curriculum for security staff.

7.4 Equal Employment and Nondiscrimination

The offeror shall submit information detailing its equal employment opportunity and nondiscrimination policies.

7.5 Conflicts of Interest

No personnel of the contractor may voluntarily acquire personal interest that conflicts with their responsibilities under this contract. Additionally, the contractor will not knowingly permit any public official or public employee who has any responsibility related to this contract or the project to acquire an interest in anything or any entity under the contractor's control if such an interest would conflict with that official's or employee's duties. The contractor will disclose to Delaware County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this contract. The contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under this contract, unless Delaware County has determined that, in light of the person interest disclosed, that person's participation in any such action would not be contrary to the public interest.

7.6 Workers' Compensation Coverage

7.7 Addenda

RFP	Health Care Services for the Delaware County Jail
Company name	_____
Mailing address	_____

Phone number	_____
Fax number	_____
Contact person	_____
E-mail address	_____

7.8 Affidavits and Forms

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- a. Non-Collusion Affidavit
- b. Personal Property and Real Estate Tax Affidavit
- c. Certification Regarding Findings for Recovery

7.9 Price; Proposal Bond

- 7.9.1** Each Offeror shall submit a proposed all-inclusive price for the services, as well as a proposed payment structure.
- 7.9.2** Each Offeror shall submit a proposed all-inclusive price for the provision of a part-time Certified Nurse Practitioner (CNP), as described in Section 1.04 (f) of this RFP. This pricing shall be presented as an optional service available to the County, at its sole discretion, for the duration of the contract term. The County reserves the right to exercise or decline this option at any time during the life of the contract. This option is in addition to 7.9.1.
- 7.9.2** Each Offeror shall submit a proposed all-inclusive price for the provision of a full-time onsite mental-health clinician, as described in Section 1.04 (g) of this RFP. This pricing shall be presented as an optional service available to the County, at its sole discretion, for the duration of the contract term. The County reserves the right to exercise or decline this option at any time during the life of the contract. This option is in addition to 7.9.1.
- 7.9.3** Each Offeror submitting a Proposal in response to this RFP shall also submit a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of Five Hundred Dollars (\$500.00), conditioned that the Offeror, if the Offeror's proposal is accepted, shall execute a contract in conformity to the RFP.

7.10 Draft Contract

Offeror shall provide a proposed draft agreement to the County detailing their proposed services and incorporating the requirements outlined in sections 5.0 and 7.11. Draft should be delivered digitally in Microsoft Word on a removable disk.

7.11 Additional Required Contractual Terms

NOTE: ALL REQUIRED FORMS ARE INCLUDED IN SECTION 9.0 OF THIS DOCUMENT.

7.11.1 Offeror Acknowledgement

By submitting a proposal, the Offeror acknowledges that it has fully and completely read and reviewed this RFP, that it fully and completely understands this RFP, and agrees to be bound by all its terms, requirements and conditions.

The Offeror acknowledges and understands that any contract that results from a proposal submitted pursuant to this RFP must be approved by the County.

7.11.2 Reservation of Rights by County

The County reserves the following rights in relation to any submitted proposal or any contract that results from a proposal submitted pursuant to this RFP:

- A. The County reserves the right to disqualify any proposal that takes exception to or limits the rights of the County under this RFP and/or resulting contract.
- B. The County reserves the right to refuse any proposal not properly submitted in accordance with the requirements of this RFP.
- C. The County reserves the right to reject the selected proposal or other proposals at any time prior to execution of a contract.
- D. The County reserves the right to cancel this RFP at any time.
- E. The County reserves the right to reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract has been made.
- F. The County reserves the right to select the offeror deemed to be in the best interests of the County, as determined solely by the County and/or its representative, to reject any and/or all proposals, or any portion of any and/or all proposals, to waive informalities or irregularities that do not affect the substance of the specifications and contents of this RFP and to award the contract in the manner deemed to be in the best interest of the County.

7.11.3 Indemnification

The Offeror shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the Offeror agrees to indemnify and hold free and harmless the Delaware County Board of Commissioners, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Offeror's, any subcontractor's, or any sub-subcontractor's performance of this Contract, including, but not limited to the performance or actions of the Offeror's, any subcontractor's, or any sub-subcontractor's officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively "Contracted Parties".) The Offeror agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Offeror shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Offeror further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Offeror

shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

- B. The Offeror shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.
- C. To the fullest extent of the law and without limitation, the Offeror agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties performance of this Contract. The Offeror agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Offeror shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Offeror further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Offeror shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

7.11.4 Performance and Payment Bond

Within ten (10) days from the date of the award of the contract, the Offeror will be required to enter into the Contract with the County, and, at that same time, give an acceptable performance and payment bond in the name of the Delaware County Board of Commissioners, Delaware County, Ohio in the full amount of the contract price to properly secure the performance of said Contract in accordance with the terms, provisions and conditions of the Contract and within the time specified.

Such performance bond shall be substantially in the form provided in Ohio Revised Code section 153.57. The bond shall be made payable to the Delaware County Board of Commissioners, Delaware County, Ohio, referencing the applicable proposal name and/or number. The performance bond shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. Failure on the part of the Offeror to furnish the required performance bond to the County within ten (10) days of the award may be considered cause for the annulment of the bid award and forfeiture of the bid bond/guaranty to the County.

Any action on the part of the Offeror or its bonding company to revoke or cancel the performance bond prior to the expiration of the Contract or extension thereto, will be considered a breach of Contract and will result in the immediate cancellation of the Contract. Should this occur, the Offeror will be held liable for any additional costs incurred by the County in seeking replacement equipment and services.

Furthermore, the County, in its sole discretion, may require additional bonding from the Offeror. Should an additional bond be required, the County will make that determination prior to executing the Contract.

The surety company providing the Contract Performance Bond shall have a minimum policy holder's rating of A- and a minimum financial rating of VI and in all other respects be acceptable to the County. Attorneys-in-fact who sign the contract performance bond must file a certified and effectively dated copy of their power of attorney evidencing their authority to sign and bind the surety company, together with a copy of the Certificate of Authority issued by the Ohio Department of Insurance authorizing the surety company to engage in such business in the State of Ohio.

7.11.5 Damages in the Event of Default

The County declares and the Offeror acknowledges that the County may suffer damages due to the failure of the Offeror to act in accordance with the requirements, terms, and conditions of the Contract. The County declares and the Offeror agrees that such failure shall constitute an event of default on the part of the Offeror and the Offeror agrees to pay damages to the County to compensate the County for any damages it incurs as a result of the default. The Offeror agrees that if the County does not give prompt notice of such a failure, that the County has not waived any of its rights or remedies concerning the failure by the Offeror.

7.11.6 Termination for Cause/Convenience

A. Termination for Convenience

Either Party may terminate this Contract at any time and for any reason by giving at least on hundred eighty (180) days advance notice, in writing, to the other Party. The Offeror shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Offeror shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the County shall be authorized in writing and signed by a quorum of the Board of Commissioners.

7.11.7 Findings for Recovery

The Offeror certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

7.11.8 Non-Collusion / Conflict of Interest

The Offeror certifies as follows:

- A. This proposal/Contract is not entered or made in the interest of or on behalf of an un-disclosed person, partnership, company, association, organization, or corporation.
- B. This proposal/Contract is genuine and not collusive or a sham.
- C. The Offeror/Offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal.
- D. The Offeror/Offeror has not directly or indirectly colluded, conspired, connived or agreed with any offeror or anyone else to put in a sham proposal or that anyone shall refrain from submitting a proposal.
- E. The Offeror/Offeror has not directly or indirectly colluded, conspired, connived or agreed with any other person or entity concerning or regarding this Contract.
- F. The Offeror/Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Contract, to fix any overhead, profit or cost element of this Contract, or

to secure any advantage against the County or anyone interested in this Contract.

- G. The Offeror/Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of said offeror or any other offeror, or to fix any overhead, profit or cost element of such price or that of any other offeror, or to secure any advantage against the County or anyone interested in the proposed contract.
- H. This proposal/Contract is not a product of collusion with any other vendor, person, or entity, and no effect has been made to fix any overhead, profit or cost element of any proposed price.
- I. The Offeror/Offeror is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the Offeror/Offeror from entering this Contract.
- J. The Offeror has not, directly or indirectly, submitted its proposal price or any break-down thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the offeror in its general business.
- K. All statements contained in the proposal are true.
- L. All statements contained in the contract are true.

Offeror agrees that no agent, officer, or employee of Delaware County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Offeror agrees that it will not employ in any manner a current Delaware County employee for a minimum period of one (1) year from the expiration or termination of this Contract, without the prior express written consent of the County

7.11.9 Effect of Acceptance of Bid

Acceptance of delivery of any proposal shall not constitute an agreement between the submitter and the County, and the County shall have no liability whatsoever to any submitter whose proposal is not accepted.

7.11.10 Patent or Copyright Liabilities

The Offeror will protect, defend and hold free and harmless Delaware County, its officers, employees, agents and Board of County Commissioners against all claims that any of the designs/equipment/software/programing supplied hereunder infringes a U.S. patent or copyright. The Offeror will pay all resulting costs, damages, and attorney's fees to defend Delaware County against such claims. Delaware County will promptly notify the Offeror in writing of all claims, and the Offeror will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, Delaware County agrees to permit the Offeror, at Offeror's option and expense, either to procure for Delaware County the right to continue using the de-signs/equipment/software/programing or to

replace or modify the same so that they be-come non-infringing but still meet the requirements of the RFP.

7.11.11 Notices

All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

Offeror:

Fax: _____

County:

Nicholas Karafa
Jail Director
Delaware County Sheriff's Office
844 US Rt. 42 N
Delaware, Ohio 43015

Fax: (740) 833-2854

7.11.12 Conflicts of Terms, Conditions, or Provisions

To the extent that the terms, conditions, or provisions of this RFP and any proposal sub-mitted by the Offeror may be inconsistent, the terms, conditions, or provisions of this RFP control. To the extent that this RFP and proposal are inconsistent with the Contract, the terms, conditions, or provisions of this RFP shall control.

7.11.13 Severability

If any provision of this RFP or Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this RFP and Contract shall remain in full force and effect.

7.11.14 Headings

Headings in this RFP and the Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this RFP and Contract.

7.11.15 Entire Agreement

This RFP (and its appendices and attachments), all written addenda issued by the County, the Offeror’s proposal, all approved documents completed by the Offeror and submitted to the County, and the Contract shall constitute the entire understanding and agreement between the County and the Offeror, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

7.11.16 Authority to Sign

Any person submitting a proposal pursuant to this RFP and executing the Contract in a representative capacity hereby warrants that he/she has authority to submit a proposal and sign this Contract or has been duly authorized by his/her principal to submit a proposal and execute this Contract on such principal’s behalf.

8.0 Evaluation of the Proposal

This RFP is being conducted in accordance with the procedures for competitive sealed proposals, pursuant to Section 307.862 of the Ohio Revised Code. Delaware County will weigh three (3) factors to determine which offeror submits the proposal determined to be the most advantageous to Delaware County. Proposals will be scored based on allocation of points shown below.

Mandatory Requirements.

Proposals that do not contain all information and documents required in the RFP may be determined to be non-responsive as failing to meet the basic requirements of the RFP.

Four Key Factors for Contract Award

<u>Factor</u>	<u>Weight Given</u>
1. Ability to provide services specified (Section 3.0 & 4.0)	40 points
2. Price	10 points
3. Profile and Work Plan (Section 7.2 & 7.3)	45 points
4. Proposed Contract Draft (Sections 7.10)	5 points
TOTAL CRITERIA WEIGHT	100 points

8.1 Evaluation Team

A selection committee established by the Delaware County Sheriff will evaluate the proposals. The composition will remain consistent for all responses and the selection committee will be responsible for documenting and tabulating the scores for all responses.

8.2 Evaluation Approach

Delaware County shall evaluate all proposals received and rank the offerors based upon the evaluation factors specified above. The Delaware County Sheriff may select one or multiple offerors with which to hold additional discussions based upon the evaluation factors specified above. Delaware County shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions. Offerors not selected for further discussions may be excluded from further consideration for the contract upon notification by Delaware County. Based upon a review of the proposals and potential additional discussions with a select offeror, Delaware County shall enter into contract negotiations with the highest ranked offeror. The Delaware County Prosecutor's Office shall review the apparent best proposal contract(s) and both parties must agree to the terms and conditions. Delaware County shall engage in contract negotiations with only one (1) offeror at a time. Failure to agree upon the terms and condition shall eliminate the proposal from further consideration. Requests by Delaware County for clarification of proposals shall be in writing. Said requests shall not alter the offeror's pricing information contained in its proposal. If negotiations with the highest ranked offeror fail, negotiations with this offeror shall be terminated, and Delaware County may enter into contract negotiations with the next highest ranked offeror. This process may continue until a contract is successfully negotiated.

8.3 Notices

- 8.3.1** Delaware County reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that Delaware County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority;
- 8.3.2** Delaware County reserves the right to reject, in whole or in part, any proposal that Delaware County has determined, using the factors and criteria established to evaluate proposals, would not be in the best interest of the county;
- 8.3.3** Delaware County may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.
- 8.3.4** An offeror may withdraw the offeror's proposal at any time prior to the award of a contract. Delaware County may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith;

8.3.5 Delaware County may cancel or reissue this RFP if any of the following apply:

- A.** The supplies or services offered through all of the proposals submitted are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP;
- B.** The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds for the project;
- C.** Delaware County determines that award of a contract would not be in the best interest of the county.

8.3.6 Delaware County may award a contract to the offeror whose proposal is determined to be the most advantageous to the County, taking into consideration the evaluation factors and criteria developed and set forth in the request for proposals.

9.0 **Required Forms**

Next page

9.1 Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

STATE OF _____ }
 _____ } **SS:**
COUNTY OF _____ }

_____ being first duly sworn, deposes and says that he/she is _____ (president, secretary, sole owner, etc.) of:

_____ ; the party making the foregoing proposal of bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the County of Delaware or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to before me and subscribed in my presence by the above named person this _____ day of _____, 20____.

NOTARY PUBLIC: _____

My Commission Expires: _____

9.2 PERSONAL PROPERTY & REAL ESTATE TAX AFFIDAVIT

STATE OF _____ }
 _____ } **SS:**
COUNTY OF _____ }

_____ being first duly sworn, deposes and says that he/she is (president, secretary, sole owner, etc.) of: _____ the party making the bid, with offices located at: _____ and as it's duly authorized representative states that effective this _____ day of _____, 20____ (date of submission of the bid) the (Name of Offeror) _____

- () Is NOT charged with delinquent personal property or real estate taxes on the general list of real and personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.
- () Is charged with delinquent personal property taxes and/or real estate taxes on the general list of real and personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio. The County and Amount of delinquent personal property taxes is listed below and includes total amount and any penalties and interest thereon.

County:

Amount:

Affiant

Sworn to before me and subscribed in my presence by the above named person this _____ day of _____, 20____.

NOTARY PUBLIC: _____

My Commission Expires: _____

9.3 Certification Regarding Findings for Recovery

The Offeror submitting this Proposal hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Authorized Signature