

Request for Proposal (RFP)
Regarding
Health Care (Medical and Mental Health) Services
For The St. Clair County Jail



Section I. Background and General Information

A. General

St. Clair County (SCC) is seeking proposals for a vendor to provide both medical and mental health care within the St. Clair County Jail. The initial term shall be for a period of three years and five months that will begin on **February 1, 2027** and run through **July 1, 2030**. The proposal should include terms for two additional one-year extensions of the contract that can be exercised by St. Clair County.

St. Clair County Jail can house up to 418 inmates. Recent numbers are as follows:

<u>Year</u>	<u>Average Daily Population (ADP)</u>	<u>Total Bookings</u>
2022	461	5688
2023	437	5976
2024	396	7279
2025	404	7196

B. Definitions

“County” refers to, and may be listed as, St. Clair County, the St. Clair County Sheriff’s Department and/or the St. Clair County Jail.

“SCC” refers to St. Clair County.

“SCCSD” refers to the St. Clair County Sheriff’s Department.

“SCCJ” refers to the St. Clair County Jail.

“Respondent” refers to any company submitting a proposal. They may also be referred to as vendor, bidder, or provider.

“Contractor” is defined as the individual or company whose proposal has been accepted by the St. Clair County Sheriff’s Department and is awarded a fully executed, written contract.

A “Request for Proposal (RFP)” is a formal procurement document in which a service or need is identified but no specific method to achieve it has yet been determined. The purpose of an RFP is to permit the respondent to suggest various approaches to meet the need at a given price.

“Proposal” means a formal offer submitted in response to this solicitation.

“NCCHC” refers to the National Commission on Correctional Health Care.

C. Responsibility Criteria

1. The vendor shall list their business entity's legal name, address, and phone number.
2. The vendor must demonstrate that they have the technical expertise, facilities, capabilities, and financial resources necessary to perform the work in a formal cover letter.
3. The bidder shall identify the key individual(s) who will be assigned to work with St. Clair County, their qualifications, and their email address and/or telephone number.
4. The vendor must provide the County with the name of at least three jails and/or prisons similar in size to the St. Clair County Jail in which their services are currently being used. The vendor will include contact information from the jail administrator, prison warden, or designee with whom they work with at each facility.
5. All vendors will provide proof of any license(s), certifications/classifications, and insurance in their proposal. This must include proof that the vendor is licensed to work in the state of Illinois.
6. The selected vendor will be required to assume responsibility for all services obtained under contracts resulting from this RFP, including any and all sub-contractors hired by the vendor.
7. Vendors are cautioned to limit or avoid, if possible, proprietary trade secret information within the proposal. If the vendor deems it necessary to include such information in order to adequately respond to technical requirements, the vendor shall note the section as such and provide the information in a separate sealed envelope. Under no circumstances shall a vendor's entire proposal, rates, or offers be labeled as proprietary or confidential.
8. Vendors must supply a list of any lawsuits filed against them in the last 36 months, and they must state what the resolution of that lawsuit was (i.e. dismissal, settlement, found at fault). If there was a settlement, the amount must be noted unless prohibited by court order.
9. Vendors must supply a list of any violations or fines by any state within the last 36 months. Any such violations may be cause for disqualification.
10. If the vendor is unable to meet a listed requirement of the RFP, that vendor shall note that. If the vendor has an alternate solution to the listed requirement, it should be listed so the County can take that into consideration.

11. The vendor must include a detailed implementation timeline, describing how they will have services in place by February 1, 2027.

D. Timeline

<u>Milestone Event</u>	<u>Due Date/Time (CST)</u>
Release of Solicitation	October 1, 2026
Site Visit Availability for Potential Bidders	TBD. (Contact should be made with Assistant Jail Superintendent Shan Collins (Shan.Collins@co.st-clair.il.us) to coordinate timing.)
Deadline for Questions to be submitted	October 21, 2026
Deadline for Responses to Questions to be Emailed	October 23, 2026
Solicitation Final Submission	November 9, 2026 by 5:00 pm Central Standard Time
Proposal Opening	November 10, 2026 at 1:00 pm Central Standard Time
Estimated Approval of Award	November 20, 2026

Section II. General Requirements and Specifications

A. Scope of Work and Services

1. The Provider shall provide identification of medical needs, scheduling, coordination, and payment for all emergency and non-emergency health care services provided inside and outside of the SCCJ, all supporting examinations both inside and outside of the SCCJ, physician services including specialist service (on-site if and when possible and volume merits it), all medical supplies, laboratory supplies, forms, and related items necessary for acceptable health care delivery. Underlying every system and service to be provided is the obligation for the Provider to be proficient, efficient, and effective and to contain costs.
2. The Provider shall regularly confer with the Jail Administrator or designee concerning health-related policy or procedures within the SCCJ, and any matter pertaining to health care delivery.
3. The Provider shall provide medical, dental, and mental health care 24 hours a day, 7 days a week with sufficient and appropriate staff to provide for the health care needs of SCCJ patients. A suitable staff mix of professionals should be proposed to minimize costs while ensuring compliance with all applicable standards. The staff mix may include the use of Mid-Level Providers, RNs, LPNs, CMAs, and other appropriate medical staff of recommended training, licensure, and certification.
4. Booking/Intake Screening: The Provider shall provide licensed nursing staff to provide medical/dental/mental health screening of all inmates immediately upon request of SCCJ staff. During the booking process, before custody occurs, the Provider shall triage any required arrestees or inmates to determine whether medically fit for confinement. If not fit, the individual will be diverted to a medical facility. Standard operating procedures for the initial intake screening shall be developed. These will be reviewed and accepted by the Jail Administrator prior to the contract effective date.
5. The Provider shall determine, if possible, any medications required and initiate appropriate action to verify and continue medications in a timely manner. Non-formulary prescriptions may be provided for up to thirty (30) days. A physician will assess the patient within thirty (30) days on non-formulary medications to determine ongoing prescriptions.
6. The Provider shall utilize the clinic maximally for all appropriate interventions and perform all suitable observation and treatments in the SCCJ medical department, whenever possible, thereby assuring the SCCJ goal of enhanced public safety, security, and cost containment.
7. The Provider shall conduct initial screening for mental illness at Booking/Intake, before the inmate is placed in the general population. Suicide precautions shall be initiated for any inmate presenting with known critical indicators for suicide before the inmate is placed in the general population. Indicators include inmates with a history of attempted suicide or inmates who have reported suicidal thoughts. Any inmates presenting to the Provider shall be evaluated by medical/mental health staff within a reasonable time prior to returning to the general population. Any reviews requested by jail staff shall be completed upon discharge request.

8. Inmates returning from the emergency room, hospital, or clinical visits will be triaged in a reasonable amount of time upon returning to the SCCJ Booking/Intake before returning to general population.
9. Individuals returning to the SCCJ following hospitalization be immediately assessed prior to placement. All patients returning from inpatient stays shall be seen by the physician or medical staff as soon as possible to ensure appropriate orders and follow-up. In the interim, the nurse will contact the physician with a progress report and obtain orders.
10. Any inmate known to be returning to the facility following an unsuccessful discharge from a substance abuse treatment program shall be evaluated at Booking/Intake by the Provider to determine an appropriate medication regimen and provide a transitional plan to ensure all medications are working properly.
11. Sick Call. The Provider shall operate sick call daily, with the possible exception of weekends and holidays based on staffing. Sick call shall consist of the provider doing:
 - a. Respond to all inmate health care requests and provide appropriate care within their scope of practice, or
 - b. Refer the inmate on to be seen by the doctor, Mid-Level Provider, dentist, mental health therapist, or psychiatrist when medically necessary.
 - c. Triage non-emergency patient requests for medical services within 24 hours, consistent with all applicable standards. This does not require every patient be seen within 24 hours, only that every request will at a minimum be addressed electronically in that timeframe.
12. Doctor / Nure Practitioner Clinic: shall be conducted at least four times each week for a minimum of eight total hours in accordance with applicable standards and accommodate both referrals from Sick Call and scheduled appointments for chronic care or specialty services or follow-up.
13. Organization of all clinics or health care shall take into account facility operations and schedules. Specifically, the delivery of health services cannot conflict with inmate meal times or shift count activities. Meal hours are at approximately 0700, 1100, and 1600. Official inmate counts are completed from 0545 - 0600, 1400 - 1415, 1700 – 1715, 1745-1800 and Midnight - 0015.
14. Health Assessments: The Provider shall provide qualified health staff to complete health assessments (medical, dental, and mental health) within 14 days of commitment for all inmates, which must include TB screening/testing.
15. Continuity of Care: Booking/Intake is the initiation of internal continuity of care for the inmate within the SCCJ. If the individual is on medications, attempts shall be made to obtain prior records or at least prior prescription history, verbal if not written.

16. Special Needs Treatment Plans: The Provider shall establish a written special needs treatment plan for special needs inmates, including individuals with infectious diseases, persons with mental illness, cognitive or intellectual disability or developmental disabilities with physical disabilities, the frail elderly, or women who are pregnant. The plans will meet or exceed relevant standards.

17. Mental Health Care

a. Screening, Evaluation, and Referral. The Provider shall maintain a systematic process for screening, evaluating, and referring inmates for mental health care. This process shall involve, as clinically appropriate, the Provider's psychiatrist or psychiatric provider, SCCJ correctional staff, and any other outside resources or agencies reasonably necessary to the inmate's care. The Provider shall document each referral and its outcome in the inmate's medical record.

b. Standard of Psychiatric Care. The Provider shall be responsible for assuring that all psychiatric care provided to inmates meets the standards established by the National Commission on Correctional Health Care (NCCHC) and the Illinois County Jail Standards (20 Ill. Admin. Code Part 701), including timely access to a psychiatric provider for medication management and crisis evaluation.

c. Inpatient Psychiatric Services. For inmates requiring a level of psychiatric care that cannot be provided at the SCCJ, the Provider shall work collaboratively with SCCJ staff, DHS, and area hospitals or mental health providers to arrange timely transfer, admission, and, where appropriate, eventual return of the inmate to the SCCJ, including coordination of discharge planning and continuity of medication upon return.

d. Data Collection and Reporting. The Provider shall collect and electronically provide such mental health data as St. Clair County reasonably requires, including data necessary to support continuity of care with community based mental health providers upon an inmate's release.

18. Dental Care: The Provider must provide basic dental hygiene on site to include the following:

a. Prevention of dental disease and oral hygiene education.

b. Dental treatment for acute dental problems such as severe pain, infections, and bleeding

c. Referral to a dental specialist if needed.

d. A provision for emergency care.

If an extraction or any other dental service is required off-site, the Provider will coordinate transportation with SCCSO staff.

19. Medical Specialty Care: The Provider will refer and schedule appointments on-site if at all possible or off-site for medical specialty care or clinics. The Provider will arrange for preferential appointments without overlap when transport is done by SCCSO personnel. Scheduling of appointments should be coordinated with SCCSO staff.

20. Dietician Services: The Provider shall advise the kitchen personnel of any medically necessary special diets. Examples include (but are not limited to) diabetic, low sodium, or of any food allergies. If an inmate requests a special diet for non-medical reasons, the Provider will refer the inmate to the jail administrator.

21. Inmate Worker Physicals: The Provider shall schedule and conduct physicals to assure inmates are physically capable to perform assigned work duties and have no communicable diseases prior to starting work assignments.
22. Medical Waste Disposal: The Provider shall define and describe methods to dispose of medical waste that complies with state law. The Provider shall be responsible for the disposal of all medicines, narcotics, and medical waste.
23. Emergency Services: The Provider shall provide 24-hour emergency medical, mental health, and dental services. This may include utilizing tele-health, tele-psych, or the Emergency Department at a local hospital if necessary. The Provider shall provide and regularly maintain emergency drugs, supplies, and medical equipment.
24. Transportation: The Provider shall schedule all off-site services and will arrange transport with SCCSO staff.
25. Blood borne exposure: The Provider shall conduct no-force blood draws on inmates.
26. The Provider shall assist SCCSO staff with involuntary commitments as detailed in Illinois Compiled Statute. This includes but is not limited to assessment, filing of court papers, and court appearances.

B. Administration and Staffing

The Provider shall operate 24 hours a day, every day, throughout the duration of the contract with qualified professional staff to provide health care for the SCCJ while meeting the standards set forth by the Illinois County Jail Standards. The Provider shall provide health services staff that function in a professionally acceptable manner. Staff shall be qualified, adequately trained, and demonstrate competency in their assigned duties.

1. The following key staff positions shall be provided:

a. Health Services Administrator (HSA)

This position shall be responsible for administering and managing all health care operations on-site at least 8 hours per day, 5 days per week. The Provider shall provide arrangements acceptable to St. Clair County for backup of this position for planned absences. The HSA is responsible for creating and maintaining a cohesive environment for an efficient and effective system of health care delivery by all disciplines: medical, dental, nursing, psychiatric/mental health and ancillary support services. This individual shall be proactive in initiating, informing, and maintaining communication with the jail administrator or designee and any other key SCCSD employees. The HSA shall be the SCCJ's immediate contact for health and medical concerns by the SCCJ staff, the courts, families, and others. The Provider shall assure ability to immediately contact the HSA.

b. Mental Health Physician Assistant/Nurse Practitioner (preferred) or Mental Health Counselor

The Provider shall provide adequate Psychiatrist services to meet the needs of the SCCJ inmates, as well as meet all applicable standards. The provider may employ two full-time mental health professionals. The Provider may employ a part-time Mental Health Nurse Practitioner to provide the majority of the psychiatric services hours with appropriate Psychiatrist direction.

If the Provider utilizes a full-time mental health counselor as opposed to a physician assistant or nurse practitioner, the Provider will make arrangements for a psychiatrist to be on site at least four hours per week. These hours are in addition to the 40 hours worked by the mental health counselor each week.

2. Staffing Plan

a. The Provider shall submit its proposal with a detailed staffing plan/table that includes titles, hours scheduled (full or part-time), shifts, days of the week, etc., to demonstrate clinical coverage throughout the SCCJ. The staffing plan shall provide accepted staffing levels for all health and mental health professionals by discipline, shift, and day of the week. Staffing shall include a staff mix of physicians, physician extenders, nursing staff (RN, LPN, and CMA), mental health staff, and support staff that will minimize costs while providing quality and meeting all applicable standards. Physician staffing shall be consistent with recommendations of the NCCHC.

b. Telemedicine. Provider shall provide the County with a detailed plan and options for telemedicine for mental health and medical treatment. Telemedicine shall not supplant required on-site services but is encouraged to enhance services and reduce off-site costs to the County. Telemedicine may also be utilized to provide services to inmates housed out of county that would otherwise need to be transported back to the facility.

C. Supplemental Health Services

1. Emergency medical treatment shall be provided to SCCSD employees, agents, visitors, and contract employees when injured or for sudden illness while on duty at the SCCSD.

2. Off Site Treatment

a. The Provider shall evaluate inmate illness and injury to determine when emergency care is indicated. The provider shall be responsible for arranging preferential care when transported by a uniformed officer.

b. The Provider shall negotiate contracts for hospital service, diagnostic services, including laboratory and radiology, other specialty services such as MRI, CT Scans, EEG, etc., specialists, temporary medical staffing and sub-specialists services. These

service negotiations shall include one or more hospitals within St. Clair County to use for emergency services and referral for inpatient care when medically necessary.

c. The Provider shall be responsible for payment of all off-site treatment expenses up to \$25,000 per inmate per calendar year at the SCCJ. The provider shall review all charges for appropriateness and reasonableness

d. The Provider will not be financially responsible for any pre-existing conditions an inmate had prior to his/her incarceration

e. Utilization Management: The Provider shall ensure that utilization management is conducted for all inpatient hospitalizations and is no longer than necessary. The Provider will work with the SCCJ's Social Worker to help inmates sign up for any available or eligible insurance.

3. On-Site Medical Services

Medical services subcontracted by the Provider such as x-rays, labs, etc., shall be at the expense of the Provider.

D. Provider Reports

The Provider shall provide the system and methods for collecting and analyzing health information which will support quality patient care and operations management.

The Provider shall submit the following periodic reports to the County:

1. Quarterly utilization reports with year-to-date information and an annual summary.
2. Drug Utilization Report – monthly report of drug utilization.
3. Long term illness reports and special needs inmates – a written report, provided to the Jail Administrator, evaluating treatment provided for patients with long term illnesses and special needs.

4. Inpatient Report – A daily report detailing the status of hospitalized patients and plans and timeframes for anticipated return to the SCCJ.
5. Notification Report – when a patient goes to the emergency room or is admitted to the hospital. This may be a simple e-mail notification. Daily updates shall be provided as long as the patient stays at the hospital.
6. Documentation of the number of sick call requests, physician’s visits, and mental health care visits.
7. Provide as requested, historical data including, but not limited to demographics.
8. Provide, as requested, data and or reports, for use by the SCCJ for its statistical analysis.
9. Provide all necessary data for mandatory and non-mandatory certification and accreditation reviews.
10. Provide, when confirmed by court order, all inmate medical records requested by any cooperating organization.
11. Provide a monthly report with breakdown of all prescriptions by brand and generic, showing the number of prescriptions; the cost by brand and generic alternatives
12. Provide all such data as required by law, such as but not limited to Business Associate Contracts.
13. The Provider shall read and review any and all reports of medical observations of inmates made by SCCJ staff.

E. Accreditation

The provider shall achieve and maintain accreditation with the National Commission on Correctional HealthCare (NCCHC) and certification with the Illinois Department of Corrections standards for local adult detention facilities pertaining to health services programs, and standards for prisoners of the United States Government and PREA.

F. Complaint Procedures

Any grievance shall be addressed or answered. Standard grievances shall be answered within five business days while emergency grievances shall be addressed immediately. In accordance with the Illinois County Jail Standards, 20 Ill. Admin. Code Part 701, inmates will be allowed to appeal the answer to their initial grievance. All grievances shall be detailed in the quality improvement report provided to the MAC Committee.

G. Medical Record System

1. The Provider shall facilitate quality health services by documenting complete and accurate information concerning all services provided. Record keeping as outlined below shall be consistent with professional judgment. The Provider shall comply with these professional standards.
2. The Provider shall provide a comprehensive Electronic Medical Record (EMR) system for all documentation. System shall interface with the Jail's Record System. The Provider shall make any arrangements necessary with a Mid-Level Provider if required. The Provider shall have experience and expertise with the selected system and the ability to provide all contract services without interruption through use of this system. The EMR shall be programmed with all parameters for SCCJ use prior to placement in the facility. The Provider is responsible to organize and schedule all education for health service staff and other pertinent St. Clair County employees. The Provider will be responsible for all costs associated with transition to the EMR system.
3. The following seven (7) principles of documentation shall be utilized:
 - a. The medical record shall be kept separate from the inmate's confinement record.
 - b. Medical records including the records from previous SCCJ stays shall be kept together.
 - c. Confidentiality of records shall be maintained in accordance with federal and state standards.
 - d. A standard transfer summary of health records shall be sent with the inmate/patient to other detention or correctional facilities.
 - e. Every patient - provider encounter shall be documented.
 - f. The medical record shall be available to any health service professional for any patient visit.
 - g. The Health Insurance Portability and Accountability Act (HIPPA) Privacy Rule which regulates the use and disclosure of Protected Health Information (PHI) held by covered entities is applicable.
4. The County shall have access to medical records during the term of the agreement. Records which are scheduled for destruction under approved retention schedules shall be returned to the County for destruction. All medical records pertaining to the agreement are the property of the SCCJ. The Provider shall have access to all medical records pertaining to the agreement after the termination of the agreement in order to prepare for litigation brought by third parties in connection with the services rendered by the Provider pursuant to the agreement.

I. Security

The Provider shall be responsible for following all procedures established or to be established by the SCCSD governing control of keys issued to employees of the Provider, security procedures governing cell visits, and any other security measures initiated. The Provider shall be jointly responsible with the SCCSD staff to assure that security is maintained at all times when treating inmates.

J. Equipment, Services and Space Available

St. Clair County currently owns the existing clinic equipment. The County shall provide the Provider with office space within the SCCJ. The Provider shall be responsible for repair or replacement resulting from direct loss or damage to property or equipment of the County caused by negligence of health care staff. The County shall be responsible for repair or replacement resulting from direct loss or damage to property or equipment owned by the Provider, caused by negligence of SCCJ employees or inmates of the SCCJ. The Provider shall be responsible for inventory and maintaining all equipment warranties. If negligence by the Provider in regard to warranty obligations results in loss of the equipment warranty, the Provider will pay for repairs and/or replacement of such equipment. All equipment identified as County-owned and used by the Provider shall be returned to the County upon contract termination in its present condition, reasonable wear and tear excepted.

Equipment owned by the County which, in the opinion of the County, has exceeded its useful life will be replaced by the County at no charge to the Provider, providing funds are appropriated and allocated for the replacement. The decision as to the suitability of any replacement shall be determined by the County after consultation with the Provider.

All utilities and general structural maintenance of the medical service areas shall be the responsibility of the County. The County shall provide all necessary utilities, including local telephone service but not long distance telephone or facsimile service. The County phone system shall provide accountability for phone usage. No County-owned computer equipment shall be moved without coordination with the County's Information Technology Department. The County provides data access, custodial services, and access to a copier. All medical and office supplies are the responsibility of the Provider. The County will assist in facilitating delivery to the facility of needed items.

K. Pharmacy

The primary purpose of the service is to provide prescription and over-the-counter (OTC) medications and other related services to inmates at the SCCJ. The Provider shall have the ability to contract for, or provide, pharmacy services. It shall be in the interest of St. Clair County that the Provider shall make good faith efforts to employ cost containment measures. Provider shall tender all contracts for the provision of pharmacy services to St. Clair County.

The Provider will provide all professional services to include:

1. Competent staff and persons knowledgeable in the specific area of providing pharmacy services in a corrections environment.
2. Generic medications shall be used, except where bioequivalence issues have been target dates for provision thereof. Only non-narcotic medications shall be ordered.
3. The Provider shall establish a stock supply of commonly utilized medications (OTCs, legend, and controlled substances) for administration to inmates as determined by the HSA.
4. The Provider shall develop an OTC product formulary and shall coordinate its development and use with the approved nursing protocols for minor, self-limiting illnesses among the inmate population.
5. Packaging and labeling medications, including the utilization of blister pack cards or similar unit-dose packaging methods. Packaging will minimize the waste of medication.
6. A system shall be in place to obtain stat and urgent medications as needed.
7. A house stock system shall be in place, and packaging and administration will be completed by the medical personnel as permitted by federal and state laws and regulations.
8. Provide prescriptions consistent with the available formulary.
9. Comply with all applicable state and federal laws and regulations.

L. Continuity of Care within the Community

Provider shall demonstrate the ability to connect individuals with mental health and healthcare in the local community during incarceration and post incarceration by partnering or subcontracting with local providers to enhance discharge planning, continuity of care, and wraparound services. The SCCSD employs a full-time social worker who will assist with these tasks. It is imperative the Provider work closely with our social worker to provide the best care possible. The goal of the St. Clair County Sheriff's Department is to reduce recidivism and enhance the overall public safety in the community we serve.

M. Legal Services

The Provider shall be responsible for providing legal services to the medical and health services staff in the event that inmate-initiated legal action is brought against a health care staff member on Provider's payroll.

N. Exclusions

Provider will not provide infant care, non-medically necessary medical care, including but not limited to cosmetic care and other care commonly referred to as elective care, ambulance, or transportation services under this contract.

O. Invoices

1. The provider will invoice the County for partial and final payments on a monthly basis, immediately following the month in which the expenses were incurred. The County shall pay all such invoices promptly but reserves the right to confirm that all services have been performed adequately and all reports have been properly submitted.
2. Payment shall be made in twelve monthly payments.
3. Mental Health medications must be invoiced separately from all other expenses with an itemized list of each medication prescribed as well as to whom it was prescribed.

Section III. Proposal Response Preparation

A. Proposal Response Preparation Instructions

The offeror shall provide the following information as requested in the numerical order as outlined below.

1. Table of contents
2. Staffing Plan and Annual Cost of the contract: Structured pricing schedule/exhibit of annual price for the base term (Feb. 1, 2027 - July 1, 2030) broken out by year, pricing for each one-year extension option, and clarity on treatment of the \$25,000/inmate/year off-site cost cap
3. References
4. Identify which procedures and protocols are deemed Trade Secrets per *Section I(C7)*.
5. General Requirements and Specifications

The bidder shall respond in a point-by-point format to each and every requirement listed in Section II of this RFP. This response should contain an explanation of how the vendor plans to approach the task or requirement outlined in each subsection (A through O). The bidder shall demonstrate an understanding of the task and include examples of documentation, forms, reports, computer programs, etc., that will be used.

6. Change of Providers Plan

Each Provider must submit a comprehensive Transition Implementation Plan in preparation for start-up to ensure uninterrupted service delivery and continuity of care. The plan must be approved by St. Clair County. The plan must address key aspects that are critical to the success of the transition such as plans for staffing coverage with sufficient Illinois licensed personnel; retention of current personnel as well as independent contractors, if any; negotiation of Mid- Level Provider agreements, development of facility policy and procedure, forms, and manuals as well as site specific job descriptions; continuity of pharmacy services and operations; availability of hospital and specialty network development, start-up of personnel tracking/time and attendance monitoring to ensure timeliness of computer hardware and software, and electronic medical record initiatives, compatibility with St. Clair County records management systems, or any other programs or service unique to the provider.

7. Financial Statement

Enclose as part of the response, the most recent audited financial statement for the

organization.

8. Offeror Organization

This section requires the offeror to provide:

- a. Complete information about the Organization, including location, phone numbers, email, fax numbers, and any other geographical information necessary to have a complete information file.
- b. Provide an up to date organizational chart.
- c. Provide top ten (10) formularies with pricing per dosage.
- d. The Provider shall define its expectations of the effort to be expended by St. Clair County during the course of this agreement. This should include what the Provider needs regarding County Staff, County Facilities, County IT/Telecommunications, and any other expectations.
- e. The Provider shall define its expectation of the transition of service should the SCCJ decide to change providers starting February 1, 2027, by quantifying the number of days/weeks needed to accomplish this task.
- f. The Provider shall indicate if pharmacy services are to be provided by others or by the Provider.
- g. The Provider shall demonstrate the relationship between the national office and local staff.
- h. The Provider shall demonstrate how electronic medical records are monitored for completeness and accuracy and who is responsible for this review.
- i. The Provider shall provide a recommended staffing plan, based on the SCCJ population as explained in Section I(A).
- j. List what type of information is gathered regarding mental illness during the intake screening process.

B. Joint Proposals

If a joint proposal is submitted by two (2) or more providers, it shall define completely the responsibilities which each party is proposing to undertake. The proposal shall be signed for each firm by a principal or officer authorized to bind in a contract. The proposal shall designate one of the joint providers to serve as a sole point of contact between the County and the joint provider. The contract resulting from the joint proposal shall be signed by principals or officers of all providers participating in the offer. St. Clair County shall hold the Providers jointly responsible for carrying out all activities required by the contract.

C. Submission of Proposals

Proposals should provide straightforward and detailed descriptions of the vendor's ability to satisfy the requirements of this RFP. All proposals must be submitted under sealed cover and dropped off or emailed by the dates and times stated on page 6. A minimum of three copies of the proposal must be submitted in addition to the original if dropped off in person. The original proposal must be marked "ORIGINAL." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. Electronic Signatures are permissible as original signatures if the vendor prefers that method. All additional sets may contain photocopies of the original package.

All proposals must be emailed or dropped off in person to the addresses listed below:

St. Clair County Sheriff's Department

Attn: Major Lee Graham

RFP for Medical/Mental Health Services – Do Not Open

700 Nort 5th Street

Belleville, IL 62220

OR

lee.graham@co.st-clair.il.us

Section IV. Evaluation of Proposals

A. Evaluation Process

Evaluation of proposals will be conducted by a committee to be determined. In reviewing and evaluating the proposals, the team will consider the following factors:

1. Responsiveness to the Specifications

Consideration will be given to how the offeror meets the functional requirements, provides the required coverage and provides reliability. This includes adherence to the general instructions, terms, and conditions set forth in both Appendix A and Appendix B.

2. Capabilities and Qualifications

Providers and other listed suppliers demonstrated capabilities and qualifications, past experiences with governmental agencies, with like or similar needs, proven successful operations.

3. Clarity/Completeness

The clarity and completeness of the responses to the requirements of the RFP will be taken into account.

4. Ease of Implementation

Proposals will be evaluated for factors that will allow the County to introduce the new Provider system with minimal disruption to ongoing operations.

5. Proposed Project Staffing

The Provider's proposed staffing for the project will be evaluated based upon technical and management qualifications and experience of the proposed key personnel and the extent to which the personnel will be committed to the project.

6. Cost

The evaluation team will consider overall costs to be incurred by the County resulting from acceptance of the proposal.

B. Provider/Committee Contact

After review of proposals, Providers *may* be contacted on an “as required” basis as determined by the response evaluation committee. This contact could result in written clarification of specific points or issues; a presentation by the Provider of a specifically defined area; or if determined to be essential, a visit by the committee or designated members of the committee to a site selected by the Provider to observe a similar system in operation. All committee costs for any visit will be paid for by the County.

C. The Final Recommendation

The evaluation team’s final recommendation will be based on the totality of the criteria listed in *Section IV (A)*, not just the lowest presented price.

D. Evaluation Disclaimer

This RFP does not commit St. Clair County to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies.

The evaluation team will consist of at least three panelists. The panelists will award the contract based on the totality of the factors listed in the proposal. Considerable weight will be given to the references listed by each vendor as well as to the cost of the services provided.

St. Clair County reserves the right to reject any and all proposals, to waive formalities, informalities, or irregularities contained in said proposal and to award a contract for items herein if it is deemed to be in the best interest of St. Clair County to do so. While the lowest price is obviously an important factor in selecting a vendor, the panel will choose the proposal that best fits St. Clair County’s overall needs. Additionally, St. Clair County reserves the right to negotiate optional items and/or services with the successful vendor.

Section V. Minimum Insurance Requirements

The following section shall be incorporated into specifications for any bid solicited by St. Clair County and into any contract or agreement entered into by St. Clair County:

A. At all times during the contract/agreement the outside party will carry and maintain, at the outside party's expense, the following insurance:

1. Commercial General Liability Insurance Policy, including but not limited to, insurance for premises construction operations (when applicable), contractual liability, completed operations with respect to liability arising out of the ownership, use, occupancy or maintenance of the premises and all areas appurtenant thereto, to afford protection with respect to bodily injury, personal injury, death, or property damage of not less than Two Million Dollars (\$2,000,000) per occurrence combined single limit, Three Million Dollars (\$3,000,000) general aggregate.
2. Comprehensive Automobile Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars (\$1,000,000) Combined Single Limit with respect to bodily injury, property damage or death.
3. Workers Compensation Insurance Policy or similar insurance in form and amounts required by law.
4. Pollution Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars (\$1,000,000). This policy must cover liability for pollution arising from handling, removal, cleanup, transport, disposal, and other disturbance of medical waste.
5. Cyber Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars (\$1,000,000).
6. Umbrella Liability \$2,000,000 per occurrence.

B. Professional Liability.

1. Technology Errors & Omissions Insurance. Contractor shall provide Technology Errors & Omissions insurance in an amount of not less than \$5,000,000 per claim covering Contractor's liability arising from acts, errors, or omissions in rendering or failing to render computer or information technology services, including the failure of technology products to perform the intended function or serve the intended purpose as set forth in this Contract. This insurance must include coverage for violation of intellectual property rights including trademark and software copyright, privacy liability, the failure of computer or network security to prevent a computer or network attack, misrepresentations, and unauthorized access or use of computer system or networks.

This insurance must also include coverage for unauthorized disclosure, access or use of St. Clair County Data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected health Information (“PHI”) in any format. Coverage must extend to Business Associates (if applicable) and independent contractors providing Services on behalf of or at the direction of Contractor.

2. Medical Malpractice/Health Care Liability. At all times during the contract/agreement, the outside party will carry and maintain, at the outside party’s expense, professional liability insurance for health care, aka health care errors & omissions insurance (medical malpractice insurance), with limits for each occurrence of not less than Two Million Dollars (\$2,000,000) and aggregate limits of not less than Three Million Dollars (\$3,000,000).

C. Coverage must be maintained by a financially stable carrier with a minimum AM Best rating of A-. It will be the outside party’s responsibility to provide proof of its carrier’s rating.

D. The outside party shall agree to the following:

1. St. Clair County will be named as an additional insured with respect to all casualty insurance policies.

2. A certificate of insurance will be submitted to the St. Clair County Board Office prior to the commencement of the contract/agreement and shall include a thirty-day notice of cancellation provision.

3. If the outside party fails to perform any of its obligations under the county’s insurance and policy requirements, St. Clair County reserves the right to either purchase the required insurance coverage and assess the cost directly to the outside party or to declare the outside party’s bid invalid.

4. Hold Harmless Agreement. The outside party shall indemnify and hold harmless St. Clair County, its agents and employees, from and against all claims, damages, losses and expenses including attorneys’ fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:

- a. is attributable to bodily injury, sickness, disease or death, or to the damage to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and
- b. is caused in whole or in part by any negligent act or omission of the outside party or its subcontractor, anyone directly or indirectly employed by any of them

or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

c. Each contract/agreement shall contain the following language (when applicable): Contractor/Permittee/Licensee agrees that for all work done in the county road right of ways, easements and county property, it shall be solely responsible for work zone safety and shall hold the county harmless and agree to indemnify the county for all claims that arise from its work in the right of way, and further, it agrees that it will adhere to the Manual on Uniform Traffic Control Devices during the project.

For questions regarding certificates of insurance, contact the St. Clair County Human Resources/Insurance Department at (616 825-2257).

ATTACHMENT A

INSTRUCTION TO BIDDERS AND GENERAL TERMS AND CONDITIONS

LANGUAGE, WORDS USED INTERCHANGEABLY - The word "COUNTY" refers to the COUNTY OF ST. CLAIR COUNTY, IL throughout these Instructions to Bidders and General Terms and Conditions. Similarly, BIDDER refers to the person or company submitting an offer to sell its goods or services to the COUNTY. The words QUOTATION, BID and PROPOSAL are all offers from a BIDDER, but may represent different methods of obtaining price and other information from the BIDDER.

1. BIDDER QUALIFICATIONS - No Bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the County upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in this Request For Proposal.

2. BID FORM - Each Bidder must submit an original Bid (if a bid form is attached it must be used) plus any additional sheets provided by the Bidder that may be required for additional information. The Bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The County will not consider replies that are not on the County's form. Bidders may submit additional information and brochures relative to the services for which they are offering pricing, but those submittals will only be considered in addition to, not in lieu of, any bid submitted on the County's form. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

3. SPECIFICATION DEVIATIONS BY THE BIDDER - Any deviation from this specification MUST be noted in detail and submitted in writing and attached to the Bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.

4. BIDDER REPRESENTATION - Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.

5. COLLUSIVE BIDDING - The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

6. BROCHURES - Bids may include adequate brochures and advertising literature describing the service offered in such fashion as to permit ready comparison with our specifications where applicable.

7. SPECIFICATION CHANGES, ADDITIONS AND DELETIONS - All changes in Bid documents shall be through written addendum and furnished to all Bidders. Verbal information obtained otherwise will not be considered in awarding of Bids.

8. BID CHANGES - Bids amendments thereto or withdrawal requests received after the time advertised for Bid Opening will be void regardless of when they were mailed.

9. HOLD HARMLESS AGREEMENT - The Bidder agrees to protect, defend, indemnify and hold harmless the County of St. Clair, its officers, and its employees, the United States Government, and the State of Illinois, their agencies and agents, from any and all claims and damages of every kind and nature made, rendered or incurred by or on behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Bidder, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.

10. IMPLEMENTATION DATE - The implementation as stated in the Bid Form shall be the date the Bidder will begin providing services after the award of the Contract. The Bidder agrees that the project will be implemented in the time stated, assuming that the time between the Bid Opening and the Notice to Proceed does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the implementation time indicated is considered sufficient to delay the operational needs for which the service is intended.

11. BID REJECTION OR PARTIAL ACCEPTANCE - The County reserves the right to reject any or all Bids. The County further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the County.

12. BID CURRENCY/LANGUAGE - All Bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.

13. PAYMENTS - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and upon receipt of an original invoice.

14. MODIFICATION, ADDENDA AND INTERPRETATIONS - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Bidder in writing by XXXXX. Any and all such

interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.

15. LAWS AND REGULATIONS - All applicable State of Illinois and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.

16. TELEGRAPHIC/ELECTRONIC BID SUBMITTAL - Telegraphic and/or bid offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt, except that submission by email to the address specifically designated for this solicitation in Section III is an authorized method of submission notwithstanding this provision. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.

17. MISCELLANEOUS - The County reserves the right to reject any and all bids or parts thereof. The County reserves the right to inspect Contractor's facilities prior to the award of this bid. The County reserves the right to negotiate optional items with the successful Bidder.

18. MODIFICATION OF AGREEMENT - No modification of award shall be binding unless made in writing and signed by the County.

19. CANCELLATION - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

20. TERMINATION OF AWARD FOR CAUSE - If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements or

stipulations of the award, the County shall thereupon have the right to terminate the award by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, and as of the time that notice is given by the County, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the County, become its property, and the successful Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability to the County for damage sustained by the County by virtue of breach of the award by the successful Bidder. The County may withhold any payments to the successful Bidder for the purpose of set-off until such time as the exact amount of damages due the County from the successful Bidder is determined.

21. TERMINATION OF AWARD FOR CONVENIENCE - The County may terminate the award at any time by giving written notice to the successful Bidder of such termination and specifying the effective date thereof, at least ninety (90) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Bidder or under the award shall, at the option of the County, become its property. If the award is terminated due to the fault of the successful Bidder, termination of award for cause relative to termination shall apply. If the award is terminated by the County as provided herein, the successful Bidder will be paid an amount as of the time notice is given by the County which bears the same ratio to the total compensation as the services actually performed bear to the total services the successful Bidder covered by the award, less payments of compensation previously made.

22. FORCE MAJEURE - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause whether or not of the class or kind specifically named or referred to herein not within the reasonable control of the party affected.

- a. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

- b. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

23. ASSIGNMENT - Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the County. Any assignment or attempt at assignment made without such consent of the County shall be void.

24. EQUAL EMPLOYMENT OPPORTUNITY AND ILLINOIS HUMAN RIGHTS ACT COMPLIANCE - In addition to the Equal Opportunity clause above, and in the performance of any resulting Contract, the Contractor agrees to fully comply with all provisions of the Illinois Human Rights Act (775 ILCS 5/2-105) and the Rules and Regulations of the Illinois Department of Human Rights (“IDHR”) codified under Title 44, Part 750 of the Illinois Administrative Code. Specifically, the Contractor certifies and warrants that it shall:
Refrain from unlawful discrimination and discrimination based on citizenship status, race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in employment;
Undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
Comply with applicable procedures and regulations of the IDHR concerning equal employment opportunities and provide all information and assistance reasonably requested by the IDHR; and
Incorporate these exact EEO obligations in every subcontract or purchase order relating to this public contract so that such provisions will be binding upon every subcontractor or vendor.

Mandatory Sexual Harassment Policy - The Contractor certifies that it maintains a written sexual harassment policy that complies strictly with 775 ILCS 5/2-105(A)(4), including: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment using real-world examples; (iv) the Contractor's internal complaint process, including penalties; (v) the legal recourse, investigative, and complaint process available through the IDHR and the Illinois Human Rights Commission; (vi) directions on how to contact the IDHR and Commission; and (vii) explicit protection against retaliation. A copy of this policy shall be provided to the

County, the State, or the IDHR immediately upon request.

Workplace Transparency and Protected Reporting - Pursuant to the Illinois Workplace Transparency Act (820 ILCS 96/1 et seq.), nothing in the resulting Contract or any associated employment agreement, handbook, or policy utilized by the Contractor shall prohibit, prevent, or otherwise restrict any current or former employee, applicant, or independent contractor from reporting allegations of unlawful employment practices, criminal conduct, or civil rights violations to federal, state, or local officials (including the IDHR or law enforcement) for investigation; participating in administrative, judicial, or legislative proceedings or hearings; or engaging in protected concerted activity for mutual aid or protection.

Sanctions for Non-Compliance - In the event of the Contractor's non-compliance with this provision, the Illinois Human Rights Act, or the Rules and Regulations of the IDHR, the Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for future contracts or subcontracts with St. Clair County, with such other sanctions or penalties as may be imposed or remedies invoked as provided by statute or regulation.

25. TIME PERIOD - Prices are to be honored for the time period stated in your response on the Signature Page.

26. EXTENSION - Any or all of the awards made as a result of this Request for Bid may be extended for up to two one-year terms, if mutually agreed between the parties.

27. TAXES - The County of St. Clair is exempt from sales tax and certain other use taxes. Any charges for taxes from which the County is exempt will be deducted from invoices before payment is made.

28. BID INFORMATION IS PUBLIC – All documents submitted with any bid or proposal shall become public documents and. By submitting any document to the County of St. Clair in connection with a bid or proposal, the submitting party recognized this and waives any claim against the County of St. Clair and any of its officers and employees relating to the release of any

document or information submitted. Each submitting party shall hold the County of St. Clair and its officers and employees harmless from any claims arising from the release of any document or information made available to the County of St. Clair arising from any bid opportunity.

29. NO GIFT STANDARD - The County of St. Clair is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we ask all vendors to abide by our “No Gift” standard. The “No Gift” standard also applies to all offers of discounts or free items at any place of business targeted toward a County employee and not available to the general public, regardless of the value.

ATTACHMENT B

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into by and between St. Clair County (the “Covered Entity”), and _____ (the “Business Associate”).

RECITALS

A. Covered Entity is a health care provider subject to the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and regulations promulgated thereunder (“HIPAA”).

B. Business Associate, through the provision of certain services for or on behalf of St. Clair County pursuant to a certain agreement entered into with Covered Entity on _____ for the provision by Business Associate of _____ services for Covered Entity (the “Services Agreement”), is a “business associate” of St. Clair County as that term is defined in 45 C.F.R. § 160.103, and is subject to the Security Rule and certain provisions of the Privacy Rule.

C. Covered Entity is required by HIPAA to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI and Electronic PHI disclosed by, or created or received by Business Associate on behalf of, Covered Entity.

NOW, THEREFORE, in consideration of entering into the Services Agreement and the mutual promises and agreements below and in order to comply with all legal requirements, the parties agree as follows:

I. DEFINITIONS

1.1 “Agreement” has the meaning set forth in the preamble.

1.2 “ARRA Breach” has the same meaning as the term “Breach” in Section 13400(1) of the HITECH Act (i.e. 42 USCA 17921) and 45 CFR 164.402.

1.3 “Business Associate” has the meaning set forth in the preamble.

1.4 “Covered Entity” has the meaning set forth in the preamble.

1.5 “Data Aggregation” means the combining of PHI created or received under this Agreement with the PHI Business Associate receives or creates in its arrangement with another covered entity under the Privacy Rule to permit data analysis that relate to the Health Care Operations of the covered entities.

1.6 “Designated Record Set” means a group of records maintained by or for St. Clair County that is: (i) the medical records and billing records about Individuals; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or

for a health plan; or (iii) used, in whole or in part, by or for St. Clair County to make decisions about Individuals. As used herein the term “record” means any item, collection, or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for St. Clair County.

1.7 “Document Demand” has the meaning set forth in Section 3.13.

1.8 “Effective Date” has the meaning set forth in the preamble.

1.9 “Electronic PHI” means information that comes within paragraphs 1(i) or 1(ii) of the definition of “PHI,” as defined in 45 C.F.R. § 160.103, limited to the information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

1.10 “HIPAA” has the meaning set forth in the Recitals.

1.11 “HITECH Act” means Title XIII and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-5 and all regulations promulgated thereunder.

1.12 “Individual” means the person who is the subject of the PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.13 “PHI” means Protected Health Information that is provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

1.14 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

1.15 “Protected Health Information” (or “PHI”) means any information, whether transmitted or maintained in electronic, written, oral, or any other form or medium, that relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (i) identifies the Individual, or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

1.16 “Required by Law” has the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

1.17 “Secretary” means the Secretary of the U.S. Department of Health and Human Services or his or her designee.

1.18 “Security Incident” has the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

1.19 “Security Rule” means the Security Standards and Implementation Specifications at 45 C.F.R. part 160 and part 164, subpart C.

1.20 “Services Agreement” has the meaning set forth in the Recitals.

1.21 “Unsecured PHI” or “Unsecured PHI” means PHI that is not secured through the use of a technology or methodology that the Secretary specifies in guidance renders PHI unusable, unreadable, or indecipherable to unauthorized Individuals, such as the guidance set forth in 74 Fed. Reg. 19006 (April 27, 2009) and updated in 74 Fed. Reg. 42740 (August 24, 2009).

1.22 Remaining Terms. Capitalized terms used, but not otherwise defined, in this Agreement have the meaning ascribed to them in HIPAA, the Privacy Rule, the Security Rule or the HITECH Act.

II. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Services Agreement Uses and Disclosures. Business Associate may use or disclose PHI for purposes of performing its obligations and functions under the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

2.2 Other Permitted Uses. If necessary, Business Associate may use PHI: (i) for the proper management and administration of the Business Associate; (ii) to carry out the legal responsibilities of the Business Associate; and (iii) for the provision of Data Aggregation services relating to the Health Care Operations of Covered Entity.

2.3 Other Permitted Disclosures. If necessary, Business Associate may disclose PHI for the purposes described in Section 2.2 above if: (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable written assurance from the person or entity to whom it discloses the PHI that the PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

III. OBLIGATIONS OF BUSINESS ASSOCIATE

3.1 Compliance with Privacy Rule. Business Associate shall comply with all applicable provisions of the Privacy Rule in carrying out its obligations under the Services Agreement and this Agreement. Further, to the extent Business Associate is to carry out any of Covered Entity’s obligations under subpart E of 45 CFR 164, Business Associate agrees to comply with the requirements of such subpart that apply to Covered Entity in the performance of such obligations.

3.2 Prohibition on Unauthorized Use or Disclosure. Business Associate shall not use or disclose PHI except as permitted by this Agreement or as Required by Law.

3.3 Minimum Necessary.

3.3.1 Business Associate shall limit its use and disclosure of PHI under this Agreement to the “minimum necessary,” as set forth in guidance that the Secretary will issue regarding what constitutes “minimum necessary” under the Privacy Rule. Until the issuance of such guidance, Business Associate shall limit its use and disclosure of PHI, to the extent practicable, to the Limited Data Set (as that term is defined in 45 C.F.R.

§ 164.514(e)(2)), or, if needed, to the minimum necessary to accomplish the Business Associate's intended purpose. Business Associate may in good faith determine what constitutes the minimum necessary to accomplish the intended purpose of any disclosure of PHI.

3.3.2 Paragraph (a) above does not apply to: (1) disclosures to or requests by a health care provider for treatment; (2) uses or disclosures made to the Individual; (3) disclosures made pursuant to an authorization as set forth in 45 C.F.R. § 164.508; (4) disclosures made to the Secretary under 45 C.F.R. part 160, subpart C; (5) uses or disclosures that are Required by Law as described in 45 C.F.R. § 164.512(a); and (6) uses or disclosures that are required for compliance with applicable requirements of the Privacy Rule.

3.4 Safeguarding PHI; Security Regulations. Business Associate shall use appropriate administrative, physical, and technical safeguards and comply with the Security Rule with respect to Electronic PHI to prevent the use or disclosure of PHI other than as provided for by this Agreement.

3.5 Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Security Incident or a use or disclosure of PHI by Business Associate in violation of this Agreement.

3.6 Reporting. In the event that Business Associate becomes aware of a use or disclosure of PHI by Business Associate that is not permitted under this Agreement, Business Associate shall report such use or disclosure to St. Clair County promptly in writing and in any event, within 5 days of becoming aware of the use or disclosure. Business Associate agrees to report to Covered Entity in writing any Security Incident of which it becomes aware, except that, for purposes of this reporting requirement the term "Security Incident" does not include inconsequential incidents that occur on a frequent basis such as scans or "pings" that are not allowed past Business Associate's firewall. Notwithstanding this Section 3.7, the Business Associate's reporting obligations regarding any ARRA Breach are set forth in Article IV.

3.7 Subcontractors. Business Associate shall ensure that all subcontractors or agents of Business Associate that create, receive, maintain or transmit PHI on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that all agents, including subcontractors, to whom it provides Electronic PHI, agree in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI.

3.8 Access.

3.8.1 Within twenty (20) days of a request from Covered Entity, Business Associate shall furnish the PHI contained in a Designated Record Set that will enable St. Clair County to respond to an Individual's request for inspection or copies of PHI about the Individual pursuant to 45 CFR § 164.524.

3.8.2 In the event an Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to St. Clair County

immediately and take no direct immediate action on any such request. If St. Clair County determines that an Individual is to be granted access to PHI, then Business Associate shall cooperate with St. Clair County to provide to any Individual, at St. Clair County's direction, any PHI requested by such Individual.

3.9 Amendment.

3.9.1 If St. Clair County requests that Business Associate amend any Individual's PHI or a record regarding an Individual contained in a Designated Record Set, then Business Associate shall provide the relevant PHI to St. Clair County for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

3.9.2 In the event an Individual requests directly to Business Associate that PHI be amended, Business Associate shall forward such request to St. Clair County within ten (10) days of Business Associate's receipt of such request and shall take no direct immediate action on the request.

3.10 Records Availability. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance with the Privacy Rule and the Security Rule.

3.11 Accounting of Disclosures.

3.11.1 If St. Clair County requests that Business Associate furnish an accounting of disclosures of PHI made by Business Associate regarding an Individual during the six (6) years prior to the date on which the accounting was requested, then Business Associate shall, within fifteen (15) days of such request, make available to St. Clair County such information as is in Business Associate's possession and is required for St. Clair County to make the accounting required by 45 C.F.R. §164.528 and future regulations to be promulgated regarding accounting of disclosures.

3.11.2 In the event an Individual requests an accounting of disclosures directly from Business Associate, Business Associate shall within ten (10) days forward such request to St. Clair County and shall take no direct action on the request.

3.12 Demands for Production of PHI.

3.12.1 Receipt by Business Associate. If Business Associate receives a subpoena, civil or administrative demand, or any other demand for production of PHI (a "Document Demand"), Business Associate shall provide a copy of such Document Demand to Covered Entity within five (5) days of receipt. To the extent the PHI that is the subject of the Document Demand is in the possession of Business Associate, and a response is warranted according to the standards contained in 45 C.F.R. § 164.512(e), Business Associate shall timely respond to the Document Demand.

3.12.2 Receipt by Covered Entity. If Covered Entity receives a Document Demand, Business Associate shall provide to Covered Entity any PHI responsive to such

Document Demand and assist and cooperate with Covered Entity in responding to such Document Demand in a timely manner and in accordance with the standards under 45 C.F.R. § 164.512(e).

3.13 Request for Restrictions on Disclosure of PHI. As required by Section 13405 of the HITECH Act and 45 CFR 164.522 (except as otherwise required by law), Business Associate shall comply with any request of an Individual for the Business Associate to restrict the disclosure of PHI of the Individual when the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment), and the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

3.14 Remuneration for PHI.

3.14.1 Except as explicitly permitted in the Services Agreement and also set forth in paragraph (b) below, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Individual provided to St. Clair County a valid authorization in accordance with 45 C.F.R. § 164.508 that specifically authorizes the Business Associate to exchange the PHI for remuneration.

3.14.2 Paragraph (a) above does not apply if the purpose of the exchange is: (1) for public health purposes pursuant to 45 CFR § 164.512(b) or § 164.514(e); (2) for research purposes pursuant to 45 CFR § 164.512(i) or § 164.514(e), where the only remuneration received by St. Clair County or Business Associate is a reasonable cost-based fee to cover the cost to prepare and transmit the PHI for such purposes; (3) for treatment and payment purposes pursuant to 45 CFR § 164.506(a); (4) for the sale, transfer, merger, or consolidation of all or part of St. Clair County and for related due diligence as described in the HIPAA definition of health care operations and pursuant to 45 CFR § 164.506(a); (5) To or by a Business Associate for activities that the Business Associate undertakes on behalf of a Covered Entity (or on behalf of a Business Associate in the case of a subcontractor), pursuant to 45 CFR §§ 164.502(e) and 164.504(e), and the only remuneration provided is by St. Clair County to the Business Associate (or by the Business Associate to the subcontractor, if applicable), for the performance of such activities; (6) to an Individual, when the Individual requests access to his or her PHI pursuant to 45 CFR § 164.524 or when the Individual requests an accounting of disclosures pursuant to 45 CFR § 164.528; (7) for disclosures Required By Law; and (8) for any other purpose permitted by HIPAA where the only remuneration received by St. Clair County or Business Associate is a reasonable, cost-based fee to cover the cost to prepare and transmit the PHI for such purpose or a fee expressly permitted by law.

3.15 Marketing Restrictions. Business associate shall ensure that any Marketing communications it makes on behalf of Covered Entity are in compliance with the rules governing marketing set forth in 45 C.F.R. 164.508(a)(3), including but not limited to the requirements that Business Associate must obtain an authorization from an Individual prior to making any marketing communication to such Individual.

3.16 Fundraising Limitations. Business Associate shall ensure that any fundraising communications Business Associate makes on behalf of St. Clair County are in compliance with the rules governing fundraising communications set forth in 45 C.F.R. 164.514(f), including but not limited to the requirement that Business Associate must provide, with each fundraising communication made to an Individual, a clear and conspicuous opportunity for the recipient of the communication to elect not to receive any further fundraising communications. Business Associate shall ensure that all Individuals electing not to receive any further fundraising communications do not receive any further fundraising communications.

IV. ARRA BREACH NOTIFICATION.

4.1 Risk Assessment by Business Associate. If Business Associate becomes aware of a potential ARRA Breach, Business Associate shall complete a risk assessment of the potential ARRA Breach to determine whether the potential ARRA Breach is an ARRA Breach. Such risk assessment shall include at least all the factors identified in 45 CFR 164.402(2), as amended by the final rule published in the Federal Register on January 25, 2013 at 78 Fed. Reg. 5566.

4.2 Notification to Covered Entity. If, after completing such risk assessment, Business Associate concludes that there was an ARRA Breach, Business Associate shall notify St. Clair County of the ARRA Breach as soon as reasonably possible, and in all cases within five (5) business days of the first day on which any employee, officer or agent of Business Associate either knows or by exercising reasonable diligence would have known that an ARRA Breach occurred. The notification to Covered Entity shall include, if known, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during such ARRA Breach. The notification shall also include: (a) a brief description of what happened, including the date of the ARRA Breach and the date of the discovery of the ARRA Breach, if known; (b) a description of the types of Unsecured PHI that were involved in the ARRA Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis disability code or other types of information were involved); (c) recommended steps that Individuals should take to protect themselves from potential harm resulting from the ARRA Breach; and (d) a brief description of what the Business Associate is doing to investigate the ARRA Breach, to mitigate harm to Individuals, and to protect against any further ARRA Breaches. Business Associate shall maintain evidence to demonstrate that any required risk assessment was completed and notification to St. Clair County under this paragraph was made unless the Business Associate determines that a delayed notice (as described in Section 4.3) applies.

4.3 Delayed Notification to Covered Entity. Notwithstanding Section 4.2 above, if a law enforcement official states in writing to Business Associate that the notification to Covered Entity required under Section 4.2 would impede a criminal investigation or cause damage to national security, then Business Associate may delay the notification for any period of time set forth in the written statement of the law enforcement official. If the law enforcement official provides an oral statement, then Business Associate shall document the statement in writing, including the name of the law enforcement official making the statement, and may delay the notification required under Section 4.2 for no longer than thirty (30) days from the date of the oral statement, unless the law enforcement official provides a written statement during that time that specifies a different time period. Business Associate shall be obligated to maintain evidence

to demonstrate the reason for the delayed notification and that the required notification under this paragraph was made

4.4 Notification to Individuals, the Secretary and/or the Media. In the event of an ARRA Breach caused by Business Associate, its agents and/or subcontractors, Business Associate shall provide assistance to Covered Entity in making all ARRA Breach notifications. To the extent Covered Entity incurs expenses and costs to comply with its notification obligations with respect to an ARRA Breach by Business Associate, its agents and/or subcontractors, in addition to any other remedies that may be available to Covered Entity under this Agreement or any applicable law, Business Associate shall reimburse Covered Entity for all costs and expenses (including attorneys' fees) incurred by Covered Entity related to providing the notifications required under 45 C.F.R. §§ 164.404, 406 and 408. Notwithstanding the foregoing, if the parties agree that Business Associate will, on behalf of Covered Entity, and within the applicable time frames required by law under 45 C.F.R. §§ 164.404, 406 and 408, prepare and send out any and all required ARRA Breach notifications to Individuals, the Secretary and/or to the media, Business Associate shall prepare and send such ARRA Breach notifications at Business Associate's sole expense and in compliance with the requirements of 45 C.F.R. 164.404, 406 and 408, as applicable. However, any ARRA Breach notifications Business Associate would prepare and send on behalf of Covered Entity shall be subject to Covered Entity's review and pre-approval before the notifications are sent. Additionally, in the event of an ARRA Breach, Business Associate agrees to pay for the credit monitoring fees for affected Individuals for a period of at least two (2) years of credit monitoring.

V. TERM AND TERMINATION

51 Term. This Agreement is effective upon the effective date of the Services Agreement, and except for the rights and obligations set forth in this Agreement specifically surviving termination, shall terminate the later of the date the Services Agreement terminates or when all PHI is returned to Covered Entity or, with prior permission of Covered Entity, destroyed.

52 Termination for Cause. Notwithstanding any provision in this Agreement, Covered Entity may terminate this Agreement and the Services Agreement if Covered Entity determines, in its sole discretion, Business Associate has breached any provision of this Agreement or otherwise violated HIPAA, the Privacy Rule, the Security Rule or the HITECH Act. Covered Entity shall provide written notice to Business Associate with an opportunity for Business Associate to cure the breach or end the violation within ten (10) business days of such written notice, unless cure is not possible. If Business Associate fails to cure the breach or end the violation within the specified time period, or if cure is not possible, this Agreement and the Service Agreement shall automatically and immediately terminate, unless termination is infeasible.

53 Termination after Repeated Violations. Notwithstanding any provision in the Agreement, Covered Entity may terminate the Services Agreement and this Agreement if Covered Entity determines, in its sole discretion, that Business Associate has repeatedly breached any provision of this Agreement or otherwise violated HIPAA, the Privacy Rule, the

Security Rule or the HITECH Act, irrespective of whether, or how promptly, Business Associate may remedy such violation after being notified of the same.

54 Obligations Upon Termination. Business Associate's obligations to protect the privacy and security of PHI shall be continuous and shall survive termination, cancellation, expiration or other conclusion of this Agreement or the Services Agreement. Upon termination of this Agreement, Business Associate will forward to Covered Entity, or to Covered Entity's designee, the records necessary for continued administration of Covered Entity as directed by Covered Entity. After the forwarding of said records, whatever PHI remains with Business Associate will be subject to the following:

54.1 Except as provided in paragraph (b) of this Section 5.4, upon termination, cancellation, expiration or other conclusion of this Agreement, for any reason, Business Associate shall return or, if Covered Entity gives written permission, destroy, PHI in whatever form or medium and retain no copies of such PHI. Business Associate will complete such return or destruction as soon as possible, but in no event later than sixty (60) days from the date of the termination of this Agreement. Within ten (10) days of the return or destruction of all PHI by Business Associate, Business Associate shall provide written certification to Covered Entity that the return or destruction of PHI has been completed.

54.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. INDEMNIFICATION; INSURANCE

6.1 Indemnification by Business Associate. Business Associate will indemnify and hold harmless Covered Entity, and any affiliate, officer, director, employee or agent of Covered Entity from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any use or disclosure of PHI that violates or is not permitted by this Agreement, HIPAA, the Privacy Rule, the Security Rule or the HITECH Act, or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate.

6.2 Right to Tender or Undertake Defense. If Covered Entity is named as a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate, Covered Entity shall have the option at any time either to: (i) tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent Covered Entity's interests at Business Associate's expense; or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its

interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

6.3 Right to Control Resolution. Covered Entity has the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Covered Entity may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Covered Entity under this Agreement.

6.4 Insurance. Upon request, Business Associate shall obtain and maintain insurance coverage against improper uses and disclosures of PHI by Business Associate, naming Covered Entity as an additional named insured. Upon request, Business Associate shall provide a certificate evidencing such insurance coverage.

6.5 Conflicts. With respect to any breaches or violations of this Agreement, the provisions in this Section 6 supersede any inconsistent terms contained in the Services Agreement.

VII. GENERAL PROVISIONS

7.1 Effect. The terms and provisions of this Agreement supersede any other conflicting or inconsistent terms and provisions in any agreements between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference.

7.2 Amendment. Business Associate and St. Clair County agree to amend this Agreement to the extent necessary to allow either party to comply with HIPAA, the Privacy Rule, the Security Rule, or the HITECH Act. All such amendments shall be made in a writing signed by both parties.

7.3 No Third Party Beneficiaries. This Agreement is intended for the benefit of Business Associate and Covered Entity only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations or liabilities to or for any third party beneficiary, including without limitation Individuals who are the subject of PHI.

7.4 Severability. In the event that any provision of this Agreement violates any applicable statute, ordinance, or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

7.5 No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

7.6 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the parties shall cooperate to assign this Agreement as appropriate if the Services Agreement is assigned.

7.7 Relationship of the Parties. Business Associate and Covered Entity are independent contractors and all acts performed by Business Associate are performed solely in its capacity as an independent contractor.

7.8 Counterparts; Facsimile Signature. This Agreement may be executed by facsimile and/or in counterparts, each of which shall be an original and all of which together shall constitute one and the same binding instrument.

7.9 Notification

7.9.1 Business Associate. To the extent notice is required to be provided by Covered Entity to Business Associate under any provision in this Agreement, notice shall be provided to:

7.9.2 Covered Entity. To the extent notice is required to be provided by Business Associate to Covered Entity under any provision in this Agreement, notice shall be provided to:

7.10 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

BUSINESS ASSOCIATE

By: _____

Print Name: _____

Title: _____

Date: _____

COVERED ENTITY

[NAME]

By: _____

Print Name: _____

Title: _____

Date: _____