



SEDGWICK COUNTY, KANSAS

FINANCE DEPARTMENT

Purchasing Section

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

<https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/>

REQUEST FOR PROPOSAL

17-0094

COMPREHENSIVE MEDICAL SERVICES FOR THE JUVENILE DETENTION FACILITY

March 26, 2018

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide comprehensive medical care through a single provider to cover needs of youth while detained/held. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45pm CDT, May 1, 2018.

All contact concerning this solicitation shall be made through the Purchasing Department. Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Proposer's response.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Regehr", is written over a horizontal line.

Paul Regehr
Buyer

PR/fr

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I. [About this Document](#)

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses

and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

County desires Comprehensive Medical Services for youth detained/held in the Juvenile Detention Facility and youth held in the Juvenile Residential Facility. Division of Corrections desires to have comprehensive medical care through a single provider to cover needs of youth while detained/held.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide comprehensive medical care through a single provider to cover needs of youth while detained/held. The following objectives have been identified for this contract:

1. These services must meet the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
3. Project with the most advantageous overall cost to the County.

IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Paul Regehr
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 p.m. CST, TUESDAY, May 1, 2018 Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CST, on the due date. No information other than the respondent's name will be disclosed at bid opening.

V. Scope of Work

Staffing Levels, Duties Responsibilities

The successful bidder shall provide sufficient professional health care providers to deliver seven-day-a-week, 24-hour-a-day, on-site medical and psychiatric care inclusive of pharmacy and medical supplies. The health care providers shall be subject to, and responsible for, the following conditions and duties applicable to all persons detained/held:

- a. Staff responsible for care in the facility will include, at a minimum, M.D. oversight and services, APRN or RN, LPN and medication aides for medication distribution and a Psychiatrist or APRN with Psychiatrist oversight. Staffing pattern, scheduling and shift assignments consistent with sound medical policy and practice.
- b. Twenty-four hour physician on-call medical services with availability for consultation and on-site needs.
- c. Review of intake paperwork and initial health assessment.
- d. Sufficient physician or physician extender services to ensure effective medical evaluation, psychotropic

- medication evaluation and follow up/treatment.
- e. Conducting a medical clinic or sick call on a daily basis at both facilities under the direction of a medical director. Nurse's clinic or sick call shall be conducted by, at a minimum, LPN level staff. All service requests or referrals will be reviewed on a daily basis. Non-emergency requests for medical services must be triaged within 24 hours of receipt and must comply with all applicable standards.
 - f. Detoxification care and monitoring.
 - g. Medical file management including: assessments; orders; chart documentation; completing, reviewing and updating medication administration records; shot records; triage records, care/treatment records; and weekly file audits.
 - h. Review of any external care provider instructions and continuity of care including locating, referring and coordinating treatment when indicated for pre-incarceration/detainment injuries or health conditions. All efforts will be made to provide care internally when possible and utilize third party payer resources whenever possible before the county is asked to pay for expense.
 - i. Appropriate referral or follow up requirements for continuity of care when a resident is released from either facility.
 - j. Medical evaluation and clearance of residents for transfer to other correctional institutions as needed.
 - k. Continuity of services for transition period between current health care providers/pharmacy providers and successful bidder.
 - l. Written job descriptions to define specific duties of all personnel assigned on-site to include a written plan for staff orientation, development and training. All applicable training requirements for a DCF licensed facility in Kansas will be followed.
 - m. Psychiatric care (M.D. or APRN) to include an evaluation of medication needs and ongoing medication management sessions as scheduled dependent on resident need. A psychiatrist specializing in child/adolescent age is preferred.
 - n. One of the assigned medical staff at the facility shall be the designated liaison with the facility administration to ensure contract communication, compliance and quality assurance.
 - a. Statistics shall be maintained to show compliance and service delivery numbers.
 - b. Weekly file audit information will be provided to facility staff.
 - o. Delivery of all resident medications as prescribed on a 24 hour, seven day a week basis. Medication rounds will be conducted only by qualified medical staff or trained facility staff.
 - p. Completion of intake screening review within 48 hours of admission.
 - q. Health assessment within 10 days of admission at the detention facility and within 30 days of admission to the residential facility.
 - r. Appropriate and timely responses to immediate medical needs and emergencies.
 - s. Immunizations or referral for immunizations as identified.
 - t. TB testing and health assessment screening for new hire staff working in Division of Corrections 24 hour facilities.
 - u. Health care will be managed by the contractor and the Medical Director shall take all reasonable steps to keep off-premise health care visits to a minimum.
 - v. Hospitalization in necessary situations shall occur locally at approved medical hospital.
 - w. The successful bidder shall provide specialty and subspecialty care where and when required or schedule and coordinate the provision of such care with outside providers. However, without sacrificing the quality or level of care, treatment should be provided in-house to the degree possible.
 - a. The following specialty care would include but not be limited to:
 - i. OB/GYN (including pregnancy testing)
 - ii. Pre-natal care
 - iii. Diabetes monitoring/care/treatment
 - x. Ancillary Services
 - a. Laboratory services including testing /coordination inclusive of PPD/tuberculosis tests, syphilis serology, gonorrhea culture, pap smears, hematology, HIV testing , Hepatitis B and urinalysis.
 - b. Radiological services with services on site to the degree possible.
 - c. Pharmacy Services: The successful bidder shall provide pharmacy services or contract for those services in the most cost effective manner.

- y. Medical Diet Requirements will be ordered and monitored in conjunction with food services.
- z. Medical supply costs/ordering for necessary levels of care of detained population will be the responsibility of the successful bidder.

OPTIONAL SERVICES - MENTAL HEALTH SERVICES

In addition, county requests a separate cost amount for mental health services to provide suicide prevention, crisis intervention and healthy coping skills to youth detained at the Juvenile Detention Facility or authorized for services at the Juvenile Residential Facility. The scope of work for this request is as follows:

- A staffing pattern to provide 24 hour services, seven days per week.
- Manages the suicide prevention and intervention policies and is responsible for 24/7 on call services.
- Focuses efforts on suicide prevention. Maintains safety and security for clients.
- Assesses for victimization and provides mental health crisis intervention with suicidal, psychotic or potentially violent clients.
- Provides on-going assessment of behaviors and conditions experienced by clients.
- Conducts structured interviews with clients; gathers and assesses information regarding psychiatric, emotional or mental problems, their origin, progression and severity; assesses the proposed client's mental status and the need for treatment.
- Provides individual and group mental health services.
- Conducts program required education groups.
- Provides liaison support to medication providers.
- Serves as a point of contact for families and service providers. Confers with care givers to encourage coordinated services. Reviews client files and behaviors with other agencies on a periodic basis and participates in updates with other provider organizations to reflect current status and needs of clients.
- Participates in the behavior management process.
- Consults with corrections staff and service partners regarding client issues.
- Participates in staff conferences
- Prepares and maintains a record of contacts and the client's progress.
- Provides discharge referrals to community based agencies.
- Statistics gathering, tracking, and monthly/quarterly reports. Collects and analyzes program data to measure performance and outcomes and prepares regular reports for administrators.
- Maintains awareness of referral sources and other community resources.
- Reviews and addresses written and verbal reports concerning procedural problems; behavior of clients and transition of discharged clients to other services.
- Meets with the management team regularly to review programming matters
- Provides orientation and in-service training for staff; prepares and conducts training sessions.

VI. Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- Conduct final inspection and approve payment.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Paul Regehr at Paul.Regehr@sedgwick.gov by 5:00 p.m. CST April 4, 2018. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp, under view current RFQs and RFPs; to the right of the RFP number by 5:00 p.m. CST April 11, 2018. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

1. Have a proven track record in supervision and operations management in the field of correctional medicine.
2. Have provided medical services for detention/residential facilities similar in size or with the same service needs as the Sedgwick County Juvenile Detention and Residential Facilities.
3. Have ability to adhere to facility Kansas Department for Children and Families (DCF) licensing regulations, policies and Prison Rape Elimination Act (PREA) requirements.

DCF Detention

DCF Residential

4. Provide sufficient answers to the scope of service to show ability to meet needs and perform functions.
5. Provide the most current annual financial report.
6. Provide five (5) references of customers of the proposed services verifying service levels and capability of vendor to perform services. Include names, addresses, phone numbers, e-mail address and contact person.
7. Provide list of all customers during the past 3 years. Denote current customers and include names, addresses, phone numbers, e-mail address and contact person.
8. If applicable, discuss any current ongoing litigation.
9. Provide resumes and applicable licenses for the work outlined herein.

C. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
A. Demonstrate clearly and completely, your organization's ability and capacity to meet all Request for Proposal Requirements, Terms and Conditions and miscellaneous instructions as outlined herein.	30
B. Referenceable performance of proposed services, which will verify service levels and capability of the respondent to provide a thorough solution.	20
C. Proposed staffing levels and plan for any staffing shortages.	20
D. Approach to work and implementation schedule.	5
E. Plan for catastrophic medical events.	5
F. Overall cost of proposal.	20
Total Points	100

*Scoring for cost will be calculated by using the total 5 year cost (total implementation and 5 years of annual support) provided in Attachment C.

Assume the following cost proposals (**examples only**)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

A. \$38,000.00 divided by \$50,000.00 =.76	.76*10	7.6 points
B. \$38,000.00 divided by \$38,000.00 =1.00	1.00*10	10 points
C. \$38,000.00 divided by \$49,000.00= .77	.77*10	7.7 points

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. [Request for Proposal Timeline](#)

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	March 26, 2018
Questions and clarifications submitted in writing by 5:00 p.m. CDT	April 4, 2018
Addendum Issued	April 11, 2018
Sealed Proposal due before 1:45pm CDT	May 1, 2018
Evaluation Period	May 1-30, 2018
Board of Bids and Contracts Recommendation	May 31, 2018
Board of County Commission Award	June 6, 2018

E. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and will be July 2, 2018 through December 31, 2019.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf

F. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas **(must be acknowledged on the bid/proposal response form).**

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Workers' Compensation:

Applicable coverage per State Statutes

Employer's Liability Insurance: \$100,000.00

Commercial General Liability Insurance:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Personal Injury:

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

Automobile Liability:

Combined single limit \$500,000.00

Professional Liability

If required

Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. [Indemnification](#)

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. [Confidential Matters and Data Ownership](#)

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information

of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. [Proposal Conditions](#)

<https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf>

General Contract Provisions

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

VIII. [Required Response Content](#)

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
3. The firm's relevant experience, notably experience working with government agencies.
4. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
5. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
6. A description of the type of assistance that will be sought from County staff, including assistance required from the County to lessen the costs of this project.
7. Proof of insurance meeting minimum insurance requirements as designated herein.
8. Provide an implementation plan for starting service delivery.
9. Those responses that do not include all required forms/items may be deemed non-responsive.

IX. Response Form

REQUEST FOR PROPOSAL

17-0094

COMPREHENSIVE MEDICAL SERVICES FOR THE JUVENILE DETENTION FACILITY

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ **CITY/STATE** _____ **ZIP** _____

PHONE _____ **FAX** _____ **HOURS** _____

STATE OF INCORPORATION or ORGANIZATION _____

WEBSITE ADDRESS _____ **EMAIL** _____

NUMBER OF LOCATIONS _____ **NUMBER OF PERSONS EMPLOYED** _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ **Minority-Owned Business:** _____ (Specify Below)

_____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

_____ Native American (25) _____ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ **Woman-Owned Business:** _____ (Specify Below)

_____ Not Minority -Woman Owned (50) _____ African American-Woman Owned (55)

_____ Asian Pacific-Woman Owned (60) _____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70)

_____ Native American-Woman Owned (75) _____ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature _____ Title _____

Print Name _____ Dated _____