

REQUEST FOR PROPOSALS

Notice is hereby given that sealed proposals will be received until 2:00 p.m. on September 28, 2023, by the Stark Regional Community Corrections Center, at its office at 4433 Lesh Street, Louisville, Ohio 44641, and immediately opened thereafter.

Such Proposals as herein concerned shall be for the following:

Health Services for the Stark Regional Community Corrections Center.

All proposals shall be sealed and plainly marked: "HEALTH SERVICES." All proposals shall be properly signed by an authorized representative of the Proposer/Bidder.

The successful Proposer/Bidder will be required to sign an affidavit of contractor or supplier of non-delinquency of personal property taxes in accordance with Ohio Revised Code §5719.042.

Additional information regarding the proposal documents may be obtained by contacting Michael Beebe, Executive Director, Stark Regional Community Corrections Center, 4433 Lesh Street, Louisville, Ohio 44641, telephone 330-588-2500.

The Notice to Proposers/Bidders and the Specifications are posted on the internet and may be viewed on the website: <https://starkregionalccc.com> and www.starkcountyohio.gov

Proposal documents may be obtained by contacting the Stark Regional Community Corrections Center (SRCCC) at the address and phone number above. SRCCC reserves the right to waive any irregularities in the form of the proposals that do not affect or destroy competitive bidding. In no case will an award be made until all necessary investigations are made as to the qualifications of the Proposer/Bidder to whom it is proposed to award the contract.

BY ORDER OF THE STARK REGIONAL COMMUNITY
CORRECTIONS CENTER STARK COUNTY, OHIO.

Michael Beebe,
Executive Director

TO NEWSPAPER:
Advertise September _____
Furnish One (1) Affidavit

INSTRUCTIONS TO OFFERORS

To be considered, proposals must meet these Instructions to Offerors:

DEFINITION

As used herein, “Service Provider”, “Offeror”, “Proposer” and “Bidder” means the party to whom this contract is addressed. “SRCCC” refers to Stark Regional Community Corrections Center.

PROPOSAL DOCUMENTS

Proposal documents include Request for Proposals, Instructions to Offerors’, Proposed Contract, and any addenda issued prior to receipt of proposals.

SUBMISSION OF PROPOSALS

The original and three (3) copies of proposals, together with required enclosures, shall be submitted in sealed envelopes bearing on the outside the Offeror’s name, address, and the project name “HEALTH SERVICES”.

Proposals sent by mail shall be enclosed in a separate mailing envelope with the notation “PROPOSAL ENCLOSED – HEALTH SERVICES, SRCCC” on the face, and shall be addressed to the SRCCC, 4433 Lesh Street, Louisville, Ohio 44641.

CONSIDERATION OF PROPOSALS

OPENING OF PROPOSALS

Proposals will be publicly opened and read aloud on _____, _____, 2023 at 2:00 p.m. in the SRCCC Conference Room.

EVALUATION CRITERIA

Proposals will be evaluated using the following criteria.

1. Terms of the Contract
 - a. Duration
 - b. Termination options
 - c. Amendment options
2. Services Provided
 - a. Number of hours of nursing provided (on-site, on-call)
 - b. Number of hours of physician provided (on-site, on-call)
 - c. Number of hours of mental health services (on-site, on-call)
 - d. Ambulatory services
 - e. Medical supplies
 - f. Medical waste
 - g. Pathology
 - h. Radiology
 - i. Hospital services
 - j. Pharmacy services
 - k. Training
 - i. To Medical Provider Staff
 - ii. To SRCCC Staff
3. Administrative

- a. Adherence to policies and procedures of SRCCC
 - b. Adherence to the American Correctional Association Standards
 - c. Adherence to the Minimum Standards for Full-Service Jails as provided by the Bureau of Adult Detention
 - d. Notification to SRCCC
 - i. Prior notification of medical staff hires to allow for facility background process.
 - ii. Immediate notification upon release of medical staff.
 - iii. Immediate notification of any incidents or behaviors by medical staff which would violate any policy and procedure of the SRCCC.
 - iv. Background clearance of Medical Provider staff by SSRCCC
 - v. Notification of medical staff schedules (including all nurses, and doctors).
 - e. Professionalism, Experience and Level of Expertise
 - i. Positive rapport with the SRCCC Administration, staff, residents and community
 - ii. List of sites where Medical Provider currently provides like or similar services
4. Cost
- a. Total contract cost
 - b. Terms of payment

REJECTION OF PROPOSALS, INFORMALITIES, AND IRREGULARITIES

The contracting authority shall have the right to reject any or all proposals 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; or submits prices that the contracting authority considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority.

The contracting authority shall have the right to reject any proposals not accompanied by required proposal/bid security or data required by the proposal/bidding documents or is in any way incomplete or irregular. The contracting authority shall have the right to waive any informality or irregularity in any proposal received.

The contracting authority 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.

The contracting authority reserves the right to reject, in whole or in part, any proposal that would not be in the best interest of the county.

ACCEPTANCE OF PROPOSAL

It is the intent of the County to award a contract to the lowest and best responsive and responsible Offeror(s) provided the proposal has been submitted in accordance with the requirements of the proposal documents, is judged reasonable, does not exceed the funds available, and is determined to be the most advantageous to SRCCC.

GENERAL INSTRUCTIONS

Failure to submit the requested information may result in disqualification. All proposals must contain the following:

1. Sufficient information concerning the medical service programs for the SRCCC to evaluate whether or not the Offeror meets the minimum requirements contained in these proposal documents. This information should include a detailed explanation of how on-site health services will be provided.
2. A list by name, address, and administrator of all correctional institutions where Offeror has provided health services.
3. A letter of intent from an insurance company authorized to do business in the State of Ohio stating its willingness to insure the Proposer in the amounts set forth in sections (9) below.
4. A full and complete staffing and organization chart and explain how health services will be delivered.
5. Date of accreditation of National Commission on Correctional Health Care or their recognized body.
6. Information as to whether the Offeror is a corporation, a partnership, a sole proprietor, or any other legal entity. A corporation shall give the State of incorporation, and shall have the seal affixed. A partnership shall give the names of all partners. A sole proprietor doing business under a trade name shall give the name of the sole proprietor and the trade name under which the individual is doing business. This must include date organized to provide medical services in correctional facilities', experience in providing medical care, number of employees, annualized dollars of payroll, and number of years doing business.
7. Describe current contracts to include client number and type, date of original contract, and type/size of organization. Any facility currently under accreditation is to include name of facility and accrediting agency.
8. Information concerning the following personnel matters:
 - a. Recruitment practice
 - b. Equal employment opportunities
 - c. Licensor/certification requirements
 - d. Staff training and personnel development
 - e. Orientation of new personnel
 - f. Employee assistance program
 - g. Continuing education
 - h. In-service training
 - i. Performance review
 - j. Ethics policy
 - k. PREA (Prison Rape Elimination Act) policy
9. Insurance - The Offeror must include in its proposal certificates of insurance indicating that the below listed insurance requirements are in force:

- a. Workers Compensation - statutory benefits: employer's liability, \$300,000 on accident and aggregate disease.
 - b. Professional Liability - "occurrence" type medical malpractice covering all medical professional staff: \$ 1,000,000 limit per occurrence, and \$3,000,000 in aggregate annually. Service Provider must also warrant that it and all employees will have professional liability insurance with limits of one million dollars (\$ 1,000,000) each occurrence and three million dollars (\$ 3,000,000) in aggregate annually.
 - c. Comprehensive General and Automotive Liability Insurance as required, shall be written for no less than the following:
 - d. Comprehensive General Liability:
 - i. Personal Injury
 - 1. \$ 1,000,000 Each Occurrence
 - 2. \$ 1,000,000 Aggregate (Completed Operations)
 - ii. Property Damage
 - 1. \$ 1,000,000 Each Occurrence
 - 2. \$ 1,000,000 Aggregate
 - e. Comprehensive Automobile Liability:
 - i. Bodily Injury
 - 1. \$ 1,000,000 Each Person
 - 2. \$ 1,000,000 Each Occurrence
 - ii. Property Damage
 - 1. \$ 1,000,000 Each Occurrence
 - f. The foregoing policies shall contain a provision that coverages afforded under the policies shall not be cancelled or not renewed until at least thirty (30) days prior written notice by certified mail has been given to the County by certified mail. True and Certified copies of the policies showing such coverages to be in force shall be filed with the County prior to commencement of any service by the Service Provider.
 - g. The Offeror shall take all necessary precautions to prevent the occurrence of any injury to person or damage to property during the progress of such work. Except to the extent that any such injury is due solely and directly to the negligence of the SRCCC, Offeror shall indemnify and save the SRCCC harmless against all loss, liability, costs and expense which may result in any way from any act or omission of the Offeror, its agents, employees, or subcontractors. Offeror shall maintain such public liability, property damage, and employer's liability and compensation insurance as will protect the County, SRCCC and the Offeror from said risks and from any claims under any applicable Workmen's Compensation and Occupational Disease Acts.
10. Policies and procedures to be followed to handle complaints regarding any aspect of the medical services care delivery system. Such policies and procedures must be consistent with SRCCC rules, regulations, and grievance system.

11. Proposals shall be signed by the person or persons legally authorized to bind the Offeror to a contract. A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Offeror.
12. Proposals shall be deposited at the designated location prior to the time and date of receipt of proposal indicated in the Notice of Offerors. Proposals will be date and time stamped upon receipt. Proposals received after the time and date for receipt of proposals will be returned unopened.
13. One original and three (3) typewritten copies of the proposal must be submitted.
14. Proposals that do not meet the mandatory requirements will be considered not qualified. After the evaluation of the proposals and the selection of the successful Proposer, all Proposers will be notified in writing of the selected firm.
15. All proposals shall become the property of SRCCC upon submission.
16. SRCCC, without invalidating its contracts, may order extra services or make changes by altering, adding to or deducting from the services, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the contract except that any claim for extension of time caused by any directed change shall be adjusted by change order at the time of ordering such change.

CONTRACT PERIOD

The proposal covers a composite term. The proposal must include the initial contract period for SRCCC which will begin December 1, 2023 and end June 30, 2024. The proposal must also include the subsequent contract term for SRCCC which begins July 1, 2024 and ends June 30, 2025. There will be an option to renew for two (2) additional one year periods beginning July 1, 2025 through June 30, 2026; and July 1, 2026 through June 30, 2027.

SRCCC may terminate the contract at any time that the Offeror fails to carry out its requirements with sixty (60) days written notice of intent to terminate under the terms specified in the contract.

Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the county government to appropriate funds, discontinuance or material alternation of the program under which funds were provided, SRCCC shall have the right to terminate the contract without penalty giving not less than sixty (60) days written notice documenting the lack of funding.

PRICE PROPOSAL

This portion of the proposal should include the actual program cost for the partial year (December 1, 2023 to June 30, 2024) of the contract and the first full year of the contract (July 1, 2024 to June 30, 2025) and a guaranteed inflationary formula utilizing the Medical Price Index of the Consumer Price Index for subsequent years of the contract.

Materials, supplies, or services covered by this contract are exempt from all sales tax.

All work, labor, services, and materials to be furnished, supplied or performed by the Service Provider must strictly comply with all Federal, State, Local, Municipal, as well as any and all

other governing jurisdictions and authorities, laws, rules, regulations, statutes, ordinances, and directives.

The Service Provider shall take all necessary precautions to prevent the occurrence of any injury to person or damage to property during the progress of such work. Except to the extent that any such injury is due solely and directly to the negligence of SRCCC, Service Provider shall indemnify and save SRCCC harmless against all loss, liability, costs and expense which may result in any way from any act or omission of the Service Provider, its agents, employees, or subcontractors. Service Provider shall maintain such public liability, property damage, and employer's liability and compensation insurance as will protect SRCCC and the Service Provider from said risks and from any claims under any applicable Worker's Compensation and Occupational Disease Acts.

Invoices for services will be processed for payment by SRCCC within 14 days of receipt by SRCCC and then forwarded to Stark County Auditor for payment. No payment will be made for services not yet delivered to the SRCCC.

QUALIFICATION OF CARE PROVIDERS

DISQUALIFICATIONS

SRCCC reserves the right to reject any and all proposals, before and after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Offeror.

QUALIFICATIONS

The following are the minimum qualifications for the project:

- a. The Offeror must be organized and existing for the primary purpose of providing health care services.
- b. The Offeror must have at least two (2) continuous years of corporate experience (not individual) in administering health care programs.
- c. The Offeror must have demonstrated its experience and the quality of its care by having obtained the accreditation of the National Commission of Correctional Health Care (NCCHC) in a jail, juvenile and/or prison system. SRCCC is accredited by American Correction Association (ACA) and Offeror must maintain accreditation standards.
- d. The Offeror must demonstrate its ability to provide a health care system specifically for SRCCC. It must demonstrate that it has the ability of immediate contract start-up, that it has a proven system of recruiting staff, and that it has an adequate support staff in its central office capable of completely handling the operation at the SRCCC.
- e. The Offeror must have a demonstrated recruiting program for all staff including professional care providers.
- f. All persons provided by the Service Provider for the performance of work hereunder shall, for all purposes, be considered the Service Provider's employees or agents. Certificates of insurance acceptable to SRCCC's insurance carrier shall

be submitted prior to execution of this contract. The certificates shall contain a provision that coverages afforded under the policies shall not be cancelled until at least thirty (30) days prior written notice has been given to SRCCC.

REVIEWS

The Service Provider will submit an annual statistical report on health care delivery in a format agreed upon by SRCCC.

The Service Provider will meet monthly with the facility administrators or their designees to review administrative procedural issues and submit monthly reports written in a format agreed upon by SRCCC.

PROFESSIONAL HEALTH STAFF

All professional health staff will be licensed in Ohio and will file license certificate, registration and/or restrictions with SRCCC prior to start of contract. The Service Provider will furnish certificate of professional liability insurance to SRCCC.

MEDICAL SERVICES TO BE PERFORMED

The Service Provider shall provide the following:

1. A Nurse licensed in the State of Ohio forty (40) hours per week, 5 days per week, Monday through Friday to:
 - a. Screen sick call complaints.
 - b. Verify, set up and order medication.
 - c. Maintain medical records.
 - d. Assist physician with clinic and to complete physicals within 7 days of admission.
 - e. Provide venipuncture for required lab work.
2. Contractor must provide administrative/supervisory oversight for the LPN on site, including monthly meetings with SRCCC administration.
3. A physician for clinic coverage two to three (2-3) hours per week.
4. Provide Medicine Pass Training along with Blood Borne Pathogens and Contagious Diseases.
5. Provide Professional Liability Insurance.
6. Coordinate all diagnostic and sub-specialty off-site appointments.
7. A RN/LPN for supervisory/administrative oversight and meetings with SRCCC administration as needed.
8. Maintenance, monitoring, and ordering of preapproved facility and clinic medical supplies, including but not limited to PPE, OTC medications, first aid resources, and related items.
9. Provide serum venipuncture for applicable lab work, such as liver profiles, urinalysis, and other similar tests.

10. Performance of preliminary health evaluation within seven (7) days of admission of all inhabitants of facility, with subsequent review and approval by Medical Director.
11. Screen and address sick calls and doctor sign up calls.
12. Review preliminary medical screening for all intake and referrals.
13. Track all medication costs for intake and/or referral screening.
14. Track all medication costs paid by SRCCC, including but not limited to psychotropic medications subject to reimbursement through the ODMHAS CBCF grant program.
15. Verify and set up MARS tracking sheets, counts, and ordering of medication.
16. Provide medication pass and dispense at appropriate times.
17. Verify and schedule applicable medical appointments in community.
18. Provide health and wellness training and educational programs to staff (for example, tuberculosis, staphylococcus, blood borne pathogens, First Aid/CPR/AED, etc.).
19. Maintain applicable medical files on all residents, both physically and electronically.
20. Review medical transfer sheet information provided by local facilities.
21. Provide applicable drug testing/screening procedures for new SRCCC staff hires or in relation to accidents at facility.
22. Provide treatment or referral for staff exposure or occupational hazard items.

SUICIDE PREVENTION/DEATH

The Service Provider, subject to the approval of the Executive Director, will adhere to written policy and procedures governing suicide prevention, detection, intervention, and response.

