

## SERVICES AGREEMENT

by and between:

SEDGWICK COUNTY, KANSAS

AND

CONMED, INC.

THIS AGREEMENT made and entered into this 17<sup>th</sup> day of December, 2014, by and between Sedgwick County, Kansas (hereinafter referred to as "County"), and Conmed, Inc., a Maryland corporation registered to do business in the State of Kansas and a subsidiary of Correct Care Solutions, LLC, a Kansas limited liability company (hereinafter collectively referred to as "Contractor").

WHEREAS, County desires to engage Contractor to perform services as indicated within this Agreement.

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. **Purpose.** Contractor will provide medical services to inmates at the Sedgwick County Adult Detention Facility as outlined in County's Request for Proposal #04-0078 (including addendum), Contractor's response thereto, the January 31, 2005 agreement between the parties ("First Contract"), the June 1, 2007 amendment to the First Contract, Contractor's July 24, 2009 counter-proposal (Item 6 being superseded by subsequent agreement of the parties), the March 19, 2010 agreement between the parties ("Second Contract"), the January 28, 2014 amendment to the Second Contract, and the Electronic Records Management Application ("ERMA") submitted to the County on April 15, 2014, subject to the amendments noted within Para. 10 of this Agreement.

Said medical services shall include, but are not limited to, clinical services, professional physicians' services, medical testing, pharmaceutical services, dental services, psychiatric and behavioral health services (which includes, but is not limited to the mental health pod), and hospitalization for inmates of the Sedgwick County Adult Detention Facility to be performed consistent with the guidelines set out in the Performance Based Standards for Adult Local Detention Facilities, 4<sup>th</sup> Edition, 2008 Standard Supplement.

2. **Term.** The initial term of this Agreement shall be for three (3) years, beginning on January 1, 2015, and ending on December 31, 2017. The County may, at its sole option, extend the Agreement for one (1) additional two-year period, upon written notice to Contractor. County shall exercise any option term by providing Contractor written notice of intention to do so not later than September 1, 2017.

3. **Compensation.** County agrees to pay and Contractor agrees to accept as compensation for services provided pursuant to this Agreement at the rate indicated in Appendix C—Compensation Beginning on January 1, 2015. The fees indicated within Appendix C—Compensation Beginning on January 1, 2015 include all of Contractor's time, labor, equipment, travel expenses, and all other expenses associated with the provision of services, and shall be the sole compensation rendered to Contractor hereunder.

4. **Notification.** Notices under this Agreement shall be addressed as follows:

County: Sedgwick County Purchasing  
Attn: Purchasing Director  
525 N. Main, Suite 823  
Wichita, KS 67203

and

Sedgwick County Counselor's Office  
Attn: Contract Notification  
525 N. Main, Suite 359  
Wichita, KS 67203

Contractor: Conmed, Inc.  
Attn: Legal Department – Client Contracts  
1283 Murfreesboro Pike; Suite 500  
Nashville, TN 37217

The effective date of any notice under this Agreement shall be the date of receipt by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement. This Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

5. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this contract will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

6. **Insurance.**

a. **Professional Liability Insurance.** Contractor agrees to maintain professional liability insurance that will fully protect Contractor and its individual physicians, physician assistants, licensed practical nurses, registered nurses, dentists, dental hygienists, dental assistants, and/or any other licensed Contractor employee providing health care, dental care, psychiatric or behavioral

services, or any other services under this Agreement pertaining to the care and treatment of inmates within the Sedgwick County Adult Detention Facility.

For purposes of securing the risk of liability for rendering or failing to render professional services to patients/detainees, Contractor shall carry professional liability insurance with coverage of at least one million dollars (\$1,000,000.00) for each claim and three million dollars (\$3,000,000.00) aggregate in compliance with the provisions of the Health Care Provider Insurance Availability Act (K.S.A. 40-3401 *et seq.*), or such sums required by said statute as may be amended from time to time.

For purposes of securing the risk of liability for rendering or failing to render professional services to patients/detainees, Contractor's physicians and licensed health care providers and/or providers of other services under this Agreement shall carry professional liability insurance with coverage of at least one million dollars (\$1,000,000.00) for each claim and three million dollars (\$3,000,000.00) aggregate in compliance with the provisions of the Health Care Provider Insurance Availability Act (K.S.A. 40-3401 *et seq.*), or such sums required by said statute as may be amended from time to time.

b. Other Insurance Coverage. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

<b>Worker's Compensation:</b>	
Applicable State Statutory Employer's Liability	
<b>Employer's Liability Insurance:</b>	\$500,000.00
<b>Contractor's Liability Insurance:</b>	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability	
<b>Bodily Injury:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Property Damage:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Personal Injury:</b>	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00

<b>Automobile Liability B Owned, Non-owned, and Hired:</b>	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00

Liability insurance coverage indicated above 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, employer's liability and workers compensation, which shall be delivered to the Office of the Sedgwick County Counselor prior to the start of work in order to review compliance with this Section. Said certificate shall contain a provision that coverage afforded under the policies 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. It is the responsibility of Contractor to ensure that any and all approved subcontractors meet the minimum insurance requirements.

c. **Notification of Claim.** Contractor is required to immediately provide notice to the County for any claims against Contractor and/or Contractor's employees or agents arising out of the services that Contractor provides to County under this Agreement. Said notice would be provided to the following recipients:

Sedgwick County Risk Management  
Attn: Risk Manager  
525 N. Main, Ste. 1150  
Wichita, KS 67203

Sedgwick County Counselor's Office  
Attn: County Counselor  
525 N. Main, Ste. 359  
Wichita, KS 67203

7. ***Incorporation of Documents.*** The following documents are all attached and made a part of this Agreement: (1) Appendix A—General Contractual Provisions; (2) Appendix C—Compensation Beginning on January 1, 2015; (3) County's Request for Proposal #04-0078 (including addendum); (3) Contractor's response to RFP #04-0078; (4) the January 31, 2005 agreement between the parties ("First Contract") and any documents incorporated therein; (5) the June 1, 2007 amendment to the First Contract and any documents incorporated therein; (6) Contractor's July 24, 2009 counter-proposal (Item 6 being superseded by subsequent agreement of the parties); (7) the March 19, 2010 agreement between the parties ("Second Contract") and any documents incorporated therein including but not limited to Appendix B Statement of Work to Agreement; (8) the January 28, 2014 amendment to the Second Contract and any documents incorporated therein including but not limited to the Contractor's Proposal for Mental Health Services, Staffing Option A indicated on page 16; and (9) the Electronic Records Management Application ("ERMA"), subject to the modifications indicated within Para. 10 of this Agreement.

8. ***Conflict of Terms.*** In the event of any conflict between the terms of this Agreement and the documents incorporated herein, the terms of this Agreement shall control. Likewise, in the event of any conflict between the terms of Appendix A—General Contractual Provisions and the other documents incorporated herein, the terms of Appendix A shall control. In the case of any

conflicting language between all other documents incorporated herein, the more recent / latter document's provisions shall control. With regard to compensation, the provisions of Appendix C— Compensation Beginning on January 1, 2015 shall control over any conflicting language within any other documents incorporated herein.

9. ***Indemnification.*** Contractor agrees and covenants that it will hold and save harmless and indemnify County, its elected and appointed officials, officers, agents, servants, employees, volunteers and others working on behalf of County, from and against any and all third party claims, demands, loss, or lawsuits, including all costs associated therewith, for any damages, expenses, costs and liabilities that may be awarded by final judgment of a court of competent jurisdiction in the United States, against County or Contractor by reason of bodily injury and/or death, and/or tangible property damages, which arises in connection with the work to be performed hereunder by Contractor or of any employee or agent of Contractor, to the degree such indemnification is allowed by law, except to the extent attributable to the acts or omissions of the indemnified party.

10. ***ERMA.*** The ERMA document that is incorporated into this Agreement is modified such that County shall not owe any fees or costs to Contractor as a result of any of the services or features of ERMA.

11. ***Prison Rape Elimination Act ("PREA") Requirements.*** Contractor agrees to comply with the provisions contained within the Code of Federal Regulations pertaining to the PREA and located at 28 C.F.R. § 115.81a through 115.81e.

12. ***Medical Records.*** All medical records that are generated as a result of this Agreement shall be property of the County and shall not be released by Contractor without the consent of the County. All medical records shall be maintained for seven (7) years after the date of the release of the patient/inmate. The County shall have access to all medical records generated as a result of this Agreement during the entire term of the Agreement and for the seven (7) years after the date of the applicable patient's/inmate's release of the patient/inmate, with said records being provided at no cost.

13. ***Miscellaneous.*** Contractor will supply its own computers and equipment for medication carts. County will supply up to six (6) computers and IT support for Contractor's use in examination rooms. For anything not otherwise specified, Contractor shall be required to supply its own supplies, unless otherwise agreed to by the County. Prior to the execution of any amendments or County's exercising of its option to renew this Agreement, Conmed and County IT departments will communicate to address any outstanding logistical questions from the County's Jail Administration.

14. ***Entire Agreement.*** This Agreement and the documents attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect.

15. **Authority.** Each person executing this Agreement represents and warrants that they are duly authorized to sign on behalf of the entity that is a party hereto.

Witness our signatures the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

CONMED, INC.

  
\_\_\_\_\_  
DAVID M. UNRUH,  
Chairman, First District

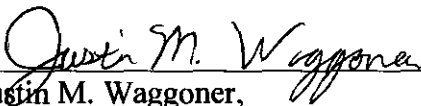
  
\_\_\_\_\_  
CARY McCLURE,  
Secretary/Treasurer

ATTEST:

  
\_\_\_\_\_  
Kelly B. Arnold, County Clerk



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin M. Waggoner,  
Assistant County Counselor

## APPENDIX A- GENERAL CONTRACTUAL PROVISIONS

### 1. REQUIRED DOCUMENTATION.

Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

### 2. RELATIONSHIP of PARTIES.

It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

### 3. PERSONNEL.

**A. Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.

**B. Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

**C. Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**D. Contractor's Safeguard.** The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

**E. Participant Safeguard.** Contractor certifies that:

1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by Contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;

2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by Contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and

3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.

4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the County. The Director's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Contractor shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Contractor would have no other reasonable way of knowing of these acts.

F. It is understood that this contract may be revoked at the discretion of the County if Contractor is in violation of Subsection E.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 3.

### 4. PROHIBITION OF CONFLICTS OF INTEREST.

**A. Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

**B. Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

**C. Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in Para. 4 of the Agreement. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor's competitors.

**D. Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

## **5. FUNDING.**

**A. Reprogramming of Funds.** It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.

**B. Inability to Perform Contract.** It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

**C. Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

**D. Non-Supplanting Existing Funds.** Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

**E. Unexpended funds.** It is agreed by Contractor and County that upon termination or expiration of the contract, any unexpended funds shall be returned to County.

## **6. RECORDS, REPORTS AND INSPECTION.**

**A. Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

**B. Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

**C. Reports.** During the term of this contract, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

**D. Audit.** Contractor shall provide for an annual independent audit of its financial records and shall provide a copy of said audit to County, upon request. If not otherwise required by law to perform an audit and upon approval by County, Contractor may provide a copy of a financial balance sheet developed by a reputable accountant/accounting firm instead of a formal audit.

**E. Availability of Records.** Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

**F. Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

**G. Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

## **7. METHOD OF BILLING AND PAYMENT.**

**A. Billing Procedures.** Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas.

**B. Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Six (6) above.

**C. Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was



not authorized by the contract.

**D. Pre-disbursement Requirements.** Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.

**E. Mailing Address.** Payments shall be mailed to Contractor's address as listed in Para. 4 of the Services Agreement.

## **8. PARTICIPANT INPUT.**

Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.

## **9. LICENSES, PERMITS AND INSURANCE.**

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

## **10. EPA APPROVED BUILDING.**

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

## **11. ACCESSIBILITY.**

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

## **12. ASSIGNMENT.**

Neither this contract nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other.

## **13. SUBCONTRACTING.**

None of the base work or services covered by this contract shall be subcontracted without the prior written approval of County. However, in the event of individual clients/inmates' specialized treatment needs or exigent treatment needs, Contractor may utilize appropriate subcontractors, for which Contractor accepts responsibility for the treatment and services provided by said subcontractors, including but not limited to any tort claims or medical malpractice claims arising from said services.

## **14. PUBLICATION OF CONTRACT RESULTS.**

**A. Copyright.** If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

**B. Documentation of originality or source.** All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from County.

## **15. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**

**A. Service Standards and Procedures.** Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in the Agreement and all documents incorporated therein.

**B. Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

**C. Access to Meetings.** Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

## **16. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.**

In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

**A.** Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

**B.** In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to

be approved by the Kansas Human Rights Commission.

C. If Contractor fails to comply the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.

D. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

E. Contractor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

#### **17. TERMINATION OF CONTRACT.**

- a. **Termination for Breach or Default.** Either party may immediately terminate this Agreement, by giving written notice of termination to the other, upon occurrence of any of the following events:
  - (1) A party breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) days (or such other time period, not less than thirty (30) calendar days, as may be reasonably agreed by the parties under the circumstances) after the non-breaching party gives written notice describing the breach in reasonable detail.
  - (2) A party dissolves or liquidates or otherwise discontinues substantially all of its business operations.
  - (3) County fails to pay to Contractor, within thirty (30) days after Contractor makes written demand therefore through the invoice process, any past-due amount payable under this Agreement that is not the subject of a good faith dispute.
  - (4) In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of the County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
  - (5) Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.
- b. **Termination for Convenience.** Notwithstanding any other provision of this Agreement, County may terminate this Agreement for any reason if it determines in its sole discretion that such termination is in its best interest. In such event, County shall provide written notice to Contractor and termination shall be effective no earlier than sixty (60) days from the date and time specified therein. This Agreement shall terminate as of that date. In the event of such termination for convenience, Contractor shall be paid for all services provided and applicable expenses incurred through the date of such termination which are not the subject of a good faith dispute.
- c. **Payment Calculation Upon Termination.** In the event of termination under this Agreement by either party, any amount owed Contractor will be calculated solely upon the fair value to the County provided by Contractor to the point of termination. In the event of termination, County will only pay Contractor the value of such Contractor's work to the point of termination which remains usable by County. In no event after termination will contractor be entitled to an amount in excess of the maximum contract amount.

#### **18. Amendments to Agreement.**

To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

**19. Certificate of Tax Clearance.** Annually Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than 30 days prior to beginning date of the contract term.

**20. Debarment/Suspension.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the Excluded Parties List System (EPLS) shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been placed on the Excluded Parties List System (EPLS) and any federal funding received or to be received by Sedgwick County in relation to this Agreement prohibits Sedgwick County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the EPLS, the Contractor shall notify Sedgwick County in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. Sedgwick County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any subcontractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under EPLS and to notify County within the same five (5) business days, and with the County reserving the same right to terminate for breach as set forth herein.

## **APPENDIX C - COMPENSATION**

### **I. PAYMENT TERMS.**

In consideration for the services provided or arranged for by Contractor pursuant to the Services Agreement, County will pay to Contractor a base monthly fee of at the following amounts, with payment to be delivered to Contractor on or before the 20<sup>th</sup> working day of each calendar month in payment for services performed in the prior calendar month:

Year 1 (2015): The monthly price in 2015 shall be the monthly price paid by County to Contractor in 2014, plus any increase commensurate with any increase in the "Medical Care Services" category of the Consumer Price Index, published by the U.S. Department of Labor's Bureau of Labor Statistics ("CPI rate") for the 12-month period ending on November 30, 2014, but said increase shall not exceed three percent (3%) of County's monthly payment in 2014. In addition to the aforementioned fees, County shall pay Contractor \$1,625.00 per month for two (2) hours per week of non-emergency OB-GYN staffing during each month in Year 1.

Year 2 (2016): The monthly price in 2016 shall be the monthly price paid by County to Contractor in 2015, plus Contractor shall be allowed to increase the fee for services commensurate with any increase in the CPI rate for the 12-month period ending on November 30, 2015. However, said increase shall not exceed three percent (3%) of the 2015 monthly rate paid by County to Contractor.

Year 3 (2017): The monthly price in 2017 shall be the monthly price paid by County to Contractor in 2016, plus Contractor shall be allowed to increase the fee for services commensurate with any increase in the CPI rate for the 12-month period ending on November 30, 2016. However, said increase shall not exceed three percent (3%) of the 2016 monthly rate paid by County to Contractor.

Year 4 (2018)-subject to County's option to renew: The monthly price in 2018 shall be the monthly price paid by County to Contractor in 2017, plus Contractor shall be allowed to increase the fee for services commensurate with any increase in the CPI rate for the 12-month period ending on November 30, 2017. However, said increase shall not exceed three percent (3%) of the 2017 monthly rate paid by County to Contractor.

Year 5 (2019)-subject to County's option to renew: The monthly price in 2019 shall be the monthly price paid by County to Contractor in 2018, plus Contractor shall be allowed to increase the fee for services commensurate with any increase in the CPI rate for the 12-month period ending on November 30, 2018. However, said increase shall not exceed three percent (3%) of the 2018 monthly rate paid by County to Contractor.

If the Sedgwick County Adult Detention Facility's average daily population ("ADP") (calculated as set forth in RFP #04-0078) exceeds 1,380, Contractor will be paid an additional fee for that particular month. Said fee shall be \$3.98 (three dollars and ninety-eight cents) per day/per detainee, multiplied by the ADP in excess of 1,380.

The ADP shall be adjusted annually based on the overall annual ADP for all inmates in the custody of the Sedgwick County Sheriff, less the annual ADP for the Work Release Facility. County will supply the ADP to Conmed in January of each year.

## **II. OUT-OF-FACILITY TERMS.**

The parties acknowledge professional medical services, including but not limited to dental, behavioral health, and other services covered under this Agreement and the documents incorporated therein may require treatment for detainees/patients outside of the Sedgwick County Adult Detention Facility ("out-of-facility" services). For those services provided out-of-facility for each contract year, the following cost sharing plan shall apply:

The first \$425,000.00, Conmed shall pay 100% of services/treatment  
\$425,000.01 and greater, Conmed shall pay 50%, County shall pay 50%

## **III. MISCELLANEOUS**

The County will maintain a "Reserve Account" that will be funded by revenue accumulated as a result of Conmed staffing shortages and applied to the account on a monthly basis, with the then-current wage rates for said staffing shortages.



**SEDGWICK COUNTY, KANSAS**  
***DIVISION OF FINANCE***

**Purchasing Department**

604 N. Main, Suite F ~ Wichita, KS 67203

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

[www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing)

**MEDICAL SERVICES FOR THE SEDGWICK COUNTY  
ADULT DETENTION FACILITY  
RFP #04-0078**

October 22, 2004

**1. PURPOSE**

Sedgwick County, Kansas (herein after referred to as "County"), is soliciting proposals for the purpose of obtaining quality and legally defensible medical services (herein after referred to as "Clinic"), for the Adult Detention Facility. Medical services will be clinical services, including but not limited to, professional physicians' services, medical testing, pharmaceutical, psychiatric and behavioral health services, and hospitalization for inmates of the Adult Detention Facility, consistent with the guidelines set out in the current ACA standards, Performance Based Standards for Adult Local Detention Facilities, 4<sup>th</sup> edition. All medical services and operations will be the responsibility of the successful contractor and will be reimbursed by the County based upon contracted terms and fees. The successful proposer will be required to enter into a contractual agreement with the County. This Request for Proposal, successful proposer's response, and any negotiations will become part of the final agreement.

Broadly stated, the objective of this request for proposal is to find a qualified vendor who can manage and operate the health care services program at full capacity and in a cost effective manner. Note: Dentistry will be the only comprehensive health care excluded from the successful vendor's responsibility.

**2. PRE-PROPOSAL MEETING**

A **pre-proposal meeting** will be held in the Detention Facility Administrative Conference Room, 2nd floor of the Adult Detention Facility, located at 141 W. Elm, Wichita, KS 67203, on Wednesday, November 3, 2004 at 1:30 p.m. (CST). This is not a mandatory meeting and vendors are encouraged to attend. This will be the only time vendors will have an opportunity to visit the facility prior to submitting proposals.

**3. BACKGROUND INFORMATION**

The Sedgwick County Adult Detention Facility includes a jail, a work release facility, and inmates housed in other county jails throughout Kansas. The total average daily population is 1366 inmates. The Clinical history for 2003 shows monthly averages of 4,088 sick calls, 91 medical care services, and 244 intake screenings. The average length of stay per inmate is 20 days.

The jail is a direct supervision facility where health care services are provided on-site. This facility consists of an infirmary area including, medical exam room, hospital rooms, laboratory, medication room, x-ray room, x-ray processing area, records management area, nurse's station and managerial offices. Appendix A provides the floor plan of the current infirmary.

The jail houses an average daily population of 1,117 inmates for all age groups; male and female; sentenced and pre-trial with medical ailments the same as those encountered in the general population.

The Work Release Facility houses an average daily population of 119 inmates for all age groups; all sentenced, and can have medical ailments the same as those encountered in the general population. The Work Release Facility is located approximately 2 miles (701 W. Harry) from the jail and has no space or equipment for medical services. The County will transport any inmates from the Work Release Facility to the Adult Detention Facility Clinic for services.

The Adult Detention Facility houses an average daily population of 130 in rented space in jails throughout Kansas. Attempts are made to keep inmates with active or chronic medical conditions housed locally. Although these inmates are in the custody of other sheriffs, responsibility for oversight and payment of their medical services remains vested in the Sedgwick County sheriff and will be the contractual responsibility of the selected vendor.

Included in the jail population is an average of 20 federal inmates, for which onsite medical care is included in the facility contract with the Federal Government. Offsite care and treatment as well as prescription pharmaceuticals will be billed to the Federal Government directly.

#### **4. SEDGWICK COUNTY'S RESPONSIBILITY**

To assist the successful firm, the County will do the following:

1. The Sedgwick County Sheriff's Office will provide Clinic with office space or facilities, utilities (including local and long distance telephone services), reasonably sufficient to enable the Clinic to perform its obligations.
2. The Sedgwick County Sheriff's Office will deliver to Clinic on the date of commencement of an agreement possession and control of all equipment and supplies in place and at the health care facilities at the Detention Facility that are owned by the Sedgwick County Sheriff's Office, unless such delivery of possession is beyond the control the Sedgwick County Sheriff's Office for any reason. An inventory of all equipment will be included in an addendum issued on November 9, 2004. There are no plans to change this inventory prior to the date of commencement of an agreement, but should any equipment become non-serviceable prior to that date it will not be replaced by Sedgwick County.
3. Provide all information, as legally allowed, in possession of the County, which relates to the County's requirements for the project or which is relevant to the project.
4. Designate a person to act as the County's representative with respect to the work to be performed under a formal agreement. Such person shall have the authority to transmit instructions, receive information, interpret, and define the County's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the outlined services.

#### **5. SELECTION CRITERIA**

The selection process will be based on the responses to this Request for Proposal, and any interviews required to verify the ability of respondents to provide services in accordance with this document. A committee comprised of the Sheriff's Office and County staff will judge each firm's response as determined by meeting the following criteria (ranked in no particular order):

1. 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.
2. Referenceable performance of proposed services, which will verify service levels and capability of the respondent to provide a thorough solution.
3. Proposed staffing levels.
4. Approach to work and implementation schedule.

5. Plan for catastrophic medical events.
6. Overall cost of proposal.

The County will conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, the ability of the proposer to perform, past performance, understanding of the work to be performed, and the needs of the County.

It is the intention of Sedgwick County to review the Request for Proposal responses and select the top proposals, which appear most beneficial for the County to further evaluate. References and other clients will be contacted and vendors may be invited to participate in a session where they would be given time to present the merits of their solution followed by a question and answer session.

Those submitting a proposal do so entirely at their expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by Sedgwick County, or for participating in any selection interviews.

No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee prior to the award of this request for proposal. Sedgwick County reserves the sole right to select the service(s) and/or provider(s), and subsequently recommend for award, the proposed services which best meets its required needs, budget constraints, quality levels, and expectations.

Sedgwick County reserves the right to accept or reject any proposal to best serve its interest, or to hold the proposals for 60 days before rendering a decision. Acceptance of any firm's response does not place the county under any obligation to accept the lowest response.

#### **6. CONTRACT PERIOD**

The agreement for services will become effective January 1, 2005 and will remain in effect through December 31, 2008. The county, at its option, may extend the agreement annually for 2 additional 1-year options upon written notice. Pricing will be firm for the initial 3-year contract.

The County reserves the right to cancel the contract and discontinue services with a 60 day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to this document or if determined to be in the best interest of the County. In the event of termination of an agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best proposal, or call for new proposals and award an agreement for the same services to another qualified firm to provide services.

#### **7. COMPENSATION**

The successful proposer will agree to provide an itemized billing for fees and expenses based on the agreed upon fee schedule and provide costs based on the following payment schedule.

#### **8. PAYMENT**

In consideration for the services provided or arranged for by Clinic pursuant to an agreement, County will pay to Clinic a base fee (an annual sum) subject to adjustments or debits, paid in 12 monthly installments and delivered to the Clinic on or before the 20<sup>th</sup> working day of each calendar month in payment for Clinic's services in the prior calendar month.

The base fee may be increased based on the average daily population. Average daily population ("ADP") is the sum of each daily population count for the month for which payment is due, divided by the number of days in that month. Decimals will be dropped. (Daily inmate population counts shall be calculated by Sheriff's Administration

will reflect the number of inmates in the Detention Facility, including those housed 'out of county' but **not** those in work release, at approximately 8:00 a.m. each day.

The base fee will be subject to the following adjustments based on deviation from the projected ADP of 1,247 (jail and out of county inmates only): Should the ADP rise above 1,247, County will pay Clinic compensation in addition to the base fee as follows. When the month's ADP is greater than 1,247, County will pay an additional amount per day for each inmate over 1,247, multiplied by the number of days in that month. Example: If the additional amount is \$3.82 and the March ADP equals 1,249, base line will be increased by \$236.84 (\$3.82 x 2 x 31 days).

All proposers must provide a fee schedule based on the payment format outlined above. Clearly list cost for monthly installments and a cost for a daily rate per inmate, which will be used to calculate charges for inmates above the ADP. AS AN OPTION, proposers may also propose other fee schedules along with a detailed explanation. The County has the sole right to make a determination for the cost plan deemed to be in the best interest of the County.

## **9. CONFIDENTIAL MATTERS and DATA OWNERSHIP**

The successful proposer agrees all data, records and information, which the successful 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 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. Additionally, the successful proposer agrees it will not use any names or addresses contained in such data, records 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. Additionally, 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.**

## **10. INDEMNIFICATION**

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 any agreement relating to insurance requirements. The Provider agrees that it will procure and keep in force at all time at its own expense insurance in accordance with these specifications.

## **11. INSURANCE**

Clinic will agree to maintain professional and liability insurance as will fully protect Clinic and the individual physicians, physician assistants, licensed practical nurses, registered nurses, and/or other licensed health care employees, from any and all claims. Clinic will purchase and maintain, in a company (or companies) lawfully authorized to do business as an insurer in the State of Kansas, liability insurance for protection against personal injuries, deaths or property damages, arising from or in any manner occasioned by the acts or omissions of the Clinic, its servants, agents or anyone directly or indirectly employed by the Clinic. The insurance company or companies providing insurance for the contractor must be acceptable to the Sedgwick County Risk Manager.



Clinic will maintain all insurance coverage required pursuant to applicable state and federal laws, including worker's compensation insurance. Clinic will be responsible for maintaining during the term of an agreement, insurance coverage complying with the following minimum requirements:

- Workers Compensation as required by laws of the State of Kansas.
- Comprehensive General Liability in the amount of one million (\$1,000,000) bodily injury and property damage per occurrence, and two million (\$2,000,000) aggregate.
- Professional Liability in the amount of one million (\$1,000,000) dollars per occurrence or claim and three million (\$3,000,000) aggregate.

The Board of County Commissioners and the Sedgwick County Sheriff, including their servants, agents, and employees are to be included as additional insureds under these policies. Certificates of insurance must be supplied to the Sedgwick County Sheriff's Office within 10 days after the effective date of an agreement. Any cancellations or lapses of insurance affecting the operation of the Detention Facility under the service agreement will be deemed a material breach.

## **12. QUESTIONS AND CONTACT INFORMATION**

Any questions regarding this document, including questions resulting from the pre-proposal meeting, will be submitted in writing to Iris Baker, Purchasing Director at [ibaker@sedgwick.gov](mailto:ibaker@sedgwick.gov) by 5:00 p.m. (CST), November 6, 2004. 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/purchasing](http://www.sedgwickcounty.org/purchasing), under online services; current RFPs/RFQ/s; to the right of the RFP number and description on November 9, 2004. **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

Questions of a substantive nature generated during the pre-proposal meeting will be answered and added to a written addendum.

## **13. TENTATIVE TIMELINE**

The following dates are provided for informational purposes and are subject to change without notice.

Distribution of Request for Proposal -----	October 22, 2004
Pre-proposal Meeting, 1:30 p.m. -----	November 3, 2004
Question Submittal Deadline-----	November 6, 2004
Addendum Issued-----	November 9, 2004
Proposal Due Date -----	November 23, 2004
Proposal Evaluations -----	November 24-December 8, 2004
Board of Bids and Contracts Recommendation -----	December 9, 2004
Board of County Commission Approval -----	December 15, 2004

## **14. SUBMISSION OF PROPOSALS**

Each proposer must submit 6 copies in a sealed envelope/container bearing on the outside the name of the firm, full address, RFP # for which the proposal is submitted and date and time proposal is due. Proposal responses should be addressed to:

Sedgwick County Purchasing Department  
604 N. Main, Suite F  
Wichita, KS 67203  
Attention: Iris Baker

**Proposal responses must be received no later than Tuesday, November 23, 2004 at 1:45 p.m. (CST).** Late proposal responses will not be considered for contract award and will be returned to the proposer.

### **15. MINIMUM QUALIFICATIONS**

This section lists the criteria to be considered in evaluating the ability of firms, interested in providing the services specified. Specific responses to each must be provided and it is expected that the successful firm will exceed these qualifications. Firms will:

1. Have proven track record in supervision and operations management in the field of correctional medicine.
2. Have provided medical services for detention facilities similar in size to Sedgwick County.
3. Provide the most current annual financial report.
4. 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.
5. 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.
6. If applicable, discuss any current ongoing litigation.
7. Provide resumes and applicable licenses for the work outlined herein.

### **16. BOND REQUIREMENTS**

**Performance Bond:** Clinic shall provide at its own expense, a performance bond for 100% of the total annual payment due to Clinic as set forth herein. The surety company providing the performance bond must be licensed to do business as a surety insurer in the State of Kansas. The surety agreement must not contain any conditions or reservations.

Unless otherwise specified herein, the bonds shall be written in a form meeting the current laws and regulations in the State of Kansas. The Clinic shall require the Attorney In Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney. The surety company shall be appropriately licensed to do business in the State of Kansas, shall have been in business continuously for at least five years and have the following minimum ratings: Best's Policyholder's Rating of "A" or "B".

The Surety Company shall not expose itself to any loss on any one risk or an amount exceeding ten percent (10%) of its surplus to policyholders, provided: Any risk or portion of any risk shall have been reinsured (in which case these minimum requirements contained herein also apply to the insuring carrier) in assuming insurer authorized or approved by the Insurance Commissioner to do such business in the state shall be deducted in determining the limitation of risk prescribed in this section.

### **17. GENERAL SERVICE REQUIREMENTS**

The following requirements are provided to assist proposers in understanding the objectives of the County and submitting a thorough response. Proposal(s) received must reflect in detail their inclusion and the degree provided. The County desires the most thorough solution available. The requirements listed outline the minimum service/performance/combination requirements for the proposed solution. This section lists criteria to be considered in evaluating the ability of vendors interested in providing products/services specified, to be considered for award. Services include, but are not limited to the following:

1. Provide immediate preliminary screening and admission evaluation, nursing coverage, hospitalization, medical specialty services, behavioral health services, emergency medical care, medical records management, sick call, infirmary care, pharmacy and pharmaceutical services, medical clearances for transfers, and work clearances, the continuing care of identified health problems, detoxification, health education and training services, cooperation with the fee program, and other related services to jail inmates.

2. Provide administrative oversight, coordinate same level of services as required for jail inmates, and provide payment for all medical services and pharmaceuticals required by Sedgwick County inmates housed out of county.
3. On an as needed basis, provide work release inmates the same level of services as required for jail inmates while the inmates are unemployed (usually a maximum 2 week period of time) or injured as a result of an accident at the facility during their confinement at the Work Release facility. Also provide continuous care for inmates transferred to work release and start care for newly admitted inmates to the program (usually a maximum 2 week period of time). Payment for services rendered will be at the base fee rate.
4. Provide written job descriptions and post orders to define specific duties and responsibilities for all assignments at the onsite facility.
5. Provide copies of staffing schedules encompassing all health care staff, which will be posted in designated areas and submitted to the Detention Facility Administrator and the Detention Facility Administrative Officer on a weekly basis, with updates regarding changes.
6. Prior to Sheriff's Office approval for employment, an applicant screening shall be conducted. Clinic will provide a completed background packet on each employee applicant prior to employment and admission into the Detention Facility. The health administrator must receive all applicable licenses and/or certificates for all professional staff prior to employment. In addition, malpractice insurance must be on file for all physicians and nurse practitioners, and other professional or paraprofessional employees, if applicable.
7. Provide a written plan for orientation and staff development/training appropriate to their health care delivery activity for all health care personnel. This plan must outline the frequency of continuing training for each staff position. Health care staff will be required to attend the Detention Facility's staff orientation prior to employment.
8. Services herein may be performed in part by physicians' assistants licensed by the Kansas Board of Healing Arts, or advanced registered nurse practitioners licensed by the Kansas Board of Nursing.
9. In the discretion of the Clinic but consistent with sound medical policy, appropriate services may be provided by registered nurses, and/or licensed practical nurses licensed by the Kansas Board of Nursing, and/or medication aides currently certified by the secretary of health and environment as having satisfactorily completed the mandated training program in medication administration.
10. Provide scheduling and shift assignments of the physicians, physicians assistants, advanced registered nurse practitioners, registered nurses, licensed practical nurses and medication aides, consistent with sound medical policy and consistent with the goals and objectives of an agreement. Additionally, the Clinic will be responsible to provide additional clerical support as is necessary to carry out the goals and objectives of this Agreement.
11. Within 6 months of award, implement written, well-detailed policies and procedures for medical, behavioral, pharmaceutical and security policies, which meet or exceed those required by current ACA standards. Said policies and procedures will be provided to the Sheriff's Office and will not conflict with Sheriff's Office policies and procedures. Said policies and procedures shall be reviewed at least annually and revised as necessary with the cooperation of the Sheriff.
12. For all inmates delivered (contemporaneously to an arrest) to the Detention Facility for booking, Clinic will have the sole responsibility to provide triage to properly screen and assess inmates to determine

whether the inmate is medically acceptable for processing and housing at the Detention Facility. Such determination shall be made prior to actual booking for any person who (whether arrested by any federal, state, county, or municipal law enforcement agency): (1) complains of sustaining or it is apparent that the individual did sustain an injury incidental to the arrest; and (2) for all other incoming inmates as needed. Clinic will not, however, allow an unconscious person or a person who appears to be seriously injured to be admitted to the Detention Facility. The person must be referred immediately for off-site emergency medical attention. The inmate's booking into the Detention Facility is predicated upon medical clearance after Clinic's screening.

13. From the point of arrest, Sedgwick County is responsible for care and treatment of inmate's medical, pharmaceutical, and psychological needs. Expenses will be responsibility of the Clinic. Any expense incurred prior to an arrest will not be the responsibility of the Clinic.
14. Coordinate with any and all health care providers who had previously cared for or who presently cares for the inmate on any pre-existing injury where there is a need for continuity of medical services and the method of payment (if any), notwithstanding the arrest of the individual or such individual being remanded to the care, custody, and control of the Detention Facility.
15. Participate in monthly and quarterly meetings with Sheriff's Office Administration.
16. Supply statistical data and reports as required by the Sheriff's Office.
17. Be responsible for the maintenance, repair, and satisfactory working order of all medical equipment, whether owned by the Clinic or the Sedgwick County Sheriff's Office.
18. Participate in the Sheriff's Office Metropolitan Medical Response System Plans program.
19. Collect statistical information on actual services provided pursuant to an agreement. Clinic will report results to Sheriff on a monthly basis. Sheriff will conduct a performance review and evaluation annually with Clinic.
20. Clinic will implement procedures for increasing performance satisfaction to Sheriff and County. Any deficiencies will be corrected in a reasonable, mutually agreed upon amount of time.
21. Provide administrative leadership to assure cost accountability and responsiveness to the Sheriff.
22. Provide health care staff with continuing education for purposes of encouraging the respect of inmate rights to basic health and behavioral health care services.
23. Review and screen preliminary medical assessments (for new bookings) found on medical assessment forms. Clinic will agree to order and accept responsibility for supplying, delivering, dispensing and payment for all medications as required by the Clinic staff and other health care providers 24 hours per day, 7 days per week as needed.
24. Except as provided for in the agreement, Clinic will supply all professional services, labor, insurance premiums, licenses, permits, products, equipment, applicable taxes and other necessary items for proper completion of the scope of services required herein. (County agrees to assist the Clinic in reaching agreements with area medical and pharmaceutical providers for achieving the lower rates for those services, supplies and necessary items for fulfilling the terms of this agreement.)

25. Insure all work performed for County satisfies applicable local, state, and federal laws, codes, regulations, and ordinances.
26. The Contractor will be completely responsible for all expenses and costs associated with the provision of maintaining and operating the Clinic, including but not limited to pharmaceuticals, medical supplies, office supplies, and medical equipment. All durable equipment purchased for fulfilling the terms of an agreement shall become and remain the property of County after expiration or termination of this agreement.
27. All employees of Clinic will be subject to background checks for the purposes of maintaining the Detention Facility's security. Said employees may be denied access to the Detention Facility at the Sheriff's discretion. The Clinic and employees assigned to the Detention Facility shall comply with the Detention Facility's policies on security. The Sedgwick County Sheriff's Office reserves the right to search any person, property, or article entering its facilities.
28. Clinic and its individual practitioners, hereunder, shall have sole control of the manner and means of practicing his/her profession.
29. Clinic will supervise the execution of all professional services rendered under an agreement and will direct the performance of all physicians' assistants, advanced registered nurse practitioners, registered nurses, licensed practical nurses and/or medication aides.
30. Before hospitalizing an inmate, Clinic will confer with Sheriff's Office. Should Clinic determine that it is medically necessary and consistent with sound medical policy to treat an inmate in a hospital setting, the Clinic will place all inmate-patients in designated hospital. The costs of such hospitalization treatment will be paid by Clinic.
31. County and Clinic will agree that if it becomes medically necessary for an inmate to be treated by a physician (or other medical or psychiatric provider) off-site for the professional services required under the terms of an agreement, the costs associated with such treatment will be the responsibility of Clinic; however, County will provide transportation (and associated costs) to medical facility, which has been previously approved by County.
32. Clinic shall be responsible for the safe, efficient and timely removal of all waste (including hazardous waste), which is generated by the Sheriff's Office and Clinic through performance of obligations as set out herein.
33. Clinic shall develop contingency plans (not requiring evacuation of the Facility) for the roles of the health care staff in the Detention Facility disaster plan with a goal of continuing to provide these health care services in the event of a power failure, act of God or natural disaster. Clinic shall, in times of emergency or threat thereof, whether accidental, natural, or caused by man, provide medical assistance to the Sedgwick County Sheriff's Office to the extent or degree required by the Sedgwick County Sheriff's Office policy and procedure, including the preparation and distribution of medications during a Metropolitan Medical Response System event. Clinic's on-site staff will have medications made available to them during the events described above.
34. Inmates who pose a danger to themselves or others due to mental illness/disorder or medical illness may necessitate the administration of emergency psychotropic medication. Sheriff's administration may request Clinic evaluate the inmate for the administration. Clinic will evaluate the inmate within ethical and medical guidelines

### 35. Staffing Requirements.

#### 1. Staffing.

Clinic will provide specific staffing levels for all medical, behavioral health and support personnel for performing the scope of services required herein and at a minimum include:

- a. Physician services sufficient to provide required needs of the day to assure medical evaluation/follow up within 24 hours of post nursing triage referral.
- b. 24-hour physician on-call services with availability for consultation and on-site needs system-wide;
- c. Nursing services available for providing the following:
  - i. Coverage at all times;
  - ii. Assignment of a nurse to the booking area at all peak times for intake screening on all inmates at time of admission (peak times will be as determined by the Sheriff's Office);
  - iii. Delivery of all infirmity medications as prescribed on a 24 hour, seven day a week basis;
  - iv. Sick call triage and follow up on a daily basis;
  - v. Appropriate and timely responses to medical needs and emergencies;
  - vi. Physician support services.
- d. One full time Health Authority Administrator (to be located on site) with the authority to oversee the administrative requirements of the health care programs, recruiting, data gathering, financial monitoring, development of policies and procedures, review of contractual requirements, review of medical records, and other management services as needed.
- e. A Medical Director who shall be a physician (may be the Health Authority Administrator) having responsibility for assuring the appropriateness and adequacy of inmate health care.
- f. A Psychiatrist as recommended in a 2003 medical audit by NIC.
- g. Other medical and support staff as agreed upon by the Sheriff and Clinic.

#### 2. Staffing Shortages: Reporting and Penalty.

The Clinic and the Detention Facility Administrator will agree upon post requirements. For each post governed by the staffing plan, a penalty will be imposed by the Sedgwick County Sheriff's Office for any unfilled hours. For each unfilled hour for each post, the Sedgwick County Sheriff's Office will deduct from the Clinic's monthly payment the average hourly salary rate plus benefits for the post.

- a. In all cases, employees may be used to cover like posts when their credentials are equal to or exceed the credentials required for the post.
- b. A post report will be provided to the Detention Facility Administrator, or designee, by 9:00 a.m. each day for the previous day (24 hours; i.e., 0001-2400).
- c. The posts, with the qualifications required to staff each post, will be posted and provided to the Detention Facility Administrator and Detention Facility Administrative Officer.

#### 3. Staff Performance.

If the Sheriff becomes dissatisfied with any health care personnel provided by Clinic hereunder, or by any independent contractor, subcontractor or assignee, Clinic, in recognition of the sensitive nature of correctional services will, following receipt of written notice from the Sheriff on the grounds for such dissatisfaction and in consideration of the reasons therefore, will exercise its best efforts to resolve the problem. If the problem is not resolved to the satisfaction of the Sheriff or his designee, Clinic shall remove the individual about whom the Sheriff has expressed dissatisfaction. Should the removal of an individual become necessary, Clinic will be allowed a reasonable time after removal to find an acceptable replacement, without penalty or any prejudice to the interests of the Clinic. However, in no event shall this period exceed 30 days without the approval of the Sheriff or his designee.

### 36. Care and Treatment Requirements.

Services to inmates provided by Clinic will include:

1. Acute hospital services with one or more health care providers or physicians.
2. In addition to 24-hour a day emergency service coverage, the hours for routine nurse sick call at each site will be at levels which allows for all inmates needing medical services to be seen on the same day that they request such services, should the need arise outside the scheduled sick call rounds done in the housing units.
3. Provision of necessary laboratory, EKG, and x-ray services. All abnormal laboratory and x-ray results will be reviewed and signed off by a physician or PA/ARNP. A follow-up plan of care will be furnished.
4. Development of a special medical program for inmates requiring close medical supervision, including chronic and convalescent care needs. This program must include specific guidelines for housing standards of these inmates. Basic requirements for each inmate assigned this classification are as follows:
  - a. Inmates must have a written, individualized treatment plan approved by a physician;
  - b. Inmates with suicidal tendencies and/or a history of having seizures, as determined by Clinic must be assigned to quarters that have close observation; and
  - c. A physician must determine pharmacological support care.
5. The Detention facility, medical, and mental health staff shall share relevant information including, but not limited to, communicable disease and behavior problems/disorders.
6. Clinic will define a program for meeting the special needs of the female population, e.g., pregnancy.
7. Clinic will provide and follow a written plan with specifics for provision of specialty health care services.
8. All new admissions/screening charts are to be reviewed and signed by the physician or PA/ARNP within 24 hours.
9. Clinic will respond to acute or emergency medical needs and provide emergency medical care for all Detention Facility visitors and staff until EMS arrives and shall document services provided.
10. Clinic will not allow or encourage inmates to provide any health care services (other than their own health maintenance logs or information), including record keeping.
11. Clinic will draw DNA samples as required by state statute and forward samples to the Kansas Bureau of Investigation (KBI). Kits are provided by KBI. Note: This is not intended to be for evidence collection.
12. Clinic will provide pharmaceutical services (including emergency pharmacy service) consistent with state and federal laws and/or regulations, to assure the availability of prescribed medications within eight hours of the order being issued in writing.
13. Clinic will distribute and administer all pharmaceutical medications to inmates as ordered. Clinic will record the administration of medications in a manner and on a form approved by the ACA. The records documenting medication administration will reflect whether inmates are receiving and ingesting their prescribed medications. If the prescribed medication was not administered, documentation must indicate the reason for not administering.
14. Clinic will be responsible for special needs and care for inmates with disabilities or who require "assisted living" conditions.
15. Clinic will provide hospice care as required by terminally ill inmates.
16. Provide copies of all inspection reports to the Detention Facility Administrator and the Detention Facility Administrative Officer by Clinic.
17. All outside medical consultations/treatments will be coordinated at least five days in advance with the Detention Administrative staff, unless the situation is deemed an emergency situation that cannot be delayed.
18. Clinic's medical personnel will perform body cavity searches as required by court order or Sheriff's Office policy.

### 37. Inmate Screenings.

Inmates must be medically cleared before they are sent to the Detention Facility's general population.

Minimum screening requirements will be as follows:

1. Inmates returning from outside hospital stays or clinic visits are to be taken to the infirmary and cleared by the appropriate medical staff before returning to general population. A note regarding this review with reference to follow up in-house must be documented in the inmate medical record.
2. The results of tuberculin tests (if given) shall be read and documented on a daily basis.
3. Medical staff shall perform reviews, medical examinations, medical summaries, or certifications, as are necessary for transfers, and work clearances.
4. Medical summaries shall be prepared and sent with inmates being transferred to other facilities (i.e., Department of Corrections).
5. Documented inmate health screening immediately upon arrival at the facility must be based on structured inquiry and observation, reviewed by qualified health care personnel, 24 hours a day, each and every day of the year to include weekends and holidays. Upon screening form being received the findings shall be recorded on a printed form approved by the health authority and the Detention Facility and shall be provided by Clinic.
6. The inmate health screening will include, at a minimum:
  - a. Current illness and health problems including mental, dental, and communicable diseases;
  - b. Medications taken and special health requirements;
  - c. Use of alcohol and drugs, including types, methods, amounts, frequency, date/time of last use, and history of problems related to stoppage;
  - d. Behavior, including state of consciousness, mental status, appearance, conduct, tremors, and sweating;
  - e. Notation of body deformities, trauma, markings, ease of movement; and
  - f. Condition of skin and body orifices, including rashes and infestations, needle marks, or other indications of drug abuse.

### 38. Statistical Reporting.

Clinic will prepare and deliver a comprehensive annual and quarterly statistical report that will be forwarded to the Detention Facility Administrator in accordance with ACA standards. In addition, monthly and daily statistics will be required as follows:

1. Monthly Statistics. Narrative reports shall be submitted to the Detention Facility Administrator or designee at the scheduled monthly meeting (medical audit committee) with statistical data reflecting the previous month's workload, to include quantities of the following:

- a. Inmate requests for services;
- b. Inmates seen at sick call;
- c. Inmates seen by a physician;
- d. Infirmary admissions including patient days and average length of stay;
- e. Mental health admissions;
- f. Off-site hospital admissions, emergency room visits, and ambulance trips;
- g. Medical specialty consultation referrals;
- h. Intake screenings conducted;
- i. Diagnostic studies;
- j. Report of third party reimbursement, pursuit, and recovery;
- k. Total and percentage of inmate population dispensed medication;
- l. Inmates testing positive for venereal disease;
- m. Inmates testing positive for AIDS or AIDS antibodies;
- n. Inmates testing positive for TB;
- o. Inmates treated for AIDS or AIDS antibodies;
- p. Inmates treated for TB;



- q. Inmate mortality;
- r. Number of hours worked by entire medical staff, specifying each post or shift;
- s. Other data deemed appropriate by the Detention Facility Administrator; and
- t. Out of county medical cost (including pharmacy, hospital and medical transportation).

2. **Daily Statistics.** A narrative report for the previous 24-hours, capturing the following data shall be submitted to the Detention Facility Administrator and Detention Facility Administrative Officer on a daily basis prior to 9:00 a.m., to include quantities of the following (at a minimum):

- a. Transfers to off-site hospital emergency rooms;
- b. Communicable/infectious disease reporting;
- c. Suicide data (i.e., attempts and precautions taken);
- d. Status report of inmates in infirmary (i.e., total number and condition);
- e. Report of status of inmates in local hospitals;
- f. Staffing Report (vacancies, new hires, resignations, terminations, etc.);
- g. Completed medical incident reports;
- h. Completed medical grievance reports;
- i. Reports on inmates evaluated for medical and mental health; and
- j. Report number of Work Release inmates treated.

3. **Monthly Meetings.** On a scheduled basis, there will be documented monthly meetings with Detention Facility staff, medical staff, and forensic staff to evaluate statistics, program needs, problems, and coordination between security and medical personnel.

4. **Quarterly Meetings.** The Director of the Clinic and the other staff as requested by the Sheriff's Office will attend quarterly meetings to discuss issues and to review operational problems.

### 39. Behavioral Health Services.

Clinic will provide the following behavioral health services for County:

- 1. Physiological/psychological screening at point of intake, using a form that complies with ACA standards and is acceptable to the Sedgwick County Sheriff's Office;
- 2. Order, store, prepare, and administer psychotropic medications and assume all costs thereof;
- 3. Conduct all lab work in preparation for administering psychotropic medications, including blood work-ups; Transcribe and chart all medicine orders; and
- 4. Maintain inmates' medical charts to include mental health information.

### 40. Medical Records and Technology.

- 1. Clinic agrees to maintain records of services consistent with federal, state and local requirements and current ACA standards and to maintain such records at the Detention Facility for all services rendered therein, and at both the Detention Facility and the individual physicians private offices for services rendered to inmate at the private offices of the individual physicians or at designated hospital. All inmate medical records are the property of the County and will remain County property after the expiration of any agreement for services discussed herein. Clinic further agrees that any and all records relating to treatment of any inmate of the Detention Facility shall be open to inspection by any representative of County, including but not limited to: The members of the Board of County Commissioners, the County Counselor, the Controller, the Sheriff of Sedgwick County, auditors, and any and all of their designees. Both parties furthermore agree to maintain practices, which meet federal and state confidential laws and guidelines, including the Health Insurance Portability and Accountability Act of 1996.
- 2. County shall provide adequate computer supplies (including hardware and software) necessary for Clinic's performance of the duties as required herein. Clinic will utilize computer software and

hardware provided by Sheriff's Office to maintain inmate records, special watches and other information as required by Sheriff's Office. All equipment and software shall remain property of Sedgwick County.

3. Clinic will initiate and maintain individual medical and behavioral health care records for every inmate as collected via the inmate screening process or for services rendered following assignment to a housing area.
4. The inmate health record shall include, but not be limited to:
  - a. Intake screening form;
  - b. Health appraisal form;
  - c. Physician order/treatment plans;
  - d. Prescribed medications administered or not administered, date, time, and by whom;
  - e. Complaints of illness or injury;
  - f. Findings, diagnoses, treatments, and dispositions;
  - g. Health service reports;
  - h. Consent and refusal forms;
  - i. Medical grievance forms;
  - j. Laboratory, radiology, and diagnostic studies; and
  - k. Consultation, emergency room and hospital reports, and discharge summaries.
5. Each documentation shall include the date, time, signature, and title of each documenter.
6. Confidentiality of medical records will be assured in accordance with HIPAA. The medical and psychiatric records will be kept separate from the custody record. Data necessary for the classification, security, and control of inmates will be provided to the appropriate Detention Facility personnel. Medical records will be made available to the Detention Facility personnel at no cost when required to defend any cause of action by any inmate against the Sedgwick County Sheriff's Office.
7. Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.
8. Inactive medical records will be maintained in accordance with the laws of the state of Kansas and ACA standards. After two years, inactive medical records will be archived by a mutually agreed upon method.
9. Information concerning any court or legal documents affecting inmates and the medical contract provider must be provided in writing to the designated Sedgwick County Sheriff's Office representative in the Detention Facility prior to the close of the shift of service/receipt.
10. If an inmate's medical record cannot be located within eight hours of the discovered loss, the Clinic's Administrator shall notify the Detention Facility Administrative Officer. A duplicate record shall be immediately generated. Any clearance information that cannot be determined shall be repeated. Upon location of the missing record, and after a duplicate file has been created, the two files shall be joined to form one file.

#### **18. PROPOSAL CONTENT**

Proposals received should reflect in detail their inclusion and the degree provided. The Proposal should be organized in the following format and information sequence:

- A. State full name and address of your organization. Include names, titles, and qualifications of lead professional personnel to be assigned to the county account.
- B. Provide a brief description of your firm, including qualifications, experience, depth of staff, quality control, and the demonstration of your ability to be the provider of the outlined services.
- C. Include resumes and list of engagements of those individuals who will act in a capacity for the County. Identify special licensing or registrations held by professional(s) assigned.
- D. Provide a list of all contracts in the past three years.
- E. Acknowledge and clearly address minimum qualifications in sequential order as listed in Section 15 on page 6.
- F. Acknowledge and address in sequential order each general requirement listed in Section 17 on pages 6-14.
- G. Include any topics not covered in the Request for Proposal that you wish to disclose to the County that further describes your firm's level of qualifications to provide the outlined services.
- H. Provide detailed fee structure. As an option, you may provide more than one, however at a minimum, address the fee structure as outlined in Section 8 on pages 3 and 4.
- I. Provide your firm's definition of catastrophic medical events and provide a detailed description for handling such events. Include a list of events and any fee impact, if applicable.
- J. Provide a detailed implementation plan.
- K. Provide a completed Proposal Response Form in the same format as that appearing in Section 21.

Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

## **19. GENERAL CONTRACT PROVISIONS**

The following is language the County requires for all contracts that are entered in to.

### **1. AUTHORITY TO CONTRACT.**

a. **Affirmation of Legal Authority.** Vendor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Vendor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Vendor to act in connection with the application and to provide such additional information as may be required.

b. **Required Documentation.** Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

### **2. INDEPENDENT CONTRACTOR RELATIONSHIP.**

It is agreed that the legal relationship between Vendor and County is of a contractual nature. Both parties assert and believe that Vendor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Vendor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, neither Vendor nor employees of Vendor will be within the protection or coverage of County's worker's compensation insurance, nor shall Vendor or employees of Vendor be entitled to any current or future benefits provided to employees of County. Further, County shall not

be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Vendor.

3. **PERSONNEL.**

a. **Qualified Personnel.** Vendor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the United States, the State of Kansas, and the provisions of this contract.

b. **Minimum Wages.** Vendor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

c. **Employee Conflict of Interest.** Vendor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4. **PROHIBITION OF CONFLICTS OF INTEREST.**

a. **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

b. **Interest of Vendor.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

c. **Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Vendor at time of agreement, 2) an employee of Vendor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Vendor during pendency of agreement, shall require written notice to the County at the addresses listed in the Agreement. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Vendor or Vendor's competitors.

d. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Vendor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that Vendors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. **FUNDING.**

a. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

b. **Non-Supplanting Existing Funds.** Vendor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources

## 6. **RECORDS, REPORTS AND INSPECTION.**

a. **Documentation of Costs.** All costs incurred by Vendor for which Vendor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

b. **Maintenance of Records.** Except as otherwise authorized by County, Vendor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

c. **Reports.** During the term of this contract, Vendor shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Vendor will be withheld by County if Vendor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

d. **Audit.** Vendor shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.

e. **Availability of Records.** Vendor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

f. **Vendor's Purchasing Procedure.** Vendor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Vendor agrees to make available a written description of its purchasing procedures if requested by County.

g. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

## 7. **METHOD OF BILLING AND PAYMENT.**

a. **Billing Procedures.** Vendor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing, and accounting procedures of Sedgwick County, Kansas. Payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

b. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described.

c. **Reimbursement Restrictions.** Payments shall be made to Vendor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Vendor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

d. **Pre-disbursement Requirements.** Vendor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Vendor.

e. **Mailing Address.** Payments shall be mailed to Vendor's address as set forth herein.

#### 8. **LICENSES AND PERMITS.**

Vendor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Vendor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

#### 9. **EPA APPROVED BUILDING.**

Vendor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities nor has notice from the Director of the EPA Office of Federal Activities been issued indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

#### 10. **HANDICAPPED ACCESSIBILITY.**

Vendor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Vendor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

#### 11. **ASSIGNMENT.**

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

#### 12. **MODIFICATION.**

This agreement may not be modified except in writing signed by the parties hereto. To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

#### 13. **SUBCONTRACTING.**

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

14. **COMPLIANCE WITH APPLICABLE LAWS.**

- a. **Service Standards and Procedures.** Vendor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified herein which cover the specific purpose, goals and objectives of this agreement.
- b. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas, without reference to its conflicts of law principles.
- c. **Compliance With Law.** Vendor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.
- d. **Access to Meetings.** Vendor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

15. **DISCRIMINATION PROHIBITED.**

- a. Pursuant to the provisions of K.S.A. 44-1030, which states that every contract for or on behalf of County or any agency of or authority created by County, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain the following provisions. Therefore, Vendor agrees to the following:
  - (1) Vendor shall observe the provisions of the Kansas Act Against Discrimination, and the Kansas Age Discrimination in Employment Act, and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
  - (2) In all solicitations or advertisements for employees, Vendor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
  - (3) If Vendor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.
  - (4) If Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
  - (5) Vendor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection in every subcontract or purchase order made pursuant to this Agreement, so that such provisions will be binding upon such subcontractor or vendor
  - (6) The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

b. Vendor shall comport its performance under this contract with all pertinent provisions set out in all applicable Federal and State anti-discrimination acts and associated regulations, all as amended, including, but not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, and 45 C.F.R. Part 80);
- (2) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.*, and 29 C.F.R. Parts 1602, 1604, 1605, & 1606);
- (3) The Age Discrimination in Employment Act (29 U.S.C. 621 *et seq.*, and 29 C.F.R. Part 1625);
- (4) The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*, and 45 C.F.R. Parts 90 & 91);
- (5) The Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 *et seq.*, 28 C.F.R. Parts 35 & 36, and 29 C.F.R. 1602, 1627, & 1630);
- (6) The Rehabilitation Act of 1973 (29 U.S.C. 794 *et seq.*, and 45 C.F.R. Parts 84 & 85);
- (7) The Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*, and K.A.R. Articles 21-30 through 21-34, 21-50, & 21-70); and
- (8) The Kansas Discrimination in Employment Act (K.S.A. 44-1110 *et seq.*), including the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*, and K.A.R. Article 21-80).

c. Vendor shall be deemed in default of this contract and it may be immediately canceled, terminated, or suspended, in whole or in part, by County if Vendor violates the applicable provisions of any of the Federal or State anti-discrimination acts identified in this section.

## 16. TERMINATION OF CONTRACT.

a. **Termination for Breach or Default.** Either Party may immediately terminate this Agreement, by giving written notice of termination to the other, upon the occurrence of any of the following events:

1. A Party breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) calendar days (or such other time period, not less than thirty (30) calendar days, as may be reasonably agreed by the Parties under the circumstances) after the non-breaching Party gives written notice describing the breach in reasonable detail.
2. A Party dissolves or liquidates or otherwise discontinues substantially all of its business operations.
3. County fails to pay to Vendor, within thirty (30) calendar days after Vendor makes written demand therefore through the invoice process, any past-due amount payable under this Agreement that is not the subject of a good faith dispute.



4. In the event of termination, such information prepared by Vendor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
5. Notwithstanding the above, Vendor shall not be relieved of liability to County by virtue of any breach of this contract by Vendor and County may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due County from Vendor are determined.

b. **Termination for Convenience.** Notwithstanding any other provision of this Agreement, County may terminate this Agreement for any reason if it determines in its sole discretion that such termination is in its best interest. In such event, County shall provide written notice to Vendor pursuant to notification provisions in Paragraph 19 and termination shall be effective as of the date specified therein but shall not be effective earlier than 30 days from the date and time notice was given. In the event of such termination for convenience, Vendor shall be paid for all Services provided and applicable expenses incurred through the date of such termination which are not the subject of a good faith dispute.

#### 17. PAYMENT CALCULATION UPON TERMINATION.

In the event of termination under this agreement by either party, any amount owed Vendor will be calculated based solely upon the fair value to the County provided by Vendor to the point of termination. In the event of Termination, County will only pay Vendor the value of such Vendor's work to the point of termination which remains usable by County. In no event after termination will Vendor be entitled to an amount in excess of the maximum contract amount.

#### 18. INDEMNIFICATION AGREEMENT.

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any negligent or willful act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

#### 19. NOTIFICATION.

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Detention Facility  
Attention: Contract Manager  
141 W. Elm  
Wichita, KS 67203  
Phone (316) 660-\_\_\_\_\_

Sedgwick County Legal Department  
Attention: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 359  
Wichita, KS 67203-3790

Vendor: \_\_\_\_\_  
Phone: \_\_\_\_\_

**20. CONFIDENTIAL INFORMATION.**

The parties agree that this Agreement and the relationship it represents requires the exchange of confidential information over the course of normal business. Confidential information is information not generally known by non-party personnel, including but not limited to, the financial, marketing, and other proprietary business information. Neither party shall use, duplicate or divulge to others any confidential information disclosed to that party by the other party in the course of performance of this Agreement without first obtaining written permission from that party, to the extent allowed by law.

**21. NO INFERENCES REGARDING DRAFTER.**

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual Agreement regarding the same. Because of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereto, based upon the identify of the drafter shall be applicable in interpreting or enforcing this Agreement.

**22. WARRANTIES AND REPRESENTATIONS.**

Vendor warrants and represents that it will perform any and all services hereunder in a professional and workmanlike manner and that all such work shall be free of errors and defects. Vendor shall immediately correct any error or defect at no additional cost to County. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise. This warranty is in addition to any warranty that may be implied or imposed by operation of law.

**23. LIABILITY INSURANCE.**

Vendor agrees to maintain the following minimum limits of insurance coverage throughout the term of the agreement, as outlined in the Request for Proposal. Liability insurance coverage must be considered as primary and not as excess insurance. Vendor shall furnish a certificate evidencing such coverage, with County named as an additional insured, which shall be delivered to the Office of the Sedgwick County Counselor for approval. Said certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30 ) days after County received notice of such change by registered mail.

**24. REMOVAL OF REPRESENTATIVE.**

Should County reasonably object to an individual employed or engaged by Vendor to perform the services hereunder, Vendor agrees to promptly replace that person with an individual approved by County.

**25. SAVINGS CLAUSE.**

If any particular provision of the Agreement to which this Appendix is attached, or of this Appendix or of any other Appendix that is also attached to said Agreement, or a provision of any document that is referenced by

said Agreement, shall be determined to be invalid or unenforceable, that determination shall not affect the other provisions which shall be construed in all respects as if the invalid or unenforceable provision were omitted.

## 26. PUBLIC NATURE OF AGREEMENT.

The agreement and all addenda, exhibits and attachments thereto are public documents that will be filed with the Sedgwick County Clerk.

## **20. PROPOSAL CONDITIONS**

In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. Pricing offered in the proposal document will be provided to other local government entities with whom Sedgwick County regularly enters into cooperative agreements
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. **Prices proposed may not be withdrawn for a period of 120 days following the opening of this Request for Proposal. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.**
7. Proposers MUST return six (6) completed copies of this document to Sedgwick County, Kansas, Purchasing Department, Suite F, 604 North Main, Wichita, KS 67203-3672, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt.
8. Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
10. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist Sedgwick County in analyzing your proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
12. After the award, if the successful vendor/supplier refuses or fails to make deliveries of the materials within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.

13. The vendor responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this Request for Proposal is accepted, the responder agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.
15. Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. The Proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
17. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
18. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
19. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
20. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
21. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
22. Successful contractor must have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable.
23. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. 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.**
24. The Proposer agrees to comply with K.S.A. 44-1030, which reads as follows: "The Proposer hereby agrees that":
  - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
  - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;

- c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
  - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
  - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
25. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will 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." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
26. No gifts or gratuities of any kind shall be offered to any County employee at any time.
27. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.

End of section.

**21. PROPOSAL RESPONSE FORM**

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 making 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 proposal is entered; (4) they have read the complete Request for Proposal and understand 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.

FIRM NAME \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

TAX PAYER I.D. NUMBER \_\_\_\_\_

GENERAL NATURE OF BUSINESS \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

COMPANY WEB SITE ADDRESS \_\_\_\_\_ E-MAIL \_\_\_\_\_

TYPE OF ORGANIZATION: Public Corporation \_\_ Private Corporation \_\_ L.L.C. \_\_ Partnership \_\_

Minority Business \_\_\_\_\_(type)

Woman-Owned Business \_\_

Small Business \_\_

Distributor \_\_

Retail \_\_

Dealer \_\_

Educational Institution \_\_

We acknowledge receipt of addenda: NO. \_\_, DATED \_\_; NO. \_\_, DATED \_\_,

In submitting this proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. **Any exceptions should be clearly delineated and detailed.**

Signature \_\_\_\_\_ Title \_\_\_\_\_

# APPENDIX A

FOR CONTINUATION  
REFER TO SHEET 6 OF 17

