



Ottawa County

Request for Proposal 24-066 For Inmate and Juvenile Healthcare Services

The County of Ottawa, on behalf of the Ottawa County Sheriff's Office and the 20th Circuit Court, is requesting proposals from experienced and qualified vendors for comprehensive healthcare services, including all medical, mental, and healthcare services, at the Ottawa County Jail and at the Ottawa County Juvenile Detention Center. The initial term of the contract awarded as a result of this RFP shall be for approx. fifty (50) month term with options to renew for two (2) additional one (1) year terms. One contract will be awarded for both facilities

By responding to this RFP, the Proposer agrees to perform in accordance with the terms and conditions set forth herein.

RFP Issue Date:	Thursday, April 18, 2024
Questions Deadline:	Thursday, April 25, 2024
Addendum Issuance:	Tuesday, April 30, 2024
RFP Deadline:	By 2:00 PM (ET) Tuesday, May 14, 2024
Evaluation Timeline (Estimated):	May 20 through May 31, 2024
Intent to Award (Estimated):	Tuesday, June 4, 2024
Contract Start (Estimated):	To Be Determined

RFP Administrator: Janice McLaren, Procurement Specialist, 616-738-4670,
purchasing.rfp@miottawa.org

All requests for additional information or questions should be directed to the RFP Administrator.

Table of Contents

Request for Proposal 24-066.....	1
Section 1: Information Summary.....	3
Section 2: Background Information.....	5
Section 3: Definitions.....	6
Section 4: Description of Facilities and Program Needs.....	7
Section 5: Scope of Work.....	11
A. Medical Care.....	11
B. Mental Health Care.....	21
C. Pharmacy Services.....	22
D. Healthcare Training and Education.....	23
E. Electronic Health Records.....	24
F. Administration.....	24
G. Quality Improvement Program.....	25
H. Staffing.....	26
I. Vendor Mandatory Minimum Qualifications.....	27
J. Pricing and Invoicing.....	28
Section 6: Proposal Submission Requirements.....	29
Section 7: Proposal Selection and Award Process.....	33
Section 8: Contract Terms, Period, Procedures and Use.....	33
Section 9: RFP Terms and Conditions.....	34
Section 10: General Terms and Conditions.....	37

Exhibit One – Standard Contract (Eleven pages for reference)

Section 1: Information Summary

General Information:

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County of Ottawa's website located at <http://www.miottawa.org/Departments/FiscalServices/bids.htm>. Copies of proposal documents obtained from any other sources are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

For purposes of this RFP, the term "Contractor," "Vendor," "Proposer," "Respondent," or "Bidder" are considered to have the same meaning, all referring to the person or company responding to this RFP. Additionally, the terms "County," "Client," or "Owner" refers to the County of Ottawa.

Proposal Submission:

Proposals must be received by **2:00 PM (ET) on Tuesday, May 14, 2024**. Proposals received after this time may not be considered. Proposals may be withdrawn at any time prior to the scheduled proposal deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP Deadline. Proposals should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Proposals will be reviewed to determine if submission requirements are met. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. Vendor assumes responsibility for meeting the submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

All proposals must include completed, signed copies of all required attachments. Vendor assumes all risks associated with electronic submission (including possible technical issues). Proposals containing hyper-links to required response documents or required information (i.e. pricing, references etc.) may be disqualified. Attachments must be filled out in full and signed by an authorized Company representative.

Proposal Response:

Proposal response must contain completed, signed copies of each of the following required attachments:

- Attachment A – Cover Sheet for Proposal
- Attachment B – Vendor References
- Attachment C – Proprietary / Confidential Information Identification
- Attachment D – Proposal Response

Proposals will be accepted by e-mail submission only, as follows:

Respondents will submit an electronic response (preferably single-file PDF format) by email to: purchasing.rfp@miottawa.org with subject line of: “RFP 24-066 For Inmate and Juvenile Healthcare Services”. The County can receive email attachments up to 25 megabytes. Proposal documents larger than 20 megabytes should be sent in multiple emails with subject line of: “RFP 24-066 – 1 of 2”, etcetera. It will be the Proposers’ responsibility to ensure that their proposal has been appropriately delivered and received.

Modification:

Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer’s authorized representative. After the submission deadline, responses may not be modified or withdrawn without written consent of the County.

Pre-Proposal Meeting

At this time, a pre-proposal meeting has not been scheduled.

Questions:

Vendors may submit questions and requests for clarification relating to this RFP via email to the RFP Administrator at purchasing.rfp@miottawa.org by the stated deadline. Responses to all questions and inquiries received by the County will be issued in the form of an Addendum and posted on the MITN and the County’s website. Only answers to questions submitted prior to the submission deadline and released in the form of an Addendum will be considered official and final. Any remarks or explanations made by phone, email, or in-person will be considered draft and will be non-binding. Vendors shall acknowledge in their proposal response the receipt of all issued Addendum.

Section 2: Background Information

County Information:

Beautiful Ottawa County is located in the southwestern section of Michigan's Lower Peninsula. Its western boundary is formed by Lake Michigan, and its eastern boundary is approximately 30 miles inland. The County landmass consists of a total area of 565 square miles with over 300 miles of water frontage. The County is composed of 6 cities, 17 townships, and 1 village.

The current County's legislative body is an eleven-member Board of Commissioners which is elected from single-member districts, determined by population, on a partisan basis for two-year terms. The Board of Commissioners provides oversight, establishes policy, and builds the strategic plan for County operations.

Ottawa County has been named the fastest-growing population in the state. Between 2010 and 2020, there was a 12.3% increase in population. The estimated population in the County in 2021 was 299,157. This significant population growth is expected to continue in the years ahead.

The Ottawa County Sheriff's Office envisions a safe, secure community where the rights, history and culture of each citizen is valued. We will achieve this vision by collaborating with our communities to identify and solve public safety problems and improve the quality of life in Ottawa County. We will be an organization in which each employee embraces integrity as the cornerstone upon which the public's trust is built. We will foster an environment of honesty, trust, and mutual respect in which the Sheriff's Office and the community work together.

The Ottawa County Sheriff's Office mission is to provide professional, ethical law enforcement and correctional services, focusing on customer service. To support the Constitution of the United States and to enforce all laws to preserve public order, reduce crime and provide safe and secure environments in our communities

The primary goal of the Ottawa County Sheriff's Office Corrections Division (Jail) is to ensure the safety of inmates, corrections personnel, and residents of Ottawa County. This is accomplished by detaining inmates in a secure manner, in the least restrictive setting possible, given inmate classification. The Ottawa County Sheriff's Office Corrections Division strives to provide all inmates with humane living conditions and to protect inmate rights consistent with the United States Constitution, the Michigan Constitution, the laws of the State of Michigan and Department of Corrections guidelines.

Ottawa County Juvenile Detention Center values its relationships with residents and their families, as well as with Judiciary, service staff and internal and external professionals. Smooth coordination of services for residents is important and requires good communication and cooperation between detention personnel, court staff and community partners. The use of volunteers is paramount in helping youth develop positive relationships with adults and provide productive linkages within the community. Detention staff believes respect and integrity for all parties is necessary in creating a positive working environment.

Section 3: Definitions

The Ottawa County Sheriff's Office and the 20th Circuit Court seek a vendor to provide comprehensive healthcare services, including all medical, mental, and healthcare services to inmates at the Ottawa County Jail (OCJ) and residents at the Ottawa County Juvenile Detention Center (OCJDC). One contract will be awarded for both facilities.

OCJ: Ottawa County Jail

OCJDC: Ottawa County Juvenile Detention Center

Healthcare Services Provider: The successful vendor that enters into a contract with Ottawa County to provide comprehensive healthcare services, including all medical, mental, and healthcare services.

HIPAA: The Health Insurance Portability and Accountability Act is a Rule that provides federal protections for personal health information held by covered entities and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of personal health information needed for patient care and other important healthcare related purposes.

EHR: An Electronic Health Record is a digital collection of medical information about a patient that is stored on a computer, it includes information about a patient's health history, diagnoses, medications, diagnostic tests, allergies, immunizations, and treatment plans.

NCCHC: National Commission on Correctional Health Care

ACA: American Correctional Association

PREA: Prison Rape Elimination Act

MAT: Medication Assisted Treatment

FTE: Full-Time Equivalent

Section 4: Description of Facilities and Program Needs

The information provided in this section shall serve as a guideline and should not be considered all-inclusive for the comprehensive healthcare services, including mental healthcare services, being requested.

Facilities:

The Ottawa County Jail (OJC), located at 12130 Fillmore Street, West Olive, MI 49460 and the Ottawa County Juvenile Detention Center (OCJDC), located at 12110 Fillmore Street, West Olive, MI 49460 have a total combined square footage of 136,460.

OCJ

Rated Capacity: 462

Average Daily Population (ADP)

2020: 387

2021: 226

2022: 256

2023: 267

OCJDC

Rated Capacity: 40 beds

Average Daily Population (ADP)

2020: 22.52

2021: 24

2022: 16.97

2023: 21.95

In 2023, the gender demographics of the OCJ population (based on the average daily population) was 82.5% percent male and 17.5% percent female. In 2023, the gender demographics of the OCJDC was 67% percent male and 33% percent female.

The current average length of stay in OJC is 23.1 days

The current average length of stay in OCJDC is 23.45 days

Ottawa County makes no representation of any kind with respect to the anticipated average length of stay on the average daily population during the period covered by any contract for the provision of healthcare services.

The OJC houses adult male and female offenders; most inmates are awaiting trial or sentencing or are serving terms of less than one year. The separate OCJDC is located in an adjacent building which houses male and female pre and post adjudicated residents (9-17 years of age). The OJC and the OCJDC are sight and sound separated but share healthcare services.

The current inmate medical services provider has been in place since June 1, 2019.

Current staffing:

CURRENT STAFFING PLAN FOR OCJ							
Information provided is for reference only.							
POSITION	SCHEDULE						
DAY SHIFT (hours worked between 6:00am to 6:00pm)	S	M	T	W	T	F	S
Health Services Administrator		8	8	8	8	8	
Director of Nursing		8	8	8	8	8	
Administrative Assistant		8	8	8	8	8	
Medical Director (Physician)		5					
APRN/NP					6		
Psych APRN/NP		4					
Registered Nurse	12	12	12	12	12	12	12
LPN	12	12	12	12	12	12	12
DAY SHIFT TOTALS	24	57	48	48	54	48	24
NIGHT SHIFT (hours worked between 6:00pm to 6:00am)							
Registered Nurse	12	12	12	12	12	12	12
LPN	12	12	12	12	12	12	12
NIGHT SHIFT TOTALS	24	24	24	24	24	24	24
TOTALS	48	81	72	72	78	72	48

CURRENT STAFFING PLAN FOR OCJDC							
Information provided is for reference only.							
POSITION	SCHEDULE						
DAY SHIFT (hours worked between 6:00am to 6:00pm)	S	M	T	W	T	F	S
Medical Director (Physician)		4					
Psych APRN/NP				2			
Registered Nurse	0	4	4	4	4	4	0
DAY SHIFT TOTALS	0	8	4	6	4	4	0
NIGHT SHIFT (hours worked between 6:00pm to 6:00am)							
Registered Nurse	0	0	0	0	0	0	0
NIGHT SHIFT TOTALS	0	0	0	0	0	0	0
TOTALS	0	8	4	6	4	4	0

Medical and Mental Health Statistics for 2023 for OCJ Only:

Medical Visits: 11,173

- Provider Sick Calls – 728
- Nurse Sick Calls – 2,217
- Intakes Completed – 1,795
- Physicals Completed – 713
- Chronic Care Visits – 129
- Nursing Encounters – 5,591

Mental Health Visits: 363

- Onsite Visits – 241
- Telehealth Visits – 122

ER Visits: 35 to local hospitals

The OCJ space provides a secure medical facility that includes a waiting area, an administrative area, two (2) examination rooms, space for prescription storage and storage for inmate files. Current medical equipment at the OCJ consists of four (4) wheelchairs, two (2) walkers, two (2) shower chairs, one (1) toilet seat risers, four (4) vitals machine carts, one (1) doppler artery scanner, one (1) EKG machine, three (3) exam tables, glucometer, scale, otoscope, one (1) ear flush system, crutches, oxygen concentrator, portable oxygen, centrifuge, autoclave/sterilizer, first aid kits, gauze/bandages/gloves etc. and biohazard waste bins.

The OCJDC space has one (1) examination room and an office space with available storage for prescriptions and files. Current medical equipment at the OCJDC consists of a wheelchair, vitals machine, exam table, nebulizer, crutches, scale, sharps container, small refrigerator, oxygen tank, glucometer, first aid kits, gauze/bandages/gloves etc. and biohazard waste bins.

An equipment list shall be established and agreed to between the Healthcare Services Provider, OCJ and OCJDC prior to the execution of any contract. The Healthcare Services Provider shall be responsible for the repair or maintenance of existing equipment and for procuring and stocking all medical supplies for the routine and specialty care of all inmates, unless otherwise negotiated during contract award. All equipment and remaining supplies shall be converted to OCJ and OCJDC inventory at the termination of the Contract.

Dental services for the OCJ are coordinated through the Ottawa County Miles of Smiles. American Mobile Dental provides dental services for the OCJDC as bi-monthly service visits.

Mental Health services are currently provided and managed by the current medical services provider. The current contractor has a Psych APRN/NP on site four (4) hours per week at the OCJ and two (2) per week at the OCJDC to manage mental health services and continuity of care.

Transportation in emergencies, provided by Life EMS Ambulance. Emergency Room services are provided by either Holland Hospital, 602 Michigan Avenue, Holland MI 49423 or Corewell Health – Zeeland Hospital, 8333 Felch St., Zeeland, MI 49464. Coordination with OCJ and OCJDC staff for arrangements when the immediate transfer of an inmate or resident is by ambulance is required. For OCJDC: Emergency Room services may also be provided by Helen DeVos Children’s Hospital, 100 Michigan St., NE, Grand Rapids, MI 49503.

Prescription services are managed by the current inmate medical services provider in coordination with the Ottawa County staff, and Janus and Contract Pharmacy Services, Inc. as a third-party provider for medications.

Program:

The Healthcare Services Provider shall establish a program to provide 24- hour comprehensive healthcare and mental healthcare services for the OCJ and the OCJDC.

The program shall comply with current and future federal, state, and local laws, codes, rules, regulations, court order, and administrative and institutional directives. At a minimum, services must meet the standards set by National Commission on Correctional Healthcare (NCCHC), the American Correctional Association (ACA), the Michigan Department of Corrections Jail and Juvenile Standards and County Jail Standards.

The program shall meet healthcare services/medical/mental health/suicide watch and community standards of health care. The Vendor shall provide turnkey medical services including, but not limited to, Physician, Psychiatrist/Psych NP, Advanced Practice Clinician (NP/PS), RN’s LPN’s, Qualified Mental Health Providers, X-ray, Lab Work, supplies, and all other equipment/staff associated with staffing the medical unit.

Section 5: Scope of Work

The Ottawa County Sheriff's Office and the 20th Circuit Court seek a vendor to provide comprehensive healthcare services, including all medical, mental, and healthcare services to inmates at the Ottawa County Jail (OCJ) and residents at the Ottawa County Juvenile Detention Center (OCJDC). One contract will be awarded for both facilities.

The Healthcare Services Provider shall be the sole supplier and coordinator for all healthcare services, including Mental health care and shall maintain total compliance in regard to standards set by National Commission on Correctional Healthcare (NCCHC), the American Correctional Association (ACA), the Michigan Department of Corrections Jail and Juvenile Standards and County Jail Standards. The responsibility of the Healthcare Services Provider is limited to inmates and juvenile residents committed to the physical custody of the Ottawa County Jail and the Ottawa County Juvenile Detention Center.

Vendors are encouraged to supply an alternate detailed proposal that has proven strategies for reducing the overall healthcare cost for Ottawa County.

All sections contained in the Scope of Work apply to both OCJ and OCJDC unless specifically identified in each section.

A. Medical Care

The OCJ and OCJDC are not responsible for injuries sustained to inmates and residents prior to booking. Medical staff are required to evaluate illness and injuries prior to booking into the facility and may reject an individual for booking into the OCJ or OCJDC for medical reasons. Once the inmate/resident has been accepted for booking he/she will be the financial responsibility of the Healthcare Services Provider.

- 1.0 **Intake Evaluation/Receiving Screening:** Screening must address, at a minimum, the following: current and past illnesses; health conditions/unique requirements; disabilities; recent illness symptoms; current medical, mental health, or dental concerns; assessment screening for tuberculosis; infectious disease symptoms; mental illness; history of trauma or sexual assault/abuse; dietary restriction; PREA screening; history or current suicidal/homicidal ideation; current medications; upcoming urgent appointments: such as cancer treatment; known allergies; drug or alcohol use; MAT participation; pregnancy; gynecological issues; health insurance coverage and gender identity. Screening shall be conducted in accordance with the current Michigan Department of Corrections: Administrative Rules for Jails and Lockups Health Screening.

OCJ: Qualified medical staff shall be stationed in the Intake area, 24 hours per day, seven days per week. All inmates shall receive a screening by medical staff.

OCJDC: In the absence of a nurse on duty, the Juvenile Detention Officer (JDO) will complete a medical intake screening form, and the nurse upon arrival for their shift the following day, will complete a full intake evaluation/receiving screening on each resident booked the night prior.

- 1.1 The Healthcare Services Provider will be responsible for requesting information regarding private health insurance on all inmates and residents. All information on insurance, including primary and secondary insurers, is to be part of the inmate or residents healthcare record and shall travel with them in instances where care is needed off-site. Any health insurance information related to coverage of services must be provided to off-site care providers.
- 1.2 Medical staff, when on duty, will be utilized to assess injured or seriously ill inmates or residents prior to admission into the facility for possible deferral for medical treatment. Vendor to provide in proposal, the procedure to be followed if an inmate or resident is rejected for booking into the OCJ or OCJDC for medical or behavioral reasons.
- 1.3 The Healthcare Services Provider shall have all newly booked inmates/residents sign a Release of Information (ROI) so that prior medical records can be reviewed to ensure continuity of care. Verification of medications and bridging of medications shall occur as part of the intake process through a medication verification web portal, the portal will be the Successful Vendor's financial responsibility.
- 1.4 The Healthcare Services Provider is expected to have all OCJ receiving screening completed as soon as possible, **but not more than four (4) hours after admission**. Penalties may be incurred if receiving screening is not completed within the designated time indicated.

2.0 **Initial Health Assessment**

For OCJ: Inmates shall be provided a comprehensive health assessment, including a physical examination, as soon as possible, but no later than fourteen (14) calendar days after admission to the facility, unless an earlier health assessment is clinically indicated. Kitchen work-aids will receive health clearance within 48 hours of the medical department's receipt of the inmate from the facility classification department. Medical staff shall complete tuberculin skin test, offer STD testing to women < 35 years old, men < 30 years old, and all pregnant females regardless of age for chlamydia, gonorrhea, and syphilis. Health assessments shall include, but not be limited to, review of the receiving screening, complete history and physical examination, mental health screening, dental screening, vision and hearing screening, laboratory tests and

other diagnostic tests as clinically appropriate. Health assessments shall be completed by a qualified health care professional and in accordance with current NCCHC standards.

For OCJDC: Juvenile health assessments shall be completed within seven (7) days of arrival in the facility. Health assessments shall include, but not be limited to, review of the receiving screening, complete history and physical examination, mental health screening, dental screening, vision and hearing screening, laboratory tests and other diagnostic tests as clinically appropriate.

Immunization records of juveniles shall be obtained and updated as clinically indicated. The Healthcare Services Provider shall work with the Public Health Authority to received approval of standard Health Screening Form which includes inquiry, observation, and medical disposition in accordance with Michigan Division of Child Welfare Licensing.

- 3.0 **Non-Emergency Health Care Requests/Sick Call:** All inmates and residents are given the opportunity to submit oral or written (electronic) health care requests daily.

For OCJ: It is preferred that inmates utilize a tablet/kiosk to facilitate an electronic non-emergency health care request / sick call, however, requests may also be submitted orally or via written paper. The Healthcare Services Provider shall integrate each sick call into the electronic health record and implement an electronic trackable sick call compliance report. Nonemergency Health Care Requests and Services requires that oral or written requests for health care are picked up daily by qualified health care professionals and triaged within 24 hours. When a request describes a clinical symptom, a face-to-face encounter between the patient and a qualified health care professional occurs within 48 hours (72 hours on weekends). The intent is that a patient is seen within 48 hours (72 hours on weekends) from the time the request is picked up. The requests should be triaged in the first 24 hours and the face-to-face encounter should be conducted within the next 24 hours. The Healthcare Services Provider's Nursing Assessment Protocols and Procedures may involve first-aid, nursing care, medication protocol or a follow up with the provider. If an inmate needs assistance submitting a medical request, the Healthcare Services Provider will provide support, including, but not limited to, translation services and accessibility options.

For OCJDC:

The residents shall utilize a paper sick call request form to facilitate a sick call request for a medical, mental health or dental sick call. The Healthcare Services Provider shall integrate each sick call into the electronic health record and implement an electronic trackable sick call compliance report. Nonemergency Health Care Requests and Services requires that oral or written requests for

health care are picked up daily by qualified health care professionals and triaged within 24 hours. When a request describes a clinical symptom, a face-to-face encounter between the patient and a qualified health care professional occurs within 48 hours (72 hours on weekends). The intent is that a patient is seen within 48 hours (72 hours on weekends) from the time the request is picked up. The requests should be triaged in the first 24 hours and the face-to-face encounter should be conducted within the next 24 hours. The Healthcare Services Provider's Nursing Assessment Protocols and Procedures may involve first-aid, nursing care, medication protocol or a follow up with the provider. If a resident needs assistance submitting a medical request, the Healthcare Services Provider will provide support, including, but not limited to, translation services and accessibility options.

- 3.1 A compliance tracking report shall be completed each month and include, but not be limited to, the following data metrics
- Sick call request submission date
 - Triage date/time
 - Date seen by nursing
 - Description of clinical issue noted
 - Date seen by Provider, if clinically indicated
 - Clinical outcome
- 3.2 Diagnosis and treatment of health problems referred to Physician by triage nursing staff will be accomplished by a sick call procedure. A means of addressing emergencies, including after-hours care, must be provided by the Healthcare Services Provider.
- 4.0 **Nursing Services:** Routine nursing services shall include, but not be limited to, the following:
- a) Medical housing coverage at all times for OCJ
 - b) Receiving screening within guidelines listed above for each facility.
 - c) Initial health assessments
 - d) Medications as prescribed
 - e) Sick call held daily; face to face triage encounter within 24-hours of request for sick calls with clinical indication
 - f) Timely responses to medical needs and emergencies
 - g) Physician support services
- 5.0 **Acute and Chronic Care / Specialty Services of Care:** As part of proposal submissions, vendor must describe their on-site process from identification through discharge, including clinical protocols, consistent with national clinical practice guidelines to assist with the identification of chronic care diseases, such as, but not limited to:
- Asthma

- Diabetes
- HIV
- Seizures
- Hepatitis
- Hyperlipidemia
- Hypertension
- Mood Disorders
- Psychotic Disorders
- Pain Management
- Gastroesophageal Reflex Disease (GERD)
- Vision threatening conditions
- Infectious diseases

In order to reduce both risk and cost, the Healthcare Services Provider may arrange for specialty clinics to be conducted on-site at the OCJ and OCJDC, when reasonably possible or through telemedicine programs. These clinics may include treatment of listed chronic diseases, wound care, and obstetrics.

5.1 Specialty services care clinics or appointments, which cannot be provided on-site and deemed medically necessary, shall be scheduled without adversely affecting the health of any inmate or juvenile resident.

- Diagnostic Testing
- Medical Specialty Referrals
- Surgery
- Kidney Dialysis
- Residential Hospice Care

The Healthcare Services Provider, the OCJ and the OCJDC, when deemed necessary, shall plan for the transportation and care of inmates and residents at another mutually accepted medical care facility or specialty clinic. The name and location of such facilities, and dates and times of appointments, shall not be divulged to inmates, their families or friends or others for security purposes. The Healthcare Services Provider shall attempt to arrange hospital rooms that are secure for the inmates and juvenile residents. The Medical Director may authorize the use of additional offsite specialty care facilities where clinically beneficial or to avoid an interruption in continuity of care with an established provider.

5.2 Prenatal Care and Delivery. The Healthcare Services Provider shall develop provisions for prenatal care according to accepted prenatal guidelines. Prenatal care is provided through specialty care clinics providing prenatal care and includes:

- Routine appointment

- Testing and medical treatment for opioids at intake
- Routine urine testing for proteins and ketones
- Vital signs and weight
- Assessment of fundal height and heart tone
- Dietary supplement
- Observations for signs of pregnancy complications
- Post-partum care

When an inmate or resident goes into labor, the Healthcare Services Provider shall notify OCJ or OCJDC staff. The Healthcare Services Provider shall not be responsible for medical costs associated with the medical care of any infants born to inmates or residents.

5.3 Therapeutic Diet process and prescription, in consultation with the food services manager, shall be as follows and as accordance with Mich. Admin. Code R 791.720):

- a) Develop written procedures that identify individuals who are authorized to prescribe a therapeutic diet.
- b) The therapeutic diet utilized by this facility shall be planned, prepared and served with consultation from a registered dietitian.
- c) The jail Administrator/Captain shall comply with any therapeutic diet prescribed for an inmate.
- d) The jail Administrator/Captain and the Medical Director shall ensure that the diet manual, which includes sample menus of therapeutic diets, shall be available to both health services and food services workers. A registered dietitian shall review, and the Medical Director shall approve, the diet manual on an annual basis.

As a best practice, all therapeutic diet prescriptions should be reviewed and rewritten, if appropriate, on a quarterly basis. This is to reduce the risk of an inmate developing an adverse medical condition or nutritional defect as the result of a diet that is inconsistent with the inmate's current medical needs. A diet request form should be made available to inmates.

Pregnant or lactating women shall be provided a balanced, nutritious diet approved for pregnant women by a physician.

6.0 **Women's Health Care.** The Healthcare Services Provider shall develop provisions for gender-specific health care needs and develop procedures for comprehensive services for women's unique health issues. As part initial health assessment, screening for and history of ,sexual and physical trauma, follow age-appropriate screening guidelines established by national organizations at entry for STD screening, breast and cervical cancer screening and provide gender-appropriate, age-appropriate, medical treatment and counseling for all women.

- 7.0 **Ancillary Services (Onsite):** The Healthcare Services Provider shall be responsible for the provision of all laboratories, x-ray and diagnostic services and the costs associated with implementing and providing said services. Diagnosis and treatment requiring the following specialization services identified in Sections 7.1, 7.2, and 7.3, must be sufficient to provide emergency care and as medically required, for routine care for inmates and residents
- 7.1 **Radiology:** The Healthcare Services Provider shall provide timely on-site radiology services, to include, but not be limited to: x-ray, mammogram, ultrasound services, and include the taking of x-rays by a registered technician, interpretation by a board-certified radiologist within 48 hours, a written report and scheduling of all x-rays. The on-call provider shall be notified immediately of all STAT reports, and all abnormal radiology results. Results are to be reviewed and signed off by a physician or mid-level provider with a follow up plan of care outlined in accordance with results. The Healthcare Services Provider shall provide all related supplies and is responsible for all associated costs.
- 7.2 **Diagnostics:** The Healthcare Services Provider shall include, at a minimum, EKG/ECG, PT INR, Wound care, etc. services including equipment, supplies, interpretations, and reports necessary to provide this service on-site.
- 7.3 **Laboratory testing:** The Healthcare Services Provider shall be responsible for all medical laboratory services including the provisions for STAT services and the pick-up and delivery of specimens. A physician shall review and document in the medical record all laboratory results in accordance with NCCHC standards. The on-call provider shall be notified immediately of all STAT reports, and all abnormal laboratory results. Results are to be reviewed and signed off by a physician or mid-level provider with a follow up plan of care outlined in accordance with results.
- 7.4 **Legal Blood Draws.** Shall be done by a non-related third party and are not the responsibility of the Healthcare Services Provider.
- 7.5 **Chain of Evidence.** Apart from diagnostic laboratory testing, the Healthcare Services Provider shall provide services from drawing blood specimens from inmates as requested by the OCJ or from inmates in pursuant to a Court Order in compliance with “chain of evidence” requirements.
- 8.0 **Infirmary Care.** Ottawa County does not have an Infirmary. The vendor will need to address this issue in their proposal.
- 9.0 **Emergency Services and Treatment.** The Healthcare Services Provider shall make provisions for 24-hour emergency medical care. It is the Healthcare Services Provider’s responsibility to arrange for emergency transportation through Facility departmental vehicles, where clinically applicable, or through Emergency Medical Services (EMS), Life EMS Ambulance. The cost of

transportation by Ambulance and EMS Services provided by Life EMS Ambulance will be the financial responsibility of the County.

- 9.1 The Healthcare Services Provider shall provide the following:
- a) Written policies and procedures concerning emergency transfer and transportation of inmates and juvenile residents, in coordination with OCJ and OCJDC policy and procedure.
 - b) Arrangement for emergency on-call twenty-four (24) hour physician.
 - c) Coordination with OCJ and OCJDC staff for arrangement with the immediate transfer of an inmate or juvenile resident is required by ambulance or another vehicle.
 - d) The Healthcare Services Provider shall provide emergency treatment only to corrections personnel, visitors and volunteers who are injured or become ill while at the facility. Treatment may consist of stabilization and referral to personal physician or local hospital.

- 10.0 **Special Medical and Mental Health Treatment Plans:** Written individual treatment plans shall be developed by the responsible physician and/or mental health provider for inmates with special medical and /or mental health conditions requiring close medical supervision, including chronic and convalescent care.

The plan should include directions to health care and other personnel regarding their roles in the care supervision of the patient.

The Healthcare Services Provider shall develop a special treatment plan to ensure patient disability aids are well-maintained, including but not limited to, timely response to maintenance requests by disabled patients and the provision of auxiliary aids, services, and accommodations. Any special security concerns should also be noted and communicated to security staff.

Health care counseling such as pre and post HIV testing shall be performed by certified counselors.

- 11.0 **Hospital Care:** The Healthcare Services Provider shall obtain routine outpatient/inpatient services from hospitals to meet the healthcare needs of inmates and residents. When outside hospitalization is required, the Healthcare Services Provider shall coordinate with facility staff in arranging transportation and officer coverage.

- 11.1 The Healthcare Services Provider is responsible for pre-approvals, case management, utilization review and discharge planning.
- 11.2 Transfer clearance: Medical clearance for the transfer of an inmate or resident will be completed within 24 hours of receiving the name and booking number.
- 11.3 The Healthcare Services Provider is expected to make recommendations to enhance cost containment efforts without impacting quality of care, where clinically able to do so. Currently, OCJ and OCJDC predominately utilize

Holland Hospital, 602 Michigan Avenue, Holland MI 49423 and Corewell Health – Zeeland Hospital, 8333 Felch St., Zeeland, MI 49464.

- 11.4 Inmates and residents returning from a hospital with an inpatient stay are to be seen and assessed by MD or APRN prior to going to the general population. A clinical note regarding this encounter and review of the hospital discharge paperwork with reference to treatment plan in-house must be documented in the electronic health record. In-house treatment plans shall be shared with the inmate or resident.
- 11.5 As part of a submitted proposal, vendors must provide a detailed plan for providing inmates and residents with prompt hospital care while also providing OCJ and OCJDC with utilization and case management, data analytics, methods, and programs that thoroughly review clinical and financial claim data.
- 11.6 Healthcare services, including claims adjudication, shall be extended to any individual in physical custody of either the OCJ or OCJDC, including those under guard at offsite hospitals.
- 12.0 **Offsite Medical Costs and Reports:** The Healthcare Services Provider shall provide detailed **monthly** offsite cost reports and will adjudicate and pay all claims within **ninety (90) days of receipt of medical bill**. At no time shall outstanding bills be the responsibility of the OCJ or the OCJDC. The Healthcare Services Provider shall invoice OCJ and OCJDC monthly, and provide financial trends, details, and projected cost summaries for the remainder of the contract year.
- 12.1 The Healthcare Services Provider shall be responsible for the timely management, coordination, payment, and adjudication of all offsite healthcare costs. The Healthcare Services Provider shall provide to OCJ and OCJDC monthly detailed statements of all paid claims related to offsite healthcare costs and claims based on documented efforts, to ensure claims are billed correctly and meet all claim invoice approval requirements.
- 12.2 All claims shall be adjudicated and paid by 180 days after the close of each contract year. Any claims submitted after this date shall be denied, for timely filing, except where an invoice is late because an earlier Reversal or Denial is overturned.
- 12.3 As part of a submitted proposal, vendors shall provide in their Response: claims management detailed report(s) that will be utilized by the Healthcare Services Provider to process all offsite medical invoices and claims from offsite healthcare providers. As part of the interview process, the Healthcare Services Provider may be required to demonstrate real-time adjudication of healthcare claims, the claims auditing process and third-party payment management.
- 13.0 **Continuum of Care and Re-Entry:** The Healthcare Services Provider shall develop individualized post release continuum of care plans, including but not

limited to: Discharge planning for complex medical conditions i.e., HIV, cancer, acute comorbid illnesses, severe mental illness, assistance with post release appointments, Medicaid Enrollment for in-patient hospital admissions over 24 hours while in detention, sufficient medication refills until a community provider assumes care, and assistance with attaining housing, employment, and substance use treatment.

For OCJDC: Juveniles being released from OCJDC shall be referred to the care and custody of the parent/guardian with instructions for follow up treatment

- 14.0 **Translation/Interpretation Services:** The Healthcare Services Provider shall provide translation/interpretation services with the healthcare staff or through commercially available sources. The Healthcare Services Provider shall bear the cost of such services. Other inmates or OCJ or OCJDC staff are not to be used for translation services related to healthcare and mental healthcare services.
- 15.0 **Emergency Notifications:** The Healthcare Services Provider shall work with OCJ and OCJDC to ensure sharing of appropriate information regarding an inmate's or resident's condition if the family or other legal guardian is to be notified of a serious injury or illness. In the event of a life-threatening illness or surgery requiring hospitalization, the Healthcare Services Provider shall notify the Superintendent or designee so that the necessary family, guardian, or other representative/next of kin may be notified. OCJ and OCJDC may designate a chaplain or other individual to carry out the notification. The location of inmates or residents shall not be divulged to their families or friends or others for security purposes.
- 16.0 **Ectoparasites:** The Healthcare Services Provider shall work with OCJ and OCJDC to establish guidelines and protocols for the prevention, identification, and treatment for ectoparasites such as pediculosis (lice) and scabies. Procedures shall establish an immediate notification to the facility for cleaning/decontamination purposes and shall describe the process for treatment of the individual, other individuals exposed, and all clothing and bedding. Intake screening shall include inquiry and observation regarding potential presence of ectoparasites and treatment shall be individualized to each inmate infected.
- 17.0 **Substance use Counseling and Treatment:** The Healthcare Services Provider shall work with OCJ and OCJDC to develop treatment plans and programs for substance abuse. Prior to entering treatment, a clinical assessment shall be conducted to determine the type of treatment plan and program which will be most effective. Based on this assessment, a decision for medical supervision may be determined. Protocols for the detoxification of inmates withdrawing from substances including, but not limited to: drugs, chemicals, or alcohol is done only under medical supervision in accordance with local, state, and federal laws. The Medical Director shall establish a detoxification protocol or clinical

pathway for the on-site treatment of mild to moderate intoxication and/or withdrawal. These protocols should also address pregnant females going through withdrawal.

- 18.0 **Medical-Assisted Treatment Program:** The Healthcare Services Provider shall work with OCJ and OCJDC on the coordination and continuation of the established comprehensive medication assisted treatment (MAT) program with services that include, but are not be limited to, use of medications in the treatment of opioid use disorder (MOUD). Access to a treatment must be made available to inmates and residents within 24 hours of booking and available throughout their incarnation if deemed clinically appropriate.

B. Mental Health Care

The Healthcare Services Provider shall implement a comprehensive mental health program for the emotional needs of the inmates and residents to include evaluation, treatment and/or referral. All inmates and juvenile residents will receive a behavioral health (BH) screening to identify mental illness, suicide risk, substance use, and neurocognitive and neurodevelopmental disorders.

- 1.0 Behavioral Health Screening to include
- Assessment of current behavioral health status and current/historical treatment, to include psychotropic medication use
 - Assessment of current suicidal potential and person-specific risk factors that increase suicide potential, as well as protective factors that protect against suicide potential
 - Assessment of violence potential and person-specific factors that increase violence potential.
 - Assessment of prior sexual abuse, victimization, and predatory behavior.
 - Assessment of drug and alcohol use and/or addiction treatment
 - A records review, including criminal history, current charges, and social history
 - Consultation with staff regarding behavioral observations of the individual
- 1.1 Those identified as having a mental illness, symptoms of psychotic behavior, or a history of mental health needs will be seen and further assessed by a Master's degree licensed mental health clinician within 14 days of Intake. Clinicians will facilitate Releases of Information (ROI), where applicable, so that prior medical records can be obtained to ensure continuity of care. Those identified as having symptoms of suicidal ideation will receive expedited mental health services, including housing priority.
- 1.2 The Healthcare Services Provider shall coordinate mental health services with OCJ and OCJDC. This care shall include, and is not limited to, crisis

intervention, suicide prevention, counseling, and administration of psychotropic medications. Mental health care shall be coordinated with health care staff.

- 1.3 Healthcare Services Provider shall provide detailed assessments and appropriate observations and re-evaluation for inmates or residents determined to be suicidal. Healthcare Services Provider will make recommendations for housing, supervision, and services. Healthcare Services Provider shall identify ways to avoid single cell placement without increasing risk to the at-risk inmate or resident
- 1.4 Healthcare Services Provider to describe Behavioral Telehealth Program options, including opportunities that would benefit mental health care outcomes for both inmates and residents. Healthcare Services Provider to provide as part of their proposal, recommendations on mental health care as part of a quality improvement program.

C. Pharmacy Services

The Healthcare Services Provider shall have a written policy and defined procedures required, and actual practices evidenced, in that pharmaceutical services are sufficient to meet the needs of the OCJ and OCJDC and are in accordance with all legal requirements. The Healthcare Services Provider will provide for management of pharmaceuticals that includes:

- 1.0 A licensed and qualified Pharmacist, subcontracted by the Healthcare Services Provider shall monitor pharmacy and emergency pharmacy services, consistent with state and federal laws that also meet all applicable national standards and regulations. Monitoring shall include documented corrective action and follow-up, necessary to ensure that preventative measures are taken.
- 1.1 Pharmacy services are the sole financial and procurement responsibility of the Healthcare Services Provider, except for HIV, Hepatitis C, and MAT medications, which will be procured by the Healthcare Services Provider but financially reimbursed by OCJ and OCJDC. Healthcare Services Provider shall provide a detailed patient utilization monthly report.
- 1.2 The Healthcare Services Provider shall provide a written protocol of provision for pharmaceutical services to ensure that prescribed medications are readily available no more than twelve (12) hours after prescribed. The Healthcare Services Provider shall have a contract with a local community pharmacy to provide back-up for medications that are unable to be delivered within the 12-hour time frame.
- 1.3 The OCJ shall provide locked medication carts and other supplies deemed appropriate and approved by the Jail Administrator and the Healthcare Services Provider. The Healthcare Services Provider shall be responsible for

- communication issued related to the proper and safe packaging of medication to the Jail Administrator, or other designed official.
- 1.4 All drugs are stored under proper conditions, and security. Antiseptics, other drugs for external use, and disinfectants are stored separately from internal and injectable medications. Drugs requiring special storage for stability – for example, drugs that need refrigeration – are so stored
 - 1.5 The Healthcare Services Provider shall be financially responsible for implementing a medication verification portal. Prescriptions prescribed by the inmate or resident’s doctor shall be evaluated and continued upon entry into the facility, where clinically appropriate. All prescription change rationale shall be noted in the patient’s chart.
 - 1.6 Develop a standard formulary that is consistent with community-based medical and mental health providers. The Healthcare Services Provider shall provide a minimum of quarterly pharmacy consultant audits with written reviews by a registered pharmacist
 - 1.7 Develop a written pharmacy program plan that address the administration of medications, and how accountability for narcotics and Class II medications will be completed, and the procedure(s) that will be followed to ensure that incarcerated persons receive their medications as ordered. Federal, State ,and local laws/regulations and licenses are the responsibility of the Healthcare Services Provider.
 - 1.8 A stock supply of the most utilized medication should be maintained on site.
 - 1.9 Administration of medications will be recorded on an electronic medication record (MAR), including documentation when a prescribed medication was not administered.
 - 1.10 The Healthcare Services Provider shall develop and implement a compliance report to include, but not be limited to, consecutive days of patient’s missed and refused medications. The report shall be shared between medical and mental health staff for action and reviewed at Daily Clinical and Administrative Meetings.

D. Healthcare Training and Education

As part of primary healthcare, health education services will be an important and required component of the total healthcare delivery system. Health education includes patient education, in-service education and first aid, CPR training and blood-borne and airborne pathogen training, as well as insulin management (including sliding scale regimens) and allergy management for Correctional and Juvenile Detention Facility employees.

E. Electronic Health Records

Electronic Health Records (EHR): individual electronic medical care records will be initiated and maintained for every inmate and resident regarding medical, or mental health services as a result of the receiving screening process.

When requested, the Healthcare Services Provider shall provide the patient with a copy of their medical records, including copies of all medical services and results, through the medical request process.

The Healthcare Services Provider shall keep full and accurate accounts and records in connection with the services provided under this contract. All such records, and electronic copies, shall be the property of OCJ and OCJDC, but remain in the custody of, and maintained by, the Healthcare Services Provider during the term of this contract. The Healthcare Services Provider shall retain originals and/or copies of such records for a minimum period of seven (7) years. The records may be audited by OCJ and OCJDC at any time. Medical and mental health records shall be maintained for each inmate or resident at OCJ and OCJDC in conformance with professional and required standards of confidentiality and shall be retained for a period of time as required by the laws of the State of Michigan. Original/electronic medical, dental, and mental health records shall be surrendered to OCJ and OCJDC at the termination of this contract

F. Administration

The Healthcare Services Provider shall establish a program to provide 24- hour comprehensive healthcare and mental healthcare services for the OCJ and the OCJDC.

The program shall comply with current and future federal, state, and local laws, codes, rules, regulations, court order, and administrative and institutional directives. At a minimum, services must meet standards as set by National Commission on Correctional Healthcare (NCCHC), the American Correctional Association (ACA), the Michigan Department of Corrections Jail and Juvenile Standards and County Jail Standards.

The program shall meet healthcare services/medical/mental health/suicide watch and community standards of health care. The Vendor shall provide turnkey medical services including, but not limited to, Physician, Psychiatrist/Psych NP, Advanced Practice Clinician (NP/PS), RN's LPN's, Qualified Mental Health Providers, X-ray, Lab Work, supplies, and all other equipment/staff associated with staffing the medical unit.

Healthcare Services Provider shall have a comprehensive utilization management program that emphasizes cost containment initiatives will not interfere with providing timely and clinically necessary health care services to inmates and residents.

The Healthcare Services Provider shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Health Service Administrator (HSA), includes, but is not limited to, unsafe conditions, patient safety concerns, and injury to staff or visitor

A comprehensive annual statistic report shall be provided to the OCJ Designee, and to OCJDC Superintendent or Designee in accordance with NCCHC and ACA standards.

On a quarterly basis, the Healthcare Services Provider 's Administrative Staff shall have a documented meeting with the OC Jail Administrator and OCJDC Administrator and their staff to discuss the concerns of the healthcare services and any potential issues. The provider shall express concerns about any existing health-related procedures within the facility and propose changes for improvement to services and to propose more cost-effective ways to perform the services.

A Monthly Statistical Report shall be submitted to OCJ and OCJDC by the tenth (10th) calendar day of each month, with data from the previous month. An example of a typical monthly statistical report shall be provided as part of the submitted proposal.

A written disaster plan identifying healthcare staff's roles and healthcare supplies needed on hand in case of a disaster, both natural and man-made. The disaster plan is to be made available to the OCJ and OCJDC within 60 days of the start of the contract and updated annually thereafter.

G. Quality Improvement Program

- 1.0 The Healthcare Services Provider shall as part of proposal response, provide an example of a Continuous Quality Improvement (CQI) program with details on how a program could be implemented and maintained.
- 1.1 Areas to be monitored and addressed through the Quality Improvement Program include, but are not limited to, peer reviews, monthly compliance studies, grievances, medication administration, high acuity cases, offsite quality of care metrics, cost metrics, quarterly compliance audits, and annual patient needs assessments.
- 1.2 The Healthcare Services Provider shall maintain statistics of grievances filed, incidences of serious infectious diseases treated during the month, hospital

admissions, staffing complement including unfilled positions and other statistics as may become needed. Reports will be provided to OCJ and OCJDC on a monthly basis. The Healthcare Services Provider shall provide a narrative monthly report delineating the status of the health care program which also identifies potential problems and their resolution. A complete annual report delineating the accomplishments of the Healthcare Services Provider shall also be provided on an annual basis.

- 1.3 Healthcare Contract Compliance Monitor: The Healthcare Services Provider shall cooperate with the health care contract compliance monitor, whose purpose is to provide comprehensive audits and compliance functions. The Healthcare Services Provider shall provide the monitor with all requested data and information within a mutually agreed timeframe.

H. Staffing

Vendor's proposal will need to provide, for each staffed position, an outline of each position's job description. The outline to contain, at a minimum, the following:

- Position Name
- Position Type (i.e. Full-Time, Non-Exempt)
- Supervised by (name of Department)
- Summary of Position
- List of Essential Functions
- Required Education, Certifications, Registrations and Experience
- Minimum Requirements
- Physical Requirements

- 1.0 Details of all salaries and benefits by category shall be part of the staffed position outline to be included in the proposal response. Proposed staffing will be in accordance with positions required to meet the standards for NCCHC, ACA, and PREA and fulfill all necessary healthcare operations. Final staffing will be mutually agreed upon by written agreement between the Healthcare Services Provider and OCJ and OCJDC.
- 1.1 Sick time , vacations, holidays – Absences or vacancies shall not relieve the Healthcare Services Provider of their staffing obligations under the contract. Ottawa County will not pay for any staffing overages due to failure by the Healthcare Services Provider to cover required staffed positions.
- 1.2 A security clearance, including but not limited to, a criminal background check, shall be required of all employees of the Healthcare Services Provider before they will be allowed into the facility. Such security clearance shall not be unreasonably denied. The Healthcare Services Provider, upon request of the Chief, and/or Superintendent remove from service under this contract any

individual in the Healthcare Services Provider's employment who the Chief and/or Superintendent, in their sole opinion, determines to be disorderly, careless, incompetent or to be employed in violation of the terms of this agreement. The Healthcare Services Provider shall promptly replace any such individual so removed, with any replacement employee also being subject to a security clearance.

- 1.3 The Healthcare Services Provider and its personnel shall be subject to and shall comply with all security regulations and procedures of each facility. Violations of regulations may result in the employee being denied access to, or removed from, the facility.
- 1.4 Personnel files of all Healthcare Services Provider staff shall be on file at each facility. These files shall include copies of current licenses, proof of professional certification, DEA numbers, training records, malpractice insurance certificates, signed job descriptions, evaluations, and position responsibilities.
- 1.5 Any potential employment offer is contingent upon a negative drug screen produced by the potential employee. The Healthcare Services Provider is financially responsible for providing drug testing for their potential and existing employees.

I. Vendor Mandatory Minimum Qualifications

Each proposal shall be reviewed for compliance with the listed mandatory requirements.

- The vendor must be organized for the purpose of providing healthcare services and must have a minimum of five (5) years of proven effectiveness in correctional healthcare services.
- Experience as an on-site primary contractor in the delivery and management of healthcare services within a correctional environment
- Licensed to do business in the State of Michigan
- Are able to provide Board Certified Physicians, Psychologists, Psychiatrists and Nursing and support staff that are licensed to practice or provide services in the State of Michigan.
- Demonstratable compliance with HIPPA, Michigan Department of Corrections and other applicable state and federal regulations.
- Able to demonstrate satisfactory recruiting capabilities in attracting qualified candidates and retainment of all necessary on-site positions.
- Able to demonstrate adequate support staff within its central office capable of supervising and monitoring the program ensuring satisfactory provision of services.

- Vendor shall provide, upon request by the County, under separate cover, a certified copy of the most current financial report of the company. If the vendor is a subsidiary or division of a corporation, the relationship shall be clearly defined in their response to proposal.
- Vendor shall certify, as part of response to proposal, that they are not on any Federal, State or Local list of debarred or prohibited contractors.
- If not the current provider:
 - The Successful Bidder must have the ability for contract start-up within sixty days of the award. In the event circumstances prevent start-up in sixty (60) days, a specific date shall be selected and mutually agreed upon by the Successful Bidder and OCJ and OCJDC.
 - The vendor must submit a preliminary transition plan within their proposal.

J. Pricing and Invoicing

The term of this Contract will be for approx. fifty (50) months. At the end of the contract period, the contract may be renewable through the mutual agreement (in writing) of the Parties under like terms and conditions for two (2) additional one-year terms. The OCJ and the OCJDC shall be priced separately. One contract will be awarded for both facilities. Prices shall remain in effect throughout the contract period.

Start of Contract – Start of Services to September 30, 2024.

Contract Year 1 – October 1, 2024, to September 30, 2025

Contract Year 2– October 1, 2025, to September 30, 2026

Contract Year 3 – October 1, 2026, to September 30, 2027

Contract Year 4 – October 1, 2027, to September 30, 2028

As part of monthly invoices submitted for payment to OCJ and OCJDC, staffing reconciliation reports will be provided. Travel time of the providers is not to be included as hours worked that are billed to either facility.

Billing data must be submitted no later than four weeks after the end of each month. The Vendor shall provide monthly reporting on aggregate cap costs and projections. An annual billing summary must be submitted no later than the third week of January. Monthly invoices must be submitted no later than two weeks after the end of each month. The Vendor shall provide monthly reporting on aggregate cap costs and projections. These reports should be submitted no later than four weeks after the end of the month. An annual contractual period billing summary for these cap costs must be submitted no later than 180 days after the end of the period.

Section 6: Proposal Submission Requirements

To evaluate proposals efficiently and equitably, responses must be submitted as identified below. Failure to submit this information, as requested and in the order as noted, may result in lower evaluation. Vague and general proposals will be considered non-responsive and will result in disqualification. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Unless otherwise noted, information provided shall be for both the Ottawa County Jail and the Ottawa County Juvenile Detention Center.

Unit One: Basic Forms

Attachments A, B and C

Unit Two: Introduction and Company Information

- a) Company's name and business address, including primary telephone, customer service email address, website address.
- b) The type of organization (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- c) Year established. Include former company name(s) and year(s) established, if applicable.
- d) The name, title, address, and telephone number of the Company's authorized negotiator. The person identified must be empowered to make binding commitments for the Company.
- e) The Vendor must submit a written certification statement that it is financially stable. The Vendor's Chief Financial Officer or Accounting Firm must also attest to the facts in a certification statement written on its letterhead.
Upon request, Vendor must be able to provide a copy their most recent Annual Report with a financial statement (do not include with proposal).

Unit Three: Experience and Operations Summary

- a) Experience: Describe experience with providing the Services as outlined in RFP, Section 5 – Scope of Work
- b) Current Contracts: Provide a list of current contracts and the term / length of the contracts for similar services, including the number of jails currently serviced in Michigan.
- c) Previous Contracts: List of all contracts held within the last five years that were not renewed or were canceled by the holder prior to the initial term of contract and reason for cancellation.
- d) If not the current provider, submit a preliminary transition plan as part of the proposal response.

Unit Four: Proposed Staff

- a) Indicate capacity to successfully manage the proposed services. Provide a proposed staffing plan for 24-hour coverage, seven days a week. This information shall include a detailed overview of the on-site professional staff that will be provided, their credentials, days per week, number of hours per day for each on-site staff member, and schedule of hours for each onsite staff member, etc. Staffing plan should include information on the Vendors process for staff failure to report, sick time or vacations. Identify the administrative/support staff that will be assigned to Ottawa County.
- b) Provide an outline of each positions job description as identified in RFP, H. Staffing and as in proposed staffing plan, including information on salaries and benefits.
- c) Provide information on recruitment and staff retention. Identify how your company has managed and facilitated a full complement of staffing with the nursing shortfall crisis
- d) HIPAA: Describe what HIPAA security policies are in place. In addition, describe any information security breaches that may have occurred within the last 10 years.
- e) Emergency Contact Information and Process. A list of emergency contacts, titles, office phone and cell phone numbers will be required for the awarded Vendor. Provide outline of medical care staff roles in the event of an emergency or threat thereof, whether accidental, natural, or caused by man, and how medical assistance would be provided to all Sheriff's personnel and any other occupants of the building at the time of the disaster.

Unit 5: Program Delivery

- a) Overview of Actual Services Delivered. Provide a description of Vendor capabilities to deliver services. A list of screenings, health assessment, non-emergency health care service, acute and chronic care, specialty services and ancillary services to be provided.
- b) Examples of typical forms used during intake evaluation/receiving screening and initial health assessment. Forms should include information on how private health insurance coverage is noted and becomes part of their electronic health record.
- c) Provide information on software used for Electronic Health Records.
- d) Process for rejection of an individual for booking into the OCJ or OCJDC for medical reasons.
- e) Describe the on-site process from identification through discharge, including clinical protocols that are consistent with national clinical practice guidelines to assist with the identification of chronic care diseases.
- f) Infirmary Care. Ottawa County does not have an infirmary, what recommendations would be made to address this issue.

- g) Medication-Assisted Treatment (MAT) or Other Substance Abuse Treatment Program. Provide an overview of MAT/Substance Abuse services provided at other jails in MI with additional details specific to how you would handle substance abuse inmates at OCJ.
- h) Mental Health Care: Describe Behavioral Telehealth Program options, including opportunities that would benefit mental health care outcomes for both inmates and residents. Healthcare Services Provider to provide as part of their proposal, recommendations on mental health care as part of a quality improvement program.

Unit 6: Reporting and Quality Improvement

- a) Provide examples of the following reports:
 - i. Monthly statistical report with data metrics on medical visits, mental health visits, acute and chronic care / specialty services of care, emergency services etc.
 - ii. Monthly compliance tracking report with data metrics as identified in non-emergency health care request section of RFP
 - iii. Monthly offsite cost reports that provide financial trends, cost details and projected cost summaries.
 - iv. Claims management report that details how information will be utilized to process offsite medical invoices and claims from offsite healthcare providers.
- b) Provide outline of a Continuous Quality Improvement Program

Unit 7: Cost Proposal

Healthcare Services, Medical, Mental Health, and Pharmacy Services – Proposal to provide an annual rate for the Ottawa County Jail and an annual rate for the Ottawa County Juvenile Detentions Center. The cost proposal shall provide a breakdown of the annual cost with methodology on how the cost was reached (i.e. staff cost, number of inmates, medical services to provided, pharmacy etc.). To evaluate proposals efficiently and equitably, the cost proposal breakout to only have quantifiable data points, any company profit margins or non-tangible costs to be factored in and not provided separately. The annual rate to be broken down to a monthly invoiced amount, example of invoice to be provided in proposal.

The annual rate provided shall be all encompassing for the delivery of comprehensive healthcare services, including all medical, mental, and healthcare services. Cost provided shall remain in effect throughout the Contract Period and is to include any and all sums required to execute this work under the existing conditions.

As a supplement to the annual rate, the vendor shall provide information on any services or products not covered under the annual rate (i.e. medical equipment, elective services, waste disposal, office equipment etc.)

Healthcare Services Provider shall have a comprehensive utilization management program that emphasizes cost containment initiatives will not interfere with providing timely and clinically necessary health care services to inmates and residents. During the interview process, the Healthcare Services Provider shall come prepared to discuss their utilization management program.

The Healthcare Services Provider shall specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism(s) by which the Contractor plans to control costs, areas in which cost savings can be achieved and evidence of the success of such programs at other Healthcare Services Provider sites.

If time permits and using the information available, vendors may supply an alternate detailed cost proposal that has proven strategies for reducing the overall healthcare cost for Ottawa County.

Unit 8: Healthcare Services Plan and RFP Exceptions

Healthcare Services Provider shall draft and provide a holistic outline of a proposed medical plan that summarizes the provision of the following services:

- a) Medical Care Services
- b) Mental Health Care Services
- c) Pharmacy Services
- d) Other

Any plan provided will form the basis of a complete and comprehensive services plan to be formulated during the contract negotiation process and so does not need to contain all minutia and precise details.

If a Healthcare Services Provider is unable to meet any of the specifications required in this RFP as identified in, Section 5 – Scope of Work, each exception must be identified and listed. RFP response must include an alternative method for meeting such specification by identifying the specification, the proposed alternative, and thoroughly describing how the alternative achieves substantially equivalent or better performance to the performance required in the RFP specification. The evaluation team shall determine if a proposed alternative method of performance achieves substantially equivalent or better performance, in its sole discretion. The determination of the evaluators on a Healthcare Services Provider proposed alternative method shall be final.

Section 7: Proposal Selection and Award Process

An Evaluation Committee(s) will be established by the County to review the proposals and to make recommendations for contract award(s).

A Proposer may not contact any member of the Evaluation Committee except at the RFP Administrator's direction. Purchasing will notify vendors of relevant steps and status throughout the evaluation process.

Proposals will be evaluated based on the following criteria:

- Demonstrated Vendor Ability to Provide Required Services
- Thoroughness of Proposal Response (Information submitted in order)
- Vendor Overall Price for Services
- Vendor Experience Providing Required Services (Vendor References)
- Vendor past experience with the County

As part of the proposal evaluation process, the finalist vendor(s) may be invited to attend an in-person or virtual interview. The County reserves the right to interview any number of qualifying vendor(s) as part of the evaluation and selection process. The County reserves the right to award a contract without an interview, as determined in the best interest of the County.

The County of Ottawa reserves the right to select and subsequently recommend for award the proposal that best meets its required needs, quality levels, and budget constraints. The lowest priced response does not guarantee recommendation for contract award. The County reserves the right to award by item, group, or total proposal.

The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided to the representative(s) designated in the proposal response.

Section 8: Contract Terms, Period, Procedures and Use

The County of Ottawa's intent is to award a contract that will cover an initial period of approx. fifty (50) months. At the end of the contract period, the contract may be renewable through the mutual agreement (in writing) of the Parties under like terms and conditions for two (2) additional one-year terms

This contract will not be enforced until both parties have agreed and signed as accepted. The Vendor must execute and perform said Agreement.

The proposal, or any part thereof, submitted by the awarded vendor may be attached to and become part of the contract. Proposal pricing reflects a commitment to the terms indicated. As part of the contract negotiation process, the County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the course of the contract. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County.

In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified vendors to provide service as referenced under negotiation process.

Contractors are not to start work until receipt of an Ottawa County Purchase Order, authorizing work to begin. The County's obligation will commence only following the parties' execution of the Contract and the County Board of Commissioners' approval. Upon written notice to the Contractor, the County may set a different starting date for the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even if such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County.

This contract is for use only by the County, including departments, agencies, or courts of the County of Ottawa.

Section 9: RFP Terms and Conditions

By submitting a response, vendors confirm that they have read and will comply with the solicitation and all specified RFP terms and conditions listed below.

Cancellation of RFP:

The County may, at its discretion and if in the best interest of the County, cancel any proposal or request for proposal or other solicitation in whole or in part. The RFP Administrator will notify vendors of any cancellation.

Confidentiality:

All responses in entirety, produced by the Proposer, that are submitted to the County will become property of the County and may be considered public information under applicable law. Michigan FOIA requires the disclosure, upon request, of all public records; therefore, confidentiality of information submitted in response to this RFP is not assured. Vendors are to complete Attachment C – Proprietary / Confidential Information Identification Form noting proposal information to be considered proprietary and confidential.

Incurring Expenses:

The County will not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to the execution of an agreement. This includes any legal fees for work performed or representation by the proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

Independent Contractor:

The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant, or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

Laws:

This RFP and subsequent contract will be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein will so comply. All persons providing goods and/or services to Ottawa County will comply with all applicable local, State and Federal laws, rules and regulations specifically including, but not limited to, State of Michigan Executive Orders.

Ownership of Data:

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to any agreement resulting from this RFP, will become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data will be delivered to the County or its designee upon completion of any work performed or at such other times as the County or its designee may request.

Proposal Acceptance, Rejection, and Withdrawal:

The County also reserves the right to accept or reject any and all proposals submitted if in the best interest of the County.

The County reserves the right to negotiate with the Proposer(s) within the scope of the RFP. The County further reserves the right to award the contract to more than one Contractor, if in the best interest of the County to provide adequate delivery, services, and/or product availability. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation.

The County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Vendor an advantage or benefit not afforded to other Vendors. The County may waive any non-material requirements.

The County reserves the right to reject any or all proposals, or any part thereof; and to waive any minor defects in the proposals if this is to the advantage of the County. The County's waiver of a minor defect will in no way modify the RFP document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

After the proposal deadline, proposals may not be withdrawn without the written consent of the County. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP deadline. Any fees proposed are considered firm and cannot be altered.

Retained Rights:

The County reserves the right to use ideas presented in reply to this process notwithstanding selection and rejection of proposals and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

Subcontractors:

Since the contract is made pursuant to the proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor will not sublet or assign the contract, nor will any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

Section 10: General Terms and Conditions

By submitting a response, the Vendors confirm that they have read and will comply with all the general terms and conditions listed below.

Conflict of Interest:

By submission of a response, the Proposer agrees that at the time of submittal, he/she/it (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest," including holding or retaining membership or employment on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County.

Debarment and Suspension:

Contractor certifies to the best of his/her knowledge and belief, that neither it nor any of its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (3) are presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Default

If Vendor defaults on the resulting contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend vendor from receiving future solicitations.

Equal Employment and Opportunity:

Every contract or purchase order issued by the County is entered into under provisions requiring the contract, subcontractor or vendor not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Parties shall adhere to all applicable federal, state, and local laws, ordinances, rules, and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larson Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat. 327 (42 USCA Section 12101 et seq.) as amended, and the regulation promulgated thereunder.
- D. Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, and regulations promulgated thereunder.
- E. The Age Discrimination in Employment Act of 1967, P.L. 90-202, 88 State. 75, as amended and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of any contract entered into and in the event either Party is found not to be in compliance with this section, the non-breaching Party may terminate this Agreement, effective as of the date of delivery of written notification to the breaching.

Force Majeure:

Either party shall be excused from performance in an agreement resulting from this RFP for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance shall not constitute grounds for default

Indemnification:

Vendor agrees to indemnify, defend, and hold harmless the County and its officials, officers, employees, volunteers, and agents from and against any and all liability, claims, judgments, losses, damages, payments, costs and expenses, including attorney's fees, arising out of or in any way related to the Vendor's performance of

services related any Contract agreed to as a result of the RFP, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of the Contractor, its employees, agents or subcontractors.

Insurance:

Vendor, upon request, agrees to provide proof of the following insurance coverages, where applicable, including certificate(s) of insurance, endorsements and provisions, entitled Contractor Insurance Requirements: Commercial General Liability; Workers' Compensation; Employers' Liability; Automobile, Umbrella/Excess Liability, Professional Liability, Privacy and Security Liability (Cyber Security) and Medical Malpractice. Coverage limits are to be statutory and, if no statute applies, are to be at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate except Umbrella/Excess Liability coverage limits shall be at least \$5,000,000 for each occurrence of accident, products-completed operations aggregate, and general aggregate. These coverages shall protect the Vendor and the County and their respective representatives against any and all claims arising out of or related in any way to the work performed or the products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.

Iran Linked Business:

Pursuant to State of Michigan, Iran Economic Sanctions Act, 2012 P.A. 517, MCL 129.311 seq., the Contractor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business."

Material Safety Data Sheets:

All County purchases require a Material Safety Data Sheet (MSDS) where applicable in compliance with MIOSHA "Right to Know" Law. Vendor will forward all relevant Material Safety Data Sheets to the designated County Representative upon request.

Payment Terms:

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties.

Right to Audit:

The Vendor will maintain such financial records and other records as may be prescribed by Ottawa County or by applicable federal and state laws, rules, and regulations. The Vendor will retain these records for a minimum period of three years after final payment, or until they are audited by the County of Ottawa,

whichever event occurs first. These records will be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Ottawa County, its designees or other authorized bodies.

Safety:

All Contractors and Subcontractors performing services for the County shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules, and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions

Tax Exempt Entity:

The County is exempt from Federal Excise and State Sales Tax. Do not include such taxes in the proposal. The County will furnish the successful proposer with tax exemption certificate when requested.

Warranty:

Vendor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for the intended use. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.



OTTAWA COUNTY
CONTRACT FOR <NAME OF SERVICES>

This CONTRACT is made by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and <Vendor Name> (hereinafter, "Contractor"), with a principal place of business at <Address of Vendor>.

IT IS HEREBY AGREED AS FOLLOWS:

It is agreed that County retains Contractor to provide the services set forth in this Contract, including the Scope of Work and Amended Scope of Work, if applicable (Exhibits A and A-1). It is further agreed that the Contractor accepts such engagement, on the General Terms and Conditions specified in this Contract, and the following described Exhibits and References, all of which constitute the entire Contract and Contractor and are incorporated into this Contract by this reference:

Exhibits:

- Exhibit A Scope of Work
- Exhibit A-1 Amended Scope of Work (as needed)
- Exhibit B Compensation
- Exhibit C Insurance Requirements
- Exhibit D Additional Contract Provisions – Federal Provisions (as needed)
- Exhibit D-1 Byrd Anty-Lobbying Certification (as needed)

References (as needed):

- Reference A RFP 24-XXX (As Published)

The parties further agree that this Contract includes all provisions required by law to be inserted in this Contract whether actually inserted or not.

General Terms and Conditions

1. **Scope of Work:** Contractor agrees to provide the "Services" which are detailed in Exhibit A and Exhibit A-1 (if applicable). It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
2. **Compensation:** In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit B. <Insert language on capping price increases and not-to-exceed>. Payment to the Contractor for services will be under the County's terms of Net 30.

3. **Term of Contract:** Unless otherwise expressly provided herein, the Contract shall commence and become effective when signed by both parties. If the parties sign on different dates, the Contract commences and becomes effective on the latest date signed. However, the Contractor understands and agrees that if the Board refuses to ratify this Contract after it is signed by both parties, this Contract shall be null and void, and all obligations to provide services and otherwise perform under this Contract shall cease except the County agrees to compensate the Contractor for the services and/or work actually performed and provided to the County, which conform to the terms of this Contract, before the Board's refusal to ratify this Contract.

Example: The Contract will cover a period from project kick-off to project completion of the stated Scope of Work, Exhibit A and Exhibit A-1 (if applicable) unless terminated earlier in accordance with the terms of this contract. OR

Example: The Contract will have an initial term of 5 years, with the option to renew for two (2) additional 1-year terms, if mutually agreed upon by both parties.

4. **Termination:** This Contract may be terminated prior to completion of the Services at the option of either party, upon delivery of a 30-day written notice by the terminating party to the other party. In the event of termination of this Contract, Contractor shall deliver to County all work that Contractor has completed, in whole or in part, under the terms of this Contract. County shall compensate Contractor for all work, conforming to the terms of this Contract, performed by Contractor up to the date of termination of this Contract.
5. **Performance and Breach of Contract:**
- Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A and Exhibit A-1 (if applicable).
 - The Contractor's failure to complete services as required shall constitute breach of this Contract.
 - Contractor shall have five (5) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.
6. **Expenses:** Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this Contract. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under this Contract.
7. **Employees:** The Contractor and all Contractor' employees, while on County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

The Contractor shall employ only United States citizens, legal residents, or legal resident aliens. Upon request of the County, the Contractor shall provide copies of, or access to, work/payroll records and necessary documents to verify status of employees.

The Contractor will be supplied with a phone number to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted area will be designated by the authorized County representative.

8. **Materials:** Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.
9. **Background Checks:** Contractor employees are subject to background checks to ensure, at a minimum, that no employee has a felony or domestic violence or other bar-able conviction(s). The background checks for Contractor employees will be conducted by the County prior to the commencement of any on-site work.
10. **Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:**
 - a) This Contract is governed by and shall be constructed in accordance with the laws of the State of Michigan.
 - b) The Contractor shall at all times comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done herewith.
 - c) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.
11. **Exclusive Contract and Merger:** This Contract, including Exhibits, References, provisions required by law, whether actually inserted or not, and a County Purchase Order issued after this Contract become effective, if applicable, is the entire Contract between Contractor and the County for the services set forth in **Exhibit A and Exhibit A-1 (if applicable)**. This Contract supersedes all prior and/or contemporaneous agreements and understandings, oral, written and/or implied between the parties with respect to the subject matter and/or Scope of Work covered in this Contract. All such prior and/or contemporaneous agreements and understandings are hereby terminated and deemed of no further force or effect. To the extent that the terms and conditions of any of the Exhibits, References and/or Purchase Orders issued in connection with this Contract are different, contradict and/or are inconsistent with the General Terms and Conditions of this Contract, this Contract and its General Terms and Conditions control and prevail.
12. **Modifying the Contract:** This Contract may be modified only by a writing signed by both parties.
13. **Record Keeping and Ownership of Documents:** The Contractor shall keep all records related to this Contract for the term of the Contract and 3 years thereafter.

The Contractor further agrees that all documents, reports, data, and any other materials prepared, created, or used by the Contractor in the performance of services under this Contract shall be and remain the property of the County of Ottawa. The Contractor agrees that upon termination of this Contract, for any reason, it shall retain custody of all materials and documents related to the services provided and shall not reproduce, distribute, or disclose such materials to any third party without prior written consent from the County. The Contractor agrees to store these materials in a secure manner and shall make them available to the County upon request.

14. **Confidentiality:** The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Contract for the County will be kept confidential and not be disclosed to any other person without the express written consent of the County. Contractor will notify the County promptly if compelled to disclose any such information. These confidentiality provisions shall remain effective for five (5) years after termination of services.
15. **Conflict(s) of Interest:** Contractor agrees that he/she/it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the vendor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including holding or retaining membership or employment on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County.
16. **Dispute:** In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Contract, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Contract and its Exhibits, References, and Amendments, if any, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided. Any contract or modification of this Contract shall be written and signed by both parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Contract, Contractor and County agree to act immediately to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, both the Contractor and the County shall continue to respect all their obligations and to perform all their duties under this Contract.

17. **Jurisdiction and Venue:** The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa County Circuit Court. Any action on a controversy that arises under or in association with this Contract shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.

- 18. Debarment and Suspension:** Contractor certifies to the best of his/her knowledge and belief, that neither it nor any of its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (3) are presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 19. Indemnification:** Contractor agrees to indemnify, defend, and hold harmless the County and its officials, officers, employees, volunteers, and agents from and against any and all liability, claims, judgments, losses, damages, payments, costs and expenses, including attorney's fees, arising out of or in any way related to Contractor's performance of services under this Contract, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of the Contractor, its employees, agents or subcontractors.
- 20. Insurance:** Contractor agrees to provide proof of the following insurance coverages, where applicable, including certificate(s) of insurance, endorsements and provisions, as more fully set forth in **Exhibit C**, entitled Contractor Insurance Requirements: Commercial General Liability; Workers' Compensation; Employers' Liability; Automobile, Umbrella/Excess Liability, Professional Liability, Privacy and Security Liability (Cyber Security) and Medical Malpractice. Coverage limits are to be statutory and, if no statute applies, are to be at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate except Umbrella/Excess Liability coverage limits shall be at least \$5,000,000 for each occurrence of accident, products-completed operations aggregate, and general aggregate. These coverages shall protect the Contractor and the County and their respective representatives against any and all claims arising out of or related in any way to the work performed or the products provided.
- 21. Relationship of Parties:** The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
- 22. Subcontracts:** Contractor may not assign or subcontract any rights or obligations under this contract without the County's prior written approval.

23. **Governmental Immunity:** The County does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Contract.
24. **Safety:** The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules, and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
25. **Absence of Waiver:** The failure of either party to insist on the performance of and/or enforce any of the terms and conditions of this Contract, shall not constitute a waiver of the right of either party to insist on the performance of and/or enforce any of the terms and conditions of this Contract in the future.
26. **Notices:**
- a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:
- If to the Contractor: Name:
Address:
Email:
Phone #:
- If to Ottawa County: Ottawa County
12220 Fillmore St.
West Olive, MI 49460
Email:
27. **Survival:** The obligations of this Contract, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding Ownership of Documents (Paragraph 13), Confidentiality (Paragraph 14), Indemnification (Paragraph 19), shall survive termination or expiration.
28. **Severability:** If any term or provision of this Contract, or the application thereof to any person or circumstances, are held to be invalid, the parties agree that the remaining terms and provisions, and the application of those terms and provisions, shall be deemed valid, and enforceable to the fullest extent permitted by law.
29. **Attorney Review:** The parties represent that they have carefully read this Contract and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Contract and sign it as their free act and deed.
30. **No Third-Party Benefit:** The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

31. **Michigan Economic Sanctions Act, 2012 (“Iran-Linked Business”):** Contractor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an “Iran-Linked Business,” as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517, MCL 129.311, et. seq.
32. **Availability of Funds:** Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Contract at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds.
33. **Force Majeure:** Either party shall be excused from performance under this Contract for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance shall not constitute grounds for default.
34. **Title and Headings:** Titles and headings to articles, sections or paragraphs in this Contract are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Contract.
35. **Anticipatory Breach:** If the Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Contract, the County shall have an immediate cause of action for breach of this Contract, and shall be entitled to all remedies available to it at law or in equity.
36. **Warranty:** Contractor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for the intended use. Awarded Contractor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.
38. **Equal Employment and Opportunity:** No Party shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Parties shall adhere to all applicable federal, state, and local laws, ordinances, rules, and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larson Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

- C. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat. 327 (42 USCA Section 12101 et seq.) as amended, and the regulation promulgated thereunder.
- D. Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, and regulations promulgated thereunder.
- E. The Age Discrimination in Employment Act of 1967, P.L. 90-202, 88 State. 75, as amended and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement and in the event either Party is found not to be in compliance with this section, the non-breaching Party may terminate this Agreement, effective as of the date of delivery of written notification to the breaching Party.

[Signatures on next page]

FOR INFORMATION ONLY

IN WITNESS WHEREOF, this Amendment is executed effective on the latest date set forth below.

COUNTY OF OTTAWA

By: _____
Joe Moss, Chairperson
Board of Commissioners

Date

By: _____
Justin F. Roebuck,
County Clerk/Register

Date

By: _____
<CONTRACT ADMIN NAME>
Contract Administrator

Date

The undersigned certifies, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

<CONTRACTOR NAME>

By: _____
Signature

Date

Printed Name

Title



12220 Fillmore Street | Room 331 | West Olive, MI, 49460

Phone (616) 738-4844

Fax (616) 738-4897

CONTRACTOR INSURANCE REQUIREMENTS

Contractor shall provide (**as applicable**) proof of the following insurances and endorsements/policy provision copies before the work described in the contract begins or a purchase order can be issued.

COMMERCIAL GENERAL LIABILITY:

General Aggregate:	\$2,000,000
Products-Completed Operations Aggregate:	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000

AUTOMOBILE:

Liability:	\$1,000,000 Each Accident
Personal Injury Protection:	Michigan Statutory Required Limit
Property Protection:	Michigan Statutory Required Limit

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

Workers' Compensation:	Michigan Statutory
Employers' Liability:	\$1,000,000 Each Accident \$1,000,000 Aggregate Injury by Disease or limits adequate to satisfy Umbrella or Excess Liability insurance underlying requirements.

UMBRELLA or EXCESS LIABILITY, AS APPLICABLE:

General Aggregate (not applicable to Automobile Liability):	\$5,000,000*
Products-Completed Operations Aggregate:	\$5,000,000*
Each Occurrence or Accident:	\$5,000,000*

There are to be no gaps between scheduled underlying insurance and Umbrella/Excess Liability underlying required limits.

*Limits shown are minimums but is to be adjusted to higher amounts depending upon how much injury or damage the contractor can cause.

PROFESSIONAL LIABILITY, AS APPLICABLE:

Limit of Liability:	\$1,000,000 Policy-Year Aggregate (if contract is for professional services).
---------------------	---

PRIVACY AND SECURITY LIABILITY (CYBER SECURITY), AS APPLICABLE:

Limit of Liability:	\$2,000,000 Aggregate Limit
---------------------	-----------------------------

CONTRACTOR INSURANCE REQUIREMENTS – (CONTINUED)

MEDICAL MALPRATICE, AS APPLICABLE:

Limit of Liability: \$3,000,000 per Occurrence each incident *
\$5,000,000 annual aggregate amount *

* These limits include a \$1,000,000 excess insurance placement above the \$2,000,000 / \$4,000,000 medical malpractice liability limit

The County of Ottawa, 12220 Fillmore St, West Olive, MI, 49460, is to be an additional insured on **Commercial General Liability** and **Umbrella/Excess Liability** insurance, on a primary and non-contributory basis.

Commercial General Liability insurance is to be endorsed to provide that the General Aggregate Limit applies separately per location or per project. All required policy aggregate limits shall be unimpaired at inception of the work described in this contract.

Commercial General Liability and, if applicable, **Professional Liability** and/or **Cyber Security Liability** insurance shall remain in effect for two years after completion of the work described in the contract.

Contractor shall furnish (a) certificate(s) of insurance showing the above-specified coverages and shall provide copies of **Commercial General Liability** and **Umbrella or Excess Liability** Additional Insured and Primary and Non-Contributory endorsements, or copies of policy blanket Additional Insured and Primary and Non-Contributory provisions with the certificate(s).

All policies shall be endorsed to provide a minimum 30-day notice requirement in the event of policy termination.

The contractor is responsible for having renewal or replacement certificates provided to the County in the event that one or more policies are terminated before the completion of the work and the two-year additional period for Commercial General Liability, Professional Liability and/or Cyber Security Liability policies.

Modification of the Insurance Requirements: Depending on the subject matter of the contract and/or Purchase Order, the County reserves the right to require higher limits of insurance coverage and/or other insurance coverage in addition to the coverages herein.

If a prospective Contractor is a sole proprietor with no employees and believes it cannot meet the above insurance requirements, please contact Ottawa County Purchasing Division at purchasing@miottawa.org to check whether any waivers or modifications will be permitted.

Please forward your evidence of insurance to: Ottawa County Purchasing, 12220 Fillmore St Rm 331, West Olive, MI 49460, purchasing@miottawa.org, Fax Number 616-738-4897