

INTRODUCED BY: COUNCIL MEMBER (s) Leuter

1                   **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**  
2                   **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**  
3                   **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**  
4                   **PROPOSALS FOR HEALTHCARE SERVICES – DETENTION 2017; AND**  
5                   **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**  
6                   **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**  
7                   **AWARD OF THE BIDS AND PROPOSALS.**

8                   **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) in response to  
9                   certain Invitations for Bid and Requests for Proposals issued by the County received bids  
10                  and proposals for the following items or services:

11                  BID NAME

12                  Healthcare Services – Detention 2017

13                  NUMBER OF BIDS RECEIVED

14                  1

15                  DATE OF BID OPENING

16                  11-29-2016

17                  **WHEREAS**, after reviewing the bids and proposals set forth above, the  
18                  Department of the Juvenile Office has determined that certain bids and proposals represent

**FILED**

Page 1 of 5

DEC 16 2016

WES WAGNER  
COUNTY CLERK OF JEFFERSON COUNTY, MO

1 the lowest and best bid for the respective items or services and met the bid or proposal  
2 specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
4 of the County to award the bids and proposals to Advanced Correctional Healthcare Inc.  
5 for a term from 01-01-17 to 12-31-17 upon approval by the County Council and County  
6 Executive for the total amount up to **\$93,461.37** subject to budgetary limitations.

7 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**

8 **AS FOLLOWS:**

9 Section 1. The County awards the following bids and proposals which are  
10 incorporated by this reference as if fully set out herein, to the lowest and best vendor  
11 bidding for each respective item or service as follows:

12 BID NAME

13 Healthcare Services – Detention 2017

14 TERM

15 01-01-17 to 12-31-17

16 Upon approval by the County Council and County Executive

17 AMOUNT

18 Up to **\$93,461.37**

19 subject to budgetary limitations

20 AWARDED BIDDER

21 Advanced Correctional Healthcare Inc.

1           Section 2.     The Jefferson County, Missouri, Council hereby authorizes the  
2     County Executive to execute the agreement incorporated by Reference as Exhibit "A" and  
3     any agreements or contracts necessary to effectuate the award of the bids and proposals set  
4     forth in this Ordinance. The County Executive is further authorized to take any and all  
5     actions necessary to carry out the intent of this Ordinance. An unexecuted copy of the  
6     Agreement is attached hereto as Exhibit "A" and incorporated herein, by reference.

7           Section 3.     Copies of all Invitations for Bid, Requests for Proposals, responses  
8     thereto, and any contracts or agreements shall be maintained by the Department of the  
9     County Clerk consistent with the rules and procedures for the maintenance and retention  
10    of records as promulgated by the Secretary of State.

11          Section 4.     This Ordinance shall be in full force and effect from and after its  
12    date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
13    shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 12<sup>th</sup> DAY OF December, 2016:

✓ PASSED        FAILED



Renee Reuter, County Council Chair

Pat Schlette  
Pat Schlette, Council Administrative Assistant

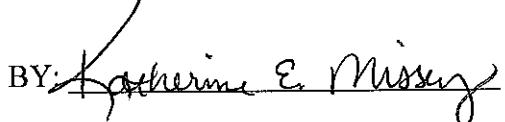
THIS BILL WAS  APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 13<sup>TH</sup> DAY OF DECEMBER, 2016.

THIS BILL WAS  VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS  DAY OF , 2016.



Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

  
Wes Wagner  
Wes Wagner, County Clerk  
BY: Katherine E. Misny

First Reading: 12-12-2016



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 729 MAPLE ST / PO BOX 100  
 HILLSBORO MO 63050  
 WWW.JEFFCOMO.ORG

**Request for Proposal: HEALTH CARE SERVICES - DETENTION 2017**      **Date Issued: 10-26-16**

PROPOSALS SHALL BE ACCEPTED UNTIL: **TUESDAY, NOVEMBER 29, 2016, AT 2:00 P.M. LOCAL TIME.**

**Specification  
Contact:**

**GREG ROTH**  
 Juvenile Office  
 636-797-5509  
 Greg.Roth@courts.mo.gov

**Contract  
Contact:**

**VICKIE PRATT**  
 Department of Administrative Services  
 636-797-5380

**Mail (3) Three  
Complete Copies  
With Vendor And  
Proposal  
Information As  
Shown In Sample:**

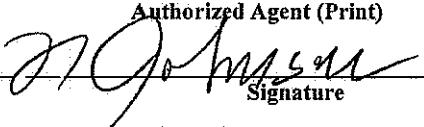
**Contract Term:  
upon approval by  
the County Council  
and County  
Executive**

**Vendor  
Information:**

**SAMPLE ENVELOPE**

<b>VENDOR NAME</b>	DEPARTMENT OF THE COUNTY CLERK
<b>VENDOR ADDRESS</b>	JEFFERSON COUNTY MISSOURI
<b>CONTACT NUMBER</b>	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED PROPOSAL: (PROPOSAL NAME)	

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Advanced Correctional Healthcare, Inc.	Dr. Norman Johnson	
Company Name	Authorized Agent (Print)	
3922 W. Baring Trace		
Address	Signature	
Peoria, IL 61615	Chief Executive Officer	
City/State/Zip Code	Title	
(309) 692-8100	11/23/16	36-4495255
Telephone #	Date	Tax ID #
drj@advancedch.com	(309) 692-8106	Fax #
E-mail		

## TABLE OF CONTENTS:

<b>Legal Notice and Request for Proposal</b>	<b>Page 1</b>
<b>Table of Contents</b>	<b>Page 2</b>
<b>Proposal Requirements</b>	<b>Page 3</b>
<b>Proposal Form and Contract</b>	<b>Page 5</b>
<b>Affidavit</b>	<b>Page 9</b>
<b>Specifications</b>	<b>Page 11</b>

## \*REQUIRED DOCUMENTS\*

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.  
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**
- Or**
- 2b. A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

**\*BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

## PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: \_\_\_\_\_"

### A. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

### B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

### C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

### D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

### E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

### F. PROPOSAL DEPOSITS/BONDS:

Proposal Deposits/Bonds are not required unless specified in the Specifications. Proposal deposits/Bonds must be in the exact amount as stipulated in the bid.

### G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

### H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

NG

**I. INCORPORATION OF DOCUMENTS:**

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**J. ADDENDA:**

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**K. INSURANCE:**

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

**A. (X)Required ( ) Not Required      Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

**B. (X)Required ( ) Not Required      Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

**C. (X)Required ( ) Not Required      Worker's Compensation Insurance:  
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**L. PROPOSAL OPENINGS:**

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

**M. PROPOSAL TABULATIONS:**

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org), under the services tab, Invitation for Bid/Request for Proposal link. NO COPIES of proposal tabulations are sent to vendors.

## PROPOSAL FORM AND CONTRACT

### **A. PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

### **B. TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

### **C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

### **D. PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

### **E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

### **F. NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

### **G. DEFINITIONS:**

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

### **H. INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions

from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

**I. WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**J. PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**K. CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**L. DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**M. RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**N. SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**O. CHOICE OF LAW:**

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**P. TERMINATION:**

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or

proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

4. Default: County may terminate the whole Contract or any part in either of the following circumstances:

- If supplier fails to deliver the items required by the contract within the time specified; or
- If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
- In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**Q. NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

**R. CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**S. COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

**T. ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**U. SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**V. APPROVAL:**

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

**W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate:  Individual:  Partnership:  Corporation.

Incorporated in the State of Illinois.

**X. LITIGATION:**

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

**Y. LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT [WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG) LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION**  
**CONTACT**

**GREG ROTH - DIRECTOR OF DETENTION SERVICES - 636 797 5509**

*NR*

## AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Dr. Norman Johnson (Name of Business Entity Authorized Representative) as Chief Executive Officer (Position/Title) first being duly sworn on my oath, affirm Advanced Correctional Healthcare, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Health Care Services - Detention 2017 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Advanced Correctional Healthcare, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Health Care Services - Detention 2017 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

Dr. Norman Johnson  
Authorized Representative's Signature

Dr. Norman Johnson  
Printed Name

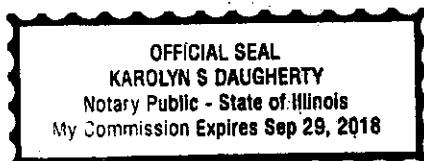
Chief Executive Officer 11/23/16  
Title Date

Subscribed and sworn to before me this 23<sup>rd</sup> of NOV. 2016. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of PEORIA, State of  
(NAME OF COUNTY)

ILLINOIS, and my commission expires on 9/29/2018.  
(NAME OF STATE) (DATE)

Karolyn S. Daugherty 11-23-2016  
Signature of Notary Date



**AFFIDAVIT OF WORK AUTHORIZATION**  
(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Advanced Correctional Healthcare, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Dr. Norman Johnson  
Authorized Business Entity  
Representative's Name  
(Please Print)



Johnson  
Authorized Business Entity  
Representative's Signature

Advanced Correctional Healthcare, Inc.  
Business Entity Name

11/23/16  
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

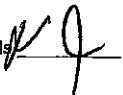
## **SPECIFICATIONS**

The Jefferson County Juvenile Court is requesting bids for health care for the Jefferson County Juvenile Detention Facility, a secure juvenile detention center. The Jefferson County Juvenile Court reserves the right to accept or reject any and all bids in whole as deemed in the best interest of the Jefferson County Juvenile Detention Facility. In determining the most advantageous bid, the Jefferson County Juvenile Court reserves the right to consider quality, manufacturer and dealer accountability, independent of price.

### **HEALTH CARE FOR JUVENILE DETENTION**

The health care physician or his/her agent shall:

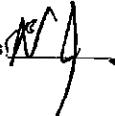
1. Use its best efforts to identify and arrange to provide medical services on behalf of the Jefferson County Juvenile Detention Facility based on a maximum population of 41. The physician(s), his/her agent and the Jefferson County Juvenile Detention Facility shall set scheduling of such services upon mutual agreement.
2. During such services the physician shall be under the supervision of the Jefferson County Juvenile Detention Facility and subject to its rules and regulations. If an agent is providing the physician, that agent shall not exercise any control over the performance of the professional and administrative duties of the physician. The agent shall not be responsible for patient care.
3. Physician(s) shall be subject to a background check and shall furnish to the Jefferson County Juvenile Court their credentials and shall assist as appropriate in obtaining institutional privileges, namely Jefferson Regional Medical Center.
4. Physician(s), at their own expense, in the professional liability insurance policy shall be insured with the dollar limitation (\$1 million/\$3 million + tail) and terms of the policy while the physician(s) is rendering medical services on behalf of the Jefferson County Juvenile Detention Facility.
5. Agree to indemnify and hold the Jefferson County Juvenile Detention Facility, the Jefferson County Juvenile Office, and Jefferson County Juvenile Court harmless if any of those parties are made party to any civil, criminal, administrative, or investigative action by reason of any acts of omissions by the physician, against expenses, to include attorney fees, judgments, fines and amounts paid in settlement thereof.
6. Agree to provide on-site/off-site mental health services including basic mental health screenings with on-call availability 24-hours a day, seven days a week.
7. Agree to provide pharmaceuticals, hospitalization, laboratory and medical supplies.
8. Agree to provide physician services with on-site visits one time per week during normal business hours, with on-call availability 24-hours a day, seven days a week. In addition, agree to provide a package for New Hire Physicals and monthly Employee Random Drug Testing.
9. Agree to provide a certified nurse practitioner, advanced practice nurse in a collaborative practice agreement with a licensed physician, or a registered nurse who is under the supervision of a licensed physician for daily on-site visits, Monday through Friday, for purpose of sick call, patient care and medication dispensation. The assigned nurse shall remain on-site at least 4 hours per day.
10. Agree to provide the following administrative and support services: program development, program management, risk management, healthcare staff recruiting, healthcare training, medical records and billing management, management reports, utilization review and cost control, policy and procedure development.
11. Agree to provide the following on-site services: preliminary health screening, physician care, pharmaceuticals, emergency care, comprehensive physical assessment, vision, hearing and dental services.



12. Agree to provide the following off-site services: hospital outpatient and emergency services, inpatient hospitalization, inpatient physician care, medical specialty referral, emergency transportation by ambulance, laboratory and diagnosis testing and surgery.
13. Agree to bill all fees for medical services provided through Missouri Medicaid Insurance. Medicaid shall be considered the primary means of payment for services rendered.
14. Will operate based on basic health care standards established by the Missouri Juvenile Justice Association, Missouri Department of Social Services and Missouri Department of Mental Health.
15. Will provide on-site RN nursing services twenty five (25) hours per week.
16. Each resident is to undergo a preliminary health screening. The screenings are completed on a form that has been approved by the responsible physician. The nursing staff reviews the intake screenings and triages medical needs, concerns or requests as appropriate. Within 5 days of arrival, a health assessment is completed by the nursing staff. The health assessment includes:
  - i. Review of the Receiving Health Screening
  - ii. Review of the initial Dental Screening
  - iii. Medical Examination, including review of mental and dental status
  - iv. Recording of height, weight, pulse, blood pressure, and temperature
  - v. Collection of additional data to complete the medical, dental, mental health, and immunization histories
  - vi. Laboratory and/or diagnostic test to detect communicable disease
  - vii. Review of the results of the medical examination, tests and identification of problems by the site physician
  - viii. Development and implementation of treatment plan, including recommendations concerning housing and program participation
  - ix. Dental hygiene services, education, and instruction
  - x. Initiation of therapy when appropriate
  - xi. Other tests and examinations as indicated

1.1.5 **FINANCIAL LIABILITY LIMIT.** The Service Provider's total financial responsibility for the cost of prescription pharmaceuticals or prescribed over-the-counter medications not covered by Missouri Medicaid Insurance, County requested and the Service Provider's approved medical supplies and equipment, inpatient hospital services, outpatient hospital services, mobile services, specialty services, dental care, laboratory, x-ray, diagnostic testing, consultation services, and medically indicated ambulance transportation provided off-site or by mobile unit to Jefferson County Juvenile Detention Facility residents shall be limited to an aggregate amount of ten thousand dollars (\$10,000.00) per 12 month contract term with the COUNTY responsible for all pharmaceuticals, off-site, specialty and mobile service costs exceeding the aggregate limit.

- 1.1.5.1 The date of service, or date of admission in the case of a hospital visit, shall be used to determine the calendar month in which the expenses are to be applied toward the \$10,000.00 12 month aggregate limit. Any costs exceeding the \$10,000.00 12 month aggregate limit, will be reconciled back to the COUNTY at the time the costs exceed the limit or monthly as needed.
- 1.1.5.2 Any monies remaining in the 12 month financial liability pool after receipt of invoices for services will be shared with the County at a rate of 90% County/10% Service Provider within 90 days after the 12 month period. Receipts for services received more than 90 days after the close of the 12 month financial liability pool period will be forwarded to the County for payment. The Service Provider shall not be financially responsible for any offsite costs exceeding the \$10,000 annual pool.
- 1.1.5.3 In the event the contract is terminated prior to the 12 month annual term in which the annual liability limit applies, the annual liability limit available for services will be prorated for the portion of the 12 month period elapsed. Costs greater than the prorated amount will be the responsibility of the County.



The Jefferson County Juvenile Office shall:

1. Require that bids be based on a rate when on-call and services are required via telephone. The physician will be available as needed at his/her office, home, hospital or elsewhere by appropriate paging service.
2. Require physician to be available for sick call on a weekly basis and assigned nurse to be available for sick call on a daily basis with hours set to see all who are on sick call. This will be based on mutual agreement between the physician, his/her agent and the Jefferson County Juvenile Detention Facility.
3. Agree to act in good faith regarding the process of reviewing of physician's credentials, providing initial orientation for the physician, and supporting the physician's efforts in the delivery of medical services to patients during these assignments.
4. Require that this agreement may be terminated by either the Jefferson County Juvenile Court, the physician or his/her agency for any reason by giving written notice to the other parties 60 days prior to the termination date, provided all fees have been paid in full. The agreement shall be renewed each year and remain in force until an additional agreement can be made.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 23rd day of November 2016:

Advanced Correctional Healthcare, Inc.  
Company Name

  
Signature  
Dr. Norman Johnson

Print

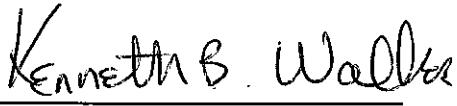
Company Address:

3922 W. Baring Trace

Peoria, IL 61615

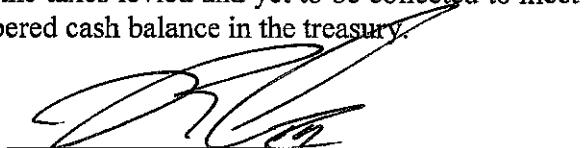
Phone: (309) 692-8100

County of Jefferson, State of Missouri

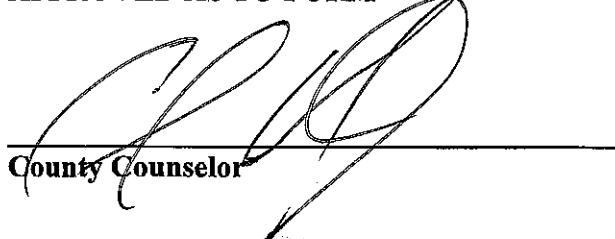
  
Kenneth B. Waller

Kenneth B. Waller County Executive

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

  
County Auditor

APPROVED AS TO FORM

  
County Counselor

## COOPERATIVE BID FORM

**Bid Name:** HEALTH CARE SERVICES - DETENTION 2017

**INSTRUCTIONS:** Bidders MUST fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

## **COOPERATIVE PROCUREMENT CONTRACT**

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**

Yes \_\_\_\_\_ No

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.**

If agreeable to the above, state the minimum dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

BY: \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

## CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

**Phone** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO  
JEFFERSON COUNTY, MISSOURI**

# Program Overview RFP

## Jefferson County JDC, Missouri

County ADP: 41  
 County per diem: \$ 0.20  
 Non-county ADP: 0  
 Non-county per diem: \$ 0.20

Annual Price:

**\$93,461.37**

<b>Practitioner Services (MD)</b>	Recruitment, hiring, training, on-site 1 time every week, 24/7 direct, on-call services including holidays with at least 2 backups
<b>Nursing Services (Recruitment, hiring, training)</b>	25 hours per week of RN nursing
<b>Mental Health Services</b>	Referrals to crisis intervention services, coordination with medical and facility staff to develop treatment plans
<b>Management Services</b>	Strategic plan, peer review, Continuing Quality Improvement meetings, utilization management, risk management
<b>Risk Management Program</b>	Hold harmless and indemnification, facility and county named as additional insureds on the commercial automobile, commercial general, and professional liability (including civil rights liability) portions of ACH's insurance policies
<b>Pharmaceuticals</b> (ACH will prescribe these medications and the price for non-Medicaid items is covered up to the annual pool amount)	Ordering, returning, and destroying. The price for non-Medicaid Pharmaceuticals is covered up to the annual pool amount.
<b>On-site Testing</b>	Finger-stick blood sugar, urine dipstick, and TB testing (see below) TB skin tests for inmates: ACH pays for TB serum and supplies TB skin tests for facility staff: County pays for TB serum and supplies
<b>Medical Supplies (disposable) and initial durable medical equipment</b>	Typically includes tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves for the medical staff, med cups, lancets, ammonia ampules, cotton-tip applicators, alcohol preps. The price is included in the ACH program.
<b>Biomedical Waste Disposal</b>	For the medical unit – typically includes bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, syringes The price is the responsibility of the county.
<b>Dental Care</b>	Hygiene instruction and triage screenings in accordance with criteria established by a licensed dentist to identify those in need of serious dental services. The price of dental services is included up to the annual pool amount.
<b>Off-site Services</b> Consultations, diagnostic testing, hospitalizations, ambulance transportation, specialty services (i.e., gynecology)	When medically indicated, to be arranged within the facility's policies and procedures. The price of the services is included up to the annual pool amount.
<b>Mobile Services</b> Laboratory, X-ray	When medically indicated, to be arranged within the facility's policies and procedures. The price is included up to the annual pool amount.
<b>Office Supplies (disposable)</b>	Typically includes medical charts, paper, pens, staples, Post-It notes. The price is included up to the annual pool amount.

The information contained in this program overview is confidential. It is intended for use by the recipient correctional facility only. Any disclosure, copying, distribution or taking action in relation to the contents of this program overview is strictly prohibited and may be unlawful.

Medical Claims Re-pricing	Confirm the integrity of the claim and calculate the discount.
\$10,000 Annual Pool amount	\$10,000 to pay for items noted in the program overview including non-Medicaid Pharmaceuticals, hospital in-patient and out-patient services, specialty services, dental, lab, x-ray, ambulance service, housekeeping, commissary, office supplies, durable medical equipment, optical and hearing with all leftover funds paid back at 90%.
Medical Policies, Procedures and Protocols	Largely based upon NCCHC guidelines
Advanced Purchasing Program	Use by other county agencies (piggyback) allowed Expected facility savings per year: \$ 11,000
Advanced Training Program	Orientation, in-service, DVD series, pre- and post-tests, drug identification cards

This proposal is valid for 60 days from 11/23/2016

For additional information or to accept this program overview, please contact:

Art Rose, Program Consultant  
Phone: 417-773-7525  
Email: [art.rose@advancedch.com](mailto:art.rose@advancedch.com)

\*This proposal is not a contract. All contracts must be negotiated and signed by both parties.

ACH's federal ID number is 36-4495255.

The information contained in this program overview is confidential. It is intended for use by the recipient correctional facility only. Any disclosure, copying, distribution or taking action in relation to the contents of this program overview is strictly prohibited and may be unlawful.