



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

Sheriff's Office

RFP NUMBER

#117020

RFP TITLE

Inmate Medical Service

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for [inmate medical service](#).

DEADLINE FOR
RFP SUBMISSIONS

2:00 P.M. Central Time

September 8, 2017

LATE, FAXED, ELECTRONIC MAIL OR UNSIGNED PROPOSALS WILL BE REJECTED

SUBMIT RFP TO
THIS ADDRESS

DANE COUNTY PURCHASING DIVISION
ROOM 425 CITY- COUNTY BUILDING
210 MARTIN LUTHER KING JR BLVD
MADISON, WI 53703-3345

VENDOR
CONFERENCE

There will be a vendor conference on **Wednesday, July 26, 2017** at 10:00 a.m. in the Public Safety Building, 115 W. Doty Street, Madison, WI. Vendors must submit a letter of registration listing all attendees by 4:00 p.m. on **Friday, July 21, 2017** in order to participate in the vendor conference.

SPECIAL
INSTRUCTIONS

- ☐ **Label the lower left corner of your sealed submittal package with the RFP number**
- ☐ **Place the Signature Affidavit as the first page of your proposal**
- ☐ **Submit one original and (5) copies of your technical proposal**
- ☐ **Submit one original and (1) copy of your cost proposal**
- ☐ **Submit one complete electronic copy in Microsoft Word or PDF format burned to a flash drive, CD or DVD**

DIRECT ALL INQUIRES
TO

NAME	Carolyn A. Clow
TITLE	Purchasing Agent
PHONE #	608-266-4966
FAX #	608/266-4425
EMAIL	Clow.carolyn@countyofdane.com
WEB SITE	www.danepurchasing.com

DATE RFP ISSUED: **August 10, 2017**

RFP BLANK REVISED 5/13

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1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for inmate medical service.

The County intends to use the results of this process to award a contract(s) or issuance of a purchase order for the product(s) and or services(s) stated above.

The contract resulting from this RFP will be administered by the Dane County, Sheriff's Office.

The contract administrator will be Lt. Brian Mikula.

This Request for Proposal (RFP) is issued on behalf of Dane County by the Purchasing Division, which is the sole point of contact for the County during the procurement process.

1.2 Scope of the Project

The Dane County Jail is comprised of three facilities:

The City-County Building Jail (CCB), located at 210 Martin Luther King Jr. Blvd., Madison, was first built in the 1950s with two floors on the east side of the building. In 1985, the jail was expanded to occupy the west wing of the CCB, bringing the final capacity of that facility to 341 beds. In 2001, a reconstruction job was completed on the CCB. The reconstruction did not add any additional beds, but retooled areas of the CCB that were abandoned when the Public Safety Building Jail opened.

The CCB is our maximum-security facility and is separated into four wings, 6 East, 7 East, 6 West, and 7 West. It is a linear facility having cell blocks made up of individual cells surrounding a day room or common area. Each cell block typically houses four or eight inmates.

The Public Safety Building (PSB), located at 115 W. Doty St., Madison, opened in 1995.. It is designated as a medium/minimum security facility and uses direct supervision in the inmate housing units. There are 204 beds each on the third and fourth floors for a combined total of 408 beds. The first floor houses our Booking Intake Center and has 64 beds for newly-arrested inmates awaiting initial appearance court and/or inmates who need to be classified before being housed elsewhere in the jail.

The third and fourth floor dormitory style housing units in the PSB consist of one large open room with no individual cells. The largest housing units house up to 50 inmates. There are also split housing units which house up to 24 inmates on one side and 28 on the other.

The William H. Ferris Center, (FC), located at 2120 Rimrock Rd., Madison, is our work release facility. It was constructed in 1983 as a minimum security facility housing sentenced inmates with work release privileges. In 1992, a second floor was added to the Ferris Center. In 1994 the second floor was closed with the opening of the Public Safety Building, but by 1997 it was necessary to re-open it due to jail overcrowding. It was closed again in 2011 and remains closed today.

Each floor of the FC consists of three wings which are managed through indirect supervision. The inmate areas on each floor consist of three wings. Each wing has a dayroom or common area with a total of 24 dormitory style rooms on each floor. One wing has nine dorm rooms, one wing has eight dorm rooms, and one wing has seven dorm rooms. Each dorm can house up to six inmates. The deputies are stationed in the common lobby area of the facility. Double bunking brings the capacity of each floor up to 144 beds.

Under roof total Dane County Jail, Average Daily Population (ADP), for all facilities is as follows:

YEAR	Average Daily Population
2014	757
2015	757
2016	746

COUNTY is currently engaged in a comprehensive Jail Update Study and major renovations to the Dane County Jail are likely to occur within the near future (next five years).

1.2.1 Project Description

COUNTY is soliciting a competitive Request for Proposal (RFP) to retain the professional services of a Contractor to provide comprehensive health and mental health services to the inmate population. These services shall consist of medical, nursing, mental health (social work, psychiatry), medical records, dental, lab, x-ray, ancillary services, as well as off-site emergency, outpatient specialty and inpatient hospitalization services. It is the goal of COUNTY that the vendor provide as many services as possible on-site, within the confines of the Jail to minimize community trips.

In this RFP, this Contractor may be referred to as a Vendor or Provider, depending upon the context.

DCJ's current health services program includes: management, medical services/physicians, nursing, mental health, dental, pharmacy, medical records, lab, x-ray, on-site routine and specialty services, and medical/dental/office supplies and services in accordance with the Wisconsin State Requirements. Proposers may also submit alternative proposals that enhance the current level of program services by including - on-site specialty and diagnostic services, dialysis,

hospitalization, and other comprehensive services.

The purpose of this total health system network is to provide quality health care including mental health services as they relate to Wisconsin laws in order to help facilitate quality preventive care and education, early identification and intervention, and treatment.

The goals and objectives of the contract resulting from this RFP are:

- To provide comprehensive health and mental health services to the inmate population.
- To ensure high quality comprehensive health and mental health services to the inmate population within the Dane County Jail.
- To deliver services in a manner consistent with community standards in the greater Dane County area as well as with applicable State of Wisconsin statutes and constitutional requirements.
- To treat inmates with respect and dignity in all interactions and encounters.
- To comply with professional standards and accreditation guidelines for the National Commission on Correctional Health Care (NCCHC).
- To establish reports and other mechanisms to ensure accountability to COUNTY for services and staffing provided.
- To maintain documentation of services provided that is accurate, complete, thorough and comprehensive.
- To audit services and staffing through a system of quality improvement.
- To maintain staffing levels within prescribed guidelines and patterns identified in this proposal.
- To provide appropriately credentialed and licensed/certified/registered health and mental health professionals and staff.
- To create an employee-focused work environment that fosters professional growth and development.
- To initiate systems for recruitment and retention of qualified staff.
- To enhance staff skills and job satisfaction with continuing education and staff development activities.
- To focus on client satisfaction with the “client” including the inmate population, the health and mental health professionals, and COUNTY.
- To ensure that communication is open and forthright regarding all issues relative to the contract and COUNTY.
- To work both cooperatively and collaboratively with COUNTY toward the common goal of quality health care.

1.3 Exclusions

1.3.1 Service Exclusions

- Inmates are responsible for all costs of medical care and hospital care outside the jail. The associated with treatment out-side of the facility. If the inmate is unable to pay, the County is liable for payment. However, it is the hospital's responsibility to seek payment from the inmate from whatever means are available and only look to the County for payment if all options fail.

1.3.2 Inmate Exclusions

The following inmates are not considered as covered under this RFP:

- In-home restriction, house arrest, electronic surveillance/detention.
- Escape status and not in the physical custody of COUNTY.
- Dane County inmates boarded in other county jails due to Dane County's overcrowding, except for assurance of continuity of care when processing these inmates in and out of the Dane County Jail and consulting with the other jails' healthcare providers.
- Day-reporting or non-custody individuals.

Inmates within the physical custody of COUNTY within the confines of the DCJ are included in this RFP. This includes state inmates of the Wisconsin Department of Corrections, inmates housed from other city or county jails or other state prison systems, federal detainees or inmates, or probation/parole violators returned to custody under COUNTY. Any external reimbursement for off-site services for these individuals' care, or for pharmaceuticals, shall revert to the Sheriff's Office and COUNTY in payment or reduction of billing. Any third party reimbursement funds received by the vendor as a result of submission for off-site inmate health care must be provided to the Sheriff's Office in payment or reduction of billing.

1.4 Reduction and expansion of services

COUNTY reserves the right to expand services should additional funds become available during the contract term. Expansion of current services to provide enhanced programming or to meet the need of an increased population may be requested by COUNTY, based upon the availability of supplemental or expanded funding or grants. COUNTY reserves the right to reduce the scope of services during the contract term.

Any information contained herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volume levels.

1.5 Definitions

The following definitions are used throughout the RFP.

County means Dane County

County Agency means Department /Division utilizing the service or product

Proposer/vendor means a firm submitting a proposal in response to this RFP.

Contractor means proposer awarded the contract.

1.6 Clarification of the specifications

All inquiries concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document. (electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (see Section 1.8)

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Mailing Address:

**Dane County Purchasing Division
Room 425 City-County Bldg.
210 Martin Luther King Jr. Blvd.
Madison, WI 53703-3345**

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.7 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com

It shall be the responsibility of the proposers to regularly monitor the Purchasing Division web site for any such postings. Proposers must acknowledge the receipt / review of any addendum(s) at the bottom of the RFP Cover Page /Signature Affidavit.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

1.8 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP and posting such supplement on the Dane County web site at www.danepurchasing.com . There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
August 10, 2017	Date of issue of the RFP
July 26, 2017	Vendor conference
August 18, 2017	Last day for submitting written inquiries (2:00 p.m. Central Time)
August 23, 2017	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
September 8, 2017	Proposals due from vendors
October 2017	Oral presentation by invited vendors
October 2017	Notification of intent to award sent to vendors
January 1, 2018	Contract start date

1.9 Vendor Conference

A vendor conference will be held to respond to written questions and to provide any needed additional instruction to vendors on the submission of proposals. All vendors who intend to respond to the RFP shall attend the vendor conference. If a vendor fails to attend the conference and submits a proposal, the proposal will be rejected. A tour of the facilities impacted in this RFP will also be conducted.

Due to touring the secure areas of the Dane County Jail, vendors who attend the conference will need to have a security clearance check performed. **Vendors must submit a letter of registration listing all attendees by 4:00 p.m. on Friday, July 21, 2017 in order to participate in the vendor conference.** This letter of registration will be used to perform criminal background checks on all participants, as required prior to admission in any jail facilities.

Date: Wednesday, July 26, 2017

Time: 10:00 a.m.

Location: Public Safety Building, Second Floor, 115 W. Doty St., Madison

1.10 Contract Term and Funding

The contract shall be effective on January 1, 2018 at 12:00 a.m. and shall run for three (3) year(s) from that date, with an option by mutual agreement of the County and contractor, to renew for two (2) additional one-year periods. Alternatively, the County may elect for a five (5) year contract. Should the parties wish to renew the contract for the two (2) additional one-year periods, proposed rates for years 4 and 5 must be submitted to the Sheriff by June 1 of the year prior to the renewal.

1.11 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or Wisconsin Relay (711).

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal plus references and any required on-site visits or oral interview presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

2.3 Incurring Costs

Dane County is not liable for any cost incurred by proposers in replying to this RFP.

2.4 Vendor Registration

All proposers wishing to submit a proposal must be a paid registered vendor with Dane County. Prior to the RFP opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com, or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

2.5 Submittal Instructions

Proposals must be received in by the County Purchasing Division by the specified time stated on the cover page. All proposals must be time-stamped in by the Purchasing Division by the stated time. Proposals not so stamped will not be accepted. Proposals received in response to this solicitation will not be returned to the proposers.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- ❑ Proposer's name and address
- ❑ Request for proposal title
- ❑ Request for proposal number
- ❑ Proposal due date

2.6 Required Copies

Proposers must submit **an original and the required number of copies** of all materials required for acceptance as instructed on the cover page of the RFP (Special Instructions).

All hard copies of the proposal must be on 8.5"x11" individually securely bound. **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD.**

2.7 Proposal Organization and Format

Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Introduction (See Section 4 of this RFP)
- Response to general requirements (See Section 4 of this RFP)
 - Organizational qualifications
 - Staff qualifications and Facilities
 - References
- Response to technical requirements (See Section 5 of this RFP)
- Cost proposal (See Section 6 of this RFP)
- Required forms (See Section 8 of this RFP)
 - Attachment A Signature Affidavit
 - Attachment B Vendor Registration Certification
 - Attachment C Reference Data Sheet
 - Attachment D Designation of Confidential and Proprietary Information
 - Attachment E Fair Labor Practices Certification
 - Attachment F Vendor Data Sheet
 - Attachment G Cost Summary Page

- Appendices (Additional Information the proposer submits)
- Bond
Performance Bond, in the amount of \$250,000

2.8 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

2.9 Oral Presentations and Site Visits

Top ranked selected proposers may be required to make oral interview presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (see Section 4.0). Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

3.3 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Percent</u>
1.	General requirements	25
a.	Organization capabilities & Experience client list and references (Sections 4.2 & 4.4)	10
b.	Staff qualifications – governance and administration (Section 4.3)	10
c.	Litigation and claims history and experience (Section 4.5)	5
2.	Technical requirements	55
a.	Inmate care and treatment (Section 5.1)	10
b.	Staffing (Sections 5.2-5.7)	10
c.	Health promotion and disease prevention (Section 5.8)	5
d.	Special needs services (Section 5.9)	5
e.	Health Records (Section 5.10)	5
f.	Pharmaceuticals (Section 5.29)	5
g.	Diagnostic services/ Hospital and specialized ambulatory care (Sections 5.31 & 5.32)	5
h.	Experience with jail design (Section 5.35)	5
i.	All other requirements (All other elements of section 5)	5
3.	Cost	<u>20</u>
	TOTAL	100

3.5 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

3.6 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

Provide an overview of the company's interest in and ability to provide inmate medical services to Dane County.

4.2 Organization Capabilities

The company is required to provide an overview of the firm's size, corporate staffing organizational structure and format, including a detailed explanation of services presently provided by the firm and related core competencies. The Vendor must also indicate the specific firm strengths that are most compatible with Dane County's RFP # objectives of the Contractor.

Provide narrative about the company's ability to offer complete health care services that include: Physician Services, Nursing, Dental Services, Mental Health Services, Ancillary Services, and Pharmaceutical Services. Include details about services provided.

Attach an organization chart including the corporate hierarchy to the level of owner/board of directors with position titles and names of each incumbent with the reporting structure clearly defined.

The tables of organization should relate to the lowest level being the on-site format for reporting and lines of command. This may require the submission of multiple organizational charts.

Document experience in obtaining accreditation through the NCCHC, ACA, or applicable state accreditation agencies.

4.3 Staff Qualifications – Governance and Administration

Attach resumes for all senior management staff within the corporation. In addition, provide resumes of the key on-site management team potentially identified for the contract including the Medical Director, Health Service

Administrator, Director of Nursing, Director of Mental Health and Psychiatrist.

The Health Services Administrator shall hold a baccalaureate degree in a health-related field such as public health, public administration, business administration, hospital administration, nursing, etc.; or possess education and experience which demonstrates competence and success in administering a complex organization, managing numbers of personnel comparable to the DCJ health services program, complying with accreditation standards, and displaying a commitment to continuous quality improvement, particularly in a healthcare related environment. A master's degree and correctional experience are preferred.

The Medical Director shall be licensed in the State of Wisconsin and that license shall be in good standing. DEA licensure shall be current and in good standing as well. The Medical Director shall be Board Certified or Board Eligible in one of the following specialty physician fields: family practice, internal medicine, emergency medicine, or preventive medicine.

Final medical judgments shall reside with the responsible, designated Medical Director who is responsible for the clinical care provided throughout this contract. The Contractor shall be responsible for all decisions relating to the delivery of health care services provided under this contract, for on-site services as well as off-site services.

The Director of Nursing shall hold a Baccalaureate degree in Nursing. Have and maintain current licensure as a Registered Nurse within the State of Wisconsin. The Director of Nursing should have experience in the practice of nursing and possessing advanced studies and expertise in administration of Nursing Services. The Director of Nursing shall have the authority, responsibility and accountability for structuring, comprehensive planning, and implementing the Nursing Service Program.

The Director of Mental Health shall have a Master's degree in psychology, social work or behavioral science field. Have and maintain licensure to practice psychology or social work within the State of Wisconsin. The Director of Mental Health provides clinical and administration supervision and direction to mental health staff and oversight of mental health services with the Dane County Jail. Also provides mental health services to inmates of the Dane County Jail.

Psychiatrist shall have a Doctorate in psychiatry. Have and maintain licensure to practice medicine in the State of Wisconsin and be board-certified in psychiatry. The Psychiatrist provides a full range of psychiatric services to inmates. The Psychiatrist shall provide clinical consultation regarding identified cases to mental health and health care staff.

Each candidate is subject to review and approval of COUNTY. The Contractor shall submit updated resumes to the County for approval throughout the contract if at any time these personnel turn over.

Acknowledge that you understand that you are required to submit resumes to the County for approval throughout the contract if at any time the key on-site management team personnel turn over and will comply.

4.4 Experience, Client List and References

Geographic Scope

Identify the geographic scope of the firm, whether local, within Wisconsin, regional, national or international. If the company is not local, identify the location of the closest office designated to provide project support, supervision and oversight.

Provide details regarding off-site (from DCJ) resources dedicated to this contract and indicate percentage of time committed exclusively to this project.

Client List

List all clients for the last five years. Include both current and former contracts and include appropriate contact person names and titles, agency (city, county, state, federal, etc.), location with address and telephone number as well as facsimile number and e-mail address (if in existence). Each contract must be identified as current or former and if a prior contract, why the contract was lost, when and to whom. Locations must be included where services were provided even if no executed agreement was ever reached.

Disclose any contract terminations with jails and prisons (i.e. projects cancelled prior to contract completion) for any reason during the past 5 years. Describe the circumstances and provide the customer's name, e-mail or mailing address and telephone number. Failure to disclose such terminations may be grounds for COUNTY to reject the proposal and eliminate it from further consideration.

If none, state "None".

4.5 Litigation and Claims History and Experience

Legal Claims

Submit a listing of all legal claims closed and pending relating to inmate health services, problems or disputes over the firm's performance on contracts or projects held during the last five (5) years, specifying the jurisdiction of the case, i.e. state tort, malpractice, civil rights – individual versus class action, etc. Cases should be separated by type of litigation, i.e. state tort malpractice, federal civil rights violation cases (identified as individual or class action), or related to contract terms, termination, breach or failure to perform.

If none are known to exist, state “None”.

Settlements

Provide information on any legal settlements within this period as well with the dollar amount listed and terms of the agreement described.

If none are known to exist, state “None”.

Legal Actions Initiated by Proposer

Specifically disclose any jails, prisons, counties or states operating a jail or prison that the vendor has sued. Failure to disclose closed or pending claims, legal settlements, and/or jails, prisons, counties or states operating a jail or prison being sued may be grounds for COUNTY to reject the proposal and eliminate it from further consideration.

If none are known to exist, state “None”.

4.6 Mandatory Requirements

The following general requirements are mandatory and must be complied with.

4.6.1 Accreditation requirement

The Contractor shall comply with the professional standards of NCCHC. The cost of NCCHC accreditation shall be borne by the vendor; however, should COUNTY choose to pursue an ACA audit and accreditation, either for the facility(ies) as a whole or specifically limited to the health care operations, COUNTY will be responsible for that expense and for that initiative with the cooperation of the Contractor.

At the time of the issuance of this RFP, the Dane County Jail system is accredited by NCCHC. It is the responsibility of the COUNTY Jail's healthcare vendor to maintain the programmatic standards required for continued NCCHC accreditation.

A penalty of \$50,000 may be assessed by COUNTY for failure to maintain accreditation, or being placed on probation by the NCCHC. Acknowledge that you understand and will comply with this requirement.

Describe your experience in pursuing and maintaining accreditation through NCCHC.

List any instances or years where accreditation was lost or the healthcare program was placed on probation by the NCCHC, at sites where the vendor was providing healthcare services. In such cases, also provide details of the corrective action plan that

was initiated, if any, in response to accreditation loss/probation.

4.6.2 Annual independent contract compliance evaluation

The Contractor must obtain the services of an independent consultant to conduct an annual review of contract compliance and quality improvement programs. This is separate from the audit conducted to maintain NCCHC accreditation. This professional must be experienced in the field of correctional healthcare, familiar with NCCHC and ACA standards, and must meet with the approval of COUNTY. The independent assessment shall be performed in the second (2) year of the contract and provide a basis for COUNTY to initiate extension of the initial agreement by one (1) to two (2) years. All expenses related to the independent correction health consultant shall be the responsibility of the vendor. The report of the independent evaluator shall be delivered to the Jail Administrator prior to December 31st of the second (2) year of the contract.

Describe your experience in obtaining the services of an independent consultant to conduct an annual review of contract compliance and quality improvement programs. If your firm does not have experience in this area, please indicate that here.

5.0 Scope of Services

The successful vendor will be expected to meet no less than the following specifications and program requirements. This scope of services is a guideline for company response format and a structure for the contract. It is not necessarily all-inclusive.

5.1 Inmate Care and Treatment

5.1.1 Receiving Screening

The Contractor shall ensure one registered nurse to provide 24-hour per day, 7-day per week RN coverage in the intake/booking area. With the approval of the County, Contractor may deviate from the RN requirement. Vendors' staffing proposals should address potential needs for increased intake screening nurse(s) during times of peak workload in the booking area. The intake nurse shall complete an initial health assessment and medical screening in the booking center at the time of an inmate's arrival at the facility. This nurse shall also be responsible for the medical needs of inmates held in the receiving areas adjacent to Central Booking. The DCJ shall have all intake health/medical screening carried out by a nurse. "Book-and-Release" intakes (inmates who are booked solely for the purpose of identification, and are immediately released from the jail) may be exempted from screening by the nurse

The nurse providing intake screening in the booking center may

request an arresting police agency to obtain an evaluation of an arrestee's medical condition at a hospital emergency department if the arrestee is in need of medical intervention beyond the capability of on-site jail medical services. Any inmate returning to booking after having been referred to an off-site medical setting must have written documentation, such as discharge documents or a DCJ medical clearance form, indicating the inmate's medical condition and needs.

Readmission Assessment Criteria - Regardless of the number of admissions, the intake screening shall be completed by a qualified medical professional as approved by the County upon each admission.

Contents – The intake or receiving screening carried out at booking shall consist of the following components of inquiry or observation at a minimum (and a new receiving screening completed upon each admission despite frequency of admission to the jail setting):

- Signs or symptoms of infectious disease including TB
- Inmate's medical history
- Signs or symptoms of acute mental illness
- Suicide ideation
- Acute dental problems, swelling, infection
- Known allergies to medications or other agents
- Medication and therapeutic diet history and current use
- Signs and symptoms of drug or alcohol withdrawal
- Last ingestion of drugs or alcohol and type/quantity, method and related problems
- Current pregnancy, date of last menstrual period, any gynecological problems
- Behavior, appearance
- Body deformities or difficulties with ambulation or movement
- Persistent cough, lethargy, complaints of unexplained weight loss
- Condition of skin including scars, tattoos, bruises, lacerations, lesions, jaundice, rashes, ectoparasite infestations and needle tracks or other indications of drug use
- Oxygen Use
- Any recent injury including surgery or motor vehicle accidents
- Deaf or hard of hearing
- Vision impairment
- Paralysis (partial included)
- DME
- Other conditions or questions as deemed appropriate by the Medical Director.
- Baseline blood pressure

Describe how you will comply with this requirement and provide a sample of your medical intake screening tool.

Intake Emergency Needs – Intake RN staff shall be oriented to the process for accessing immediate urgent intervention on-site with the jail physician or off-site to a local emergency department if necessary. The intake RN(s) shall have the ability to determine whether a situation is emergent (off-site) or urgent (on-site).

Describe your process for contacting the jail physician after hours for urgent/emergent needs.

Disposition – The intake RN shall also note patient disposition – whether the inmate is held in booking, returned to a housing unit, referral for urgent Physician/NP/PA intervention, or referral off-site for emergency treatment. Documentation on the intake receiving screening shall be thorough, comprehensive, legible, and include signature and date of the RN.

Describe your process for referring inmates to the jail physician or off-site provide for urgent/emergent needs.

Isolation Option – The intake RN, in consultation with the jail physician, may immediately place the inmate in isolation if the receiving screening indicates potential symptoms for tuberculosis such as fatigue, weight loss, night sweats, coughing, etc. Hospitalization may be the preferable alternative, however. An inmate who is identified as symptomatic upon intake and not sent to the hospital shall be placed in isolation while a PPD is planted and read and sputum and smears obtained. The inmate may only be released from isolation when s/he is medically cleared by a physician as non-infectious. If the inmate is released from custody while in isolation pending outcome of the tuberculosis testing, the inmate shall be referred to an appropriate local hospital as determined through communication with the state's health department.

The jail does not have a negative pressure room. Describe how you will respond to a symptomatic and an asymptomatic inmate.

PPD Testing – With the receiving screening carefully focusing on signs and symptoms of TB, PPD planting does not occur at booking. Rather, Mantoux skin testing of inmates occurs after booking. The test shall be done on all inmates in custody before 14 days in the DCJ.

Describe how you will comply with this requirement.

Mental Health Presence at Intake – The Contractor shall post a psychiatric social worker (PSW) in the intake area 24 hours per day, seven days per week. This PSW shall screen all intake forms and conduct a full mental health evaluation at the time of booking. This mental health professional then may help determine inmate disposition in consultation with the jail security supervisor, and as necessary, medical services.

Describe how you will comply with this requirement and provide a sample of your mental health intake screening tool.

Wellness Rounds – Nursing staff shall make rounds every four (4) hours within the booking and intake area. It is imperative that the area be monitored closely for any crisis situations.

Describe how you handle wellness rounds.

Transferring Inmates – Inmates who are transferred between DCJ facilities and other institutions outside of the DCJ system shall have a health transfer summary completed to ensure that any current needs are identified, medications, diet, etc., and that any pending treatments or appointments are identified for follow-up. Inmates received from other institutions outside of the DCJ system must have an accompanying health transfer form, which shall be reviewed by the jail nursing staff in conjunction with the inmate's medical intake assessment. Sufficient RN hours will be provided to accomplish these tasks. Inmates being moved between DCJ facilities shall have all pertinent medical information conveyed to the health services staff in the receiving facility.

Describe how you will comply with this requirement.

5.1.2 Information on Health Services

The Contractor shall establish written information to be given out to incoming inmates during booking. This information shall be available both in English and in Spanish. All inmates admitted through booking are to receive instructions on how to access health services within the facilities. In addition to written instruction, inmates shall be informed verbally by nursing personnel of how to access health services. This verbal instruction shall occur during intake and during professional contacts between health services staff and inmates. The Contractor shall ensure that this information is readily available to the inmate population despite any potential physical disabilities or language barriers.

Describe how you will comply with this requirement.

5.1.3 Oral Screening

The Contractor shall maintain a system for the oral screening of inmates prior to or in conjunction with the health assessment/physical exam, within 14 days of receiving screening. This oral screening may be conducted by nursing staff or other health staff who are trained by the dentist to visually identify gross abnormalities of the teeth and gums, to identify swelling and infection, and to respond to an inmate's

complaint of acute dental pain. Antibiotic and analgesic orders may be initiated by nursing based upon a verbal or telephone order by the dentist or physician. Nursing may not initiate legend medications from a generic standing order. The dentist shall also participate in the development of the formulary to ensure that dental is represented in the areas of antibiotics, analgesic, and other items such as rinses that may be by prescription only.

Describe how you will comply with this requirement.

Dental Program - Dental services shall be scheduled for full days and be carried out at least two days per week. Dental services shall include a licensed dentist and a dental assistant who has experience. A qualified health care professional, trained by the dentist, may be used for screening dental sick calls. Toothbrushes and toothpaste along with all other personal hygiene items are available in the DCJ through commissary or via the indigency procedure.

Describe how you will comply with this requirement.

Priority of Dental Treatment - Dental services shall be focused on emergency treatment for acute pain, swelling and infection. Restorative care such as routine fillings and extractions will be available on a limited basis depending upon availability of the dentist. Prophylactic care such as routine cleaning is unavailable in the detention setting due to the short length of stay. Individuals with prolonged lengths of stay that may be up to a year, or rarely more, shall be given priority for restorative care. An oral examination shall be performed by a dentist within 12 months of admission. Dental lab services shall be available through the Contractor but utilization will be minimal with focus on those individuals without teeth or with an insufficient number of teeth in opposition to masticate properly.

Describe how you will comply with this requirement and the type of dental services you typically provide (i.e. routine fillings, extractions, etc.).

5.1.4 Health Assessment

The Contractor shall complete a full health assessment/history and physical examination within the first 14 calendar days of an inmate's arrival at the DCJ. The history and physical need not occur immediately following admission, except for those detainees referred for chronic illness, but must be completed by the end of a two-week period. Priority for health assessment shall be given to those identified during the intake booking process to have chronic or infectious illness or other more urgent medical needs, and those with medications continued upon admission.

Describe your process for conducting and documenting 14 day

assessments.

Health Assessment Components - Licensed and credentialed nurses or physicians shall conduct health assessments. Any inmate with medication continued during the intake process shall be evaluated fully by the provider as to the need for the medication on a continuing basis and the exact medication to utilize, i.e. continue the prior medication if non-formulary or convert to a formulary medication if therapeutic efficacy is demonstrable. The provider shall order laboratory tests for diagnostic purposes as indicated and the provider must sign off on all labs ordered.

Detail who you would have conduct the health assessments. If a nurse performs the assessment, describe how you would address medication needs and laboratory tests.

Physician Review of Lab Findings - All lab results, in general, must be signed and dated by a physician to indicate review of the findings. This sign-off shall occur within a reasonable time to ensure that documents are available to be filed in the medical record promptly. Abnormal results that are of concern to the physician shall receive appropriate follow-up and the patient shall be informed. Minor abnormalities in lab findings remain the discretion of the physician regarding the need for further diagnostic work-up.

Describe how you will comply with this requirement and the typical time frame for physician review and sign-off.

STD Testing - Routine diagnostic testing for sexually transmitted diseases is not generally available within the jail setting unless the individual exhibits signs and symptoms of a communicable disease. This information may be uncovered during the receiving or transfer screening, during medical examination or through the sick call process. Any individual identified with a sexually transmitted disease such as syphilis, gonorrhea, or chlamydia, shall be treated immediately to ensure treatment prior to release. Screening for HIV, Hepatitis B or Hepatitis C shall be based on symptom description rather than routine lab testing for these illnesses. Individuals who seek testing shall be tested. All HIV testing is on a volunteer basis unless court ordered. Vendor will comply with State of Wisconsin reporting requirements.

Describe your policy as it relates to STD testing.

Forensic Testing - Health services staff who have a patient provider relationship shall not carry out court-ordered forensic testing or specimen collection. Individuals with no treatment responsibility, such as a medical assistant or phlebotomist, may be utilized; however, the preference is that no on-site health care staff participate in the process of forensic specimen collection, including HIV, DNA, blood for paternity determination, etc. Rather, outside providers from the County or from

an outside contracted lab shall obtain such specimens. The Contractor is not responsible for the cost of forensic testing; however, if a physician orders a toxicology screen for an inmate suspected of overdose for diagnostic or treatment reasons, the vendor is responsible.

Describe how you will comply with this requirement.

Inmate Immunizations - Immunizations, as indicated by provider order, shall be carried out in conjunction with ongoing inmate health care. It is the responsibility of the provider to determine need for immunizations. However, during flu season, based on availability of a sufficient quantity of the vaccine that the Contractor shall purchase from an outside company, flu vaccination shall be carried out for the inmate population according to clinical priority, i.e. chronically ill, immune compromised, frail elderly, etc. Pneumovax vaccination during this time is preferable as well according to physician order and protocol.

Describe your process for determining the need for immunizations and how you will handle flu vaccinations for the inmate population.

Periodic Health Appraisal - Although most inmates' length of stay is of a short duration, some individuals may remain in the facilities a year or more. In such cases, the Medical Director shall establish a policy and procedure for routine periodic physical exams for health maintenance consistent with professional standards. Age, gender and physical condition may dictate the increased frequency of the periodic examination. Inmates with chronic or long-term communicable illnesses shall receive a complete physical on an annual basis regardless of age or gender. In addition, inmates on psychotropic medication shall receive a complete physical examination on an annual basis to include blood level testing as appropriate.

Describe your policy and procedure for periodic health appraisals.

5.1.5 Daily Handling of Non-Emergency Medical Requests

The Contractor shall establish a system for inmates to make requests for medical, dental, or mental health attention on a routine basis. Inmates shall utilize sick call slips. Individuals shall be seen by the appropriate level of health care team member, whether RN or physician, for medical complaints within two (2) working days. Dental complaints will be screened by nursing staff if the dentist trains the staff appropriately. A qualified mental health staff member or nurse with psychiatric experience shall screen all mental health requests including those requesting to be seen by the psychiatrist. The level of provider seen shall be established through the triage process by

nursing staff. Inmates shall complete a sick call slip and place it in the appropriate location in their housing unit for pick-up by nursing staff on a daily basis. The Contractor will cooperate with the County in the administration of the County's policy regarding the collection of medical co-pays from inmates.

Inmates in restrictive housing shall have access to sick call on a routine basis with the same frequency as the general population. Nursing staff shall conduct rounds daily in restrictive housing areas and take note of any inmate complaints or medical issues. A log system may be utilized to document completion of this function, with inmate name, identification number, complaint, disposition and staff member name and date. Rounds shall be conducted daily in these areas with the medication administration process.

Describe your process for daily handling of non-emergency medical requests. Include how you will handle inmates in restrictive housing areas and the documentation of rounds.

5.1.6 Sick Call

Actual sick call encounters shall be conducted by nursing and physician staffing for medical complaints, nursing or dental staff for dental complaints and a PSW for mental health issues. RN sick call shall be available on-site daily including weekends. Physician sick call shall be conducted not less than five days per week at the DCJ.

Medical exams and procedures shall be carried out in an appropriate clinical environment and not in open areas, hallways, or corridors where privacy is lacking and confidentiality is at risk. Exam and treatment rooms shall be properly equipped with an exam table, mayo stand, gooseneck lamp, oto/ophthalmoscope, thermometer, blood pressure cuff and stethoscope and scale. If hand washing facilities are not available in each room, then appropriate antibiotic/antiseptic cleansing gel shall be utilized.

Sick call requests shall be picked up by nursing personnel from the housing units on a daily basis in conjunction with medication administration and rounds. These requests shall be triaged by medical staff. The triage disposition shall be documented on the sick call slip indicating disposition and name, date and time of the person carrying out triage. Inmate sick call slips shall be triaged within 24 hours of receipt of the slip; however, the actual clinical visit may not occur for an additional 24 hours including weekends as RN sick call shall be available at all sites seven days per week.

If the inmate is seen by medical staff at a sick call visit and medical staff determines that the individual needs to see a higher level of medical professional, the inmate shall be scheduled for a physician visit. Non-emergent physician appointments shall be scheduled for the

physician's next available appointment time, normally within two business days.

Describe how you will manage sick call. Include your process for triaging requests.

5.1.7 Emergency Services

Emergency services are a critical element of a comprehensive jail health program. The Contractor shall establish policy, procedure and systems for 24-hour emergency care at all facilities.

Emergency Transportation – Emergency ambulance services for the Dane County Jail facilities are provided by government-operated EMS providers, which invoice patients directly for ambulance services. The Madison metropolitan area is served by three major hospitals, all of which have emergency services departments. The Contractor shall establish and maintain a liaison role with local hospital emergency departments in order to facilitate communication for continuity of care and coordinate mutually acceptable procedures. The Contractor shall work cooperatively with the County in enforcing security guidelines for escorts during emergency transportation. Given the jails' proximity to large urban hospitals, emergency transportation using a helicopter or airplane is not anticipated.

Describe your plan for establishing and maintaining a liaison role with local hospital emergency departments and EMS in order to facilitate communication for continuity of care and coordinate mutually acceptable procedures.

Emergency Access - Routine orientation for security and health staff shall include the process for inmate access to emergency treatment during all hours of the day or night. Inmates shall be informed by the intake RN of the process for routine and emergency access to care when the inmates arrive at Central Booking. Nurses may be asked to respond to the housing units or other locations within the facilities or the inmate may be brought to the health service unit, depending upon the nature of the emergency complaint. If the inmate is brought to the health services area, s/he should be transported by wheelchair or gurney rather than directed to the unit on foot. Nurses may also provide phone triage. Security staff should provide an escort during an emergency.

Describe your response to emergency care.

5.1.8 Written and Verbal Clinicians' Orders

Written, verbal or telephone orders may be initiated by a mid-level provider, physician, dentist or psychiatrist within the jail health services. LPN or RN staff may only respond to a verbal or telephone

order and shall not initiate orders. A LPN or RN shall note provider orders within six to eight hours. Orders shall be carried out according to instruction. A physician shall cosign verbal or telephone orders within 72 hours.

Describe your on-call process for accessing mid and upper level providers after hours and how you manage written and verbal orders.

5.1.9 Patient Transport

Patient transport is the responsibility of the County for routine medical appointments off-site. It is the responsibility of the Contractor for emergency services as well as for routine medical or other clinical appointments off-site necessitating the use of a chair car or other handicapped accessible vehicle. Nursing staff or the physician shall determine the appropriate mode of transportation for both appointments and emergencies. The mode of transport may include a squad car, van, bus, chair car or other handicapped accessible vehicle, transport ambulance or ACLS ambulance.

Scheduling - Nursing staff shall notify security on a daily basis of pending medical off-site appointments as much in advance as possible so that security staff may be scheduled to carry out the transport. Given that medical trips are often conducted by custody staff on an overtime basis, as much warning in advance to the County as possible is required.

The Contractor shall work cooperatively with the County in the scheduling of off-site appointments and attempt to accommodate scheduling to minimize security supervision overtime. Appointments shall be clustered if possible for ease of transport. The Health Service Administrator shall identify, track and monitor appointments that are missed for lack of security escort, as this should be a rare occurrence. These cases should be reviewed with the County on a routine basis and reviewed during quality improvement meetings. Other reasons for missed appointments shall be monitored as well such as absence from the facility for court, a visit, refusal, etc. These factors should be monitored and reported on as well to minimize missed appointments.

Describe how you will work with the County's staff to minimize and schedule transport for medical appointment.

On-Site Services - The goal of the County is to have services delivered on-site to the extent feasible including physician specialty and subspecialty clinics. These on-site clinics shall include orthopedics, optometry, obstetrics and gynecology, and others as determined necessary by the County. If three or more inmates are scheduled within a two-week time for a particular specialty, the Contractor shall make every effort to bring this specialty service on-site whether for a

one-time or recurring basis.

Please describe any specialty or subspecialty clinics that you have established at other facilities.

Medication or Diet during Transport - Although jail transport is generally not lengthy travel or overnight stays, inmates may need medications during a day off-site for clinic appointments. If the inmate needs to have medication during his/her absence from the facility and the medication is not KOP, the security staff shall be given the pre-packaged dose for distribution to the inmate at the time identified on the envelope. If the medication is KOP, the inmate may carry the medication in an envelope on his/her person for the visit. If the inmate being transported is a diabetic inmate or other inmate with a special medical diet, the health services staff will direct the kitchen to prepare a package lunch for the transport to meet the dietary requirements.

Describe your plan for complying with this requirement.

Documentation with Off-Site Encounters - Both routine and emergency transportation shall include at least minimal medical documentation. If the transport is for an off-site medical or dental appointment, a consult request shall be included and a copy of the latest lab, x-ray or other diagnostic information may be attached. If the transport is for an emergency, a transfer summary shall be completed. In either case, the medical record document shall be sealed in an envelope and nursing shall provide the envelope to the escorting security staff for delivery to the off-site or emergency provider. Return documentation should be included as well with a consult follow-up or other progress note and plan from a specialty visit and a disposition form from the emergency room. Return documentation should be handled by the security escort staff and returned to the nursing staff member designated at the sites.

Describe how you will comply with this requirement. Indicate whether you rely on a discharge or after visit summary or utilize your own form. If you have a form, include a sample.

5.1.10 Mental Health Evaluation

Mental Health Program - The mental health evaluation shall be one key component of the comprehensive jail mental health program established by the Contractor. The clinical services provided shall be consistent with the community while emphasizing prevention, identification, early intervention and aggressive treatment of mental disorders with the goal of reducing the frequency and duration of episodes of serious mental illness. The goal shall be to provide services to the inmate such that s/he is able to function to the best of their potential ability. All inmates shall be considered as eligible for mental health services with the priority given to those individuals identified as most severely impaired by serious mental disorder, the

most dangerous to themselves or others, and those who exhibit an inability to function within the general population setting of the detention facilities. The existence of a mental disease or disorder as categorized within the American Psychiatric Association's Diagnostic and Statistical Manual (4) of Mental Disorders shall be the basis for service consideration. Axis II disorders including antisocial and borderline personality disorders shall be evaluated for group intervention based on individual need. The mental health team shall also work with preventive or promotive programs including psycho-educational or cognitive behavior programs focusing on topics such as anger management, impulse control, or substance abuse, as examples.

Describe how you will administer the mental health program at the jail to ensure all inmates have access to care.

Evaluation Priority – The Contractor shall establish a process for the systematic mental health evaluation of inmates.

Describe your process for prioritizing mental health evaluations.

Documentation Guidelines – Documentation of the mental health evaluation shall be consistent and standardized and placed within the confidential medical record. All mental health records and dental documentation shall be placed in one comprehensive medical record. The one medical record, identified by the inmate's Name Number, shall be the single repository for all documentation related to health or mental health care regardless of the profession of the individual staff member completing the form or note.

Describe how you will comply with this requirement to ensure all records, medical, dental, and mental health, are maintained in one comprehensive medical record.

Crisis Intervention and Disposition - Any individual inmate found to be in need of urgent follow-up is identified by the mental health professional/PSW at the time of the booking screening or mental health evaluation unless previously referred by members of the security or health care staff or other jail staff person. If the inmate is in need of immediate intervention, the PSW shall determine the appropriate disposition among the options available – emergency inpatient mental health transfer through civil commitment (limited availability or use), placement in a mental health special needs area (where suicide watch or medical restraint occur) or placement in mental health housing for the more chronic mentally ill. Written criteria and protocol shall be implemented for each potential mental health placement option and a referral process delineated in detail.

Intervention and diversion of inmates in crisis may occur at all times during an inmate's incarceration. Describe your process

for crisis intervention and disposition.

Evaluation Components - This mental health evaluation shall minimally consist of a structured patient interview with a mental health professional (mental health professional defined primarily as independently licensed clinical social worker, PSW, but may also include psychiatry or licensed doctoral level psychology staff, or advanced practice registered nurse with a psychiatric clinical specialty) prior to the 14th day of inmate custody within the jail, and shall minimally include:

- History of psychiatric inpatient hospitalization, public or private.
- History of outpatient mental health treatment, public or private.
- Current psychotropic use – medication, dosage, and prescriber.
- Current drugs of abuse or alcohol use – type of drug, method of use, frequency, last use.
- Current suicidal thoughts, ideation or plans.
- Prior suicide attempts – ideation, gesture, attempt.
- History of sexual offenses.
- History of sexual abuse.
- History of violent interpersonal behavior or property damage.
- History of child abuse.
- History of victimization within detention by predators, on the street.
- Special education background/level of education.
- History of serious head trauma with even momentary loss of consciousness.
- History of seizure activity and cause if identified – alcohol, withdrawal, head trauma, etc.
- Gross assessment of intellectual functioning.
- Adjustment to incarceration.

Describe your evaluation process. If a standardized evaluation form is utilized, provide a copy. Describe your experience with developing behavioral plans for challenging inmates and provide an example.

Intellectual Functioning - If an inmate is identified as potentially mentally retarded/developmentally disabled during the booking process, receiving screening, mental health evaluation, or otherwise, the inmate shall be referred to a mental health professional for assessment. Mental health staff shall work together with education staff in basic screening for intelligence and in obtaining prior documentation from a community setting regarding these needs, school or state's mental retardation agency. If the inmate has difficulty in functioning within general population due to his limited intelligence or may be victimized, this inmate shall be considered by the mental health staff for placement into one of several mental health housing units that provide a more sheltered and protected environment.

Describe how you will work collaboratively with Sheriff's Office staff and education staff to assist with placement and care.

5.1.11 Dental Treatment

Only a Wisconsin-licensed and credentialed dentist shall perform dental treatment with the assistance of an experienced Dental Assistant. Dental services shall not be limited to extractions only but shall focus on emergency intervention to eliminate pain, swelling and infection and to restore function regarding ability to masticate sufficiently to eat without a special ground or pureed diet. Dental priorities shall be established by the dentist according to level of severity of the complaint and objective need. Oral surgery resources, likely off-site, shall be available within the community for use by referral from the dentist should this need be identified. In general, prophylactic dental care such as scaling and cleaning is not available unless a serious and urgent periodontal problem exists that requires immediate intervention and it is ordered and carried out by a licensed dentist. Dental hygiene services with regard to routine prophylactic and preventive care including cleanings shall not be provided as a component of this contract. However, an oral examination shall be performed by a dentist within 12 months of admission.

Describe how you will comply with this requirement.

5.1.12 Assessment Protocols

The Contractor shall establish and implement assessment protocols to be utilized by RN staff within the jail setting. These protocols shall be reviewed and approved initially by the Director of Nursing and the Medical Director and shall be reviewed and updated or revised as needed on at least an annual basis. New protocols may be added at any time as the need is identified.

Nursing Protocol Procedures - These nursing assessment protocols are not restricted to the use of routine OTC products. Protocols utilized by RN staff need to be individually cosigned, however, the Medical Director reviews and approves each protocol. Treatment with legend drugs may be initiated by nursing staff with a valid provider order (written, verbal or telephone). If the order is verbal or by telephone, it shall be cosigned by a physician accepting responsibility for the order within 72 hours.

Describe your nursing protocol procedures.

Clinical Pathways - Clinical guidelines or clinical pathways that are evidence and criteria-based that are utilized by mid-level providers, physicians or psychiatrists may be utilized and are not considered assessment protocols (designed for nursing staff use). These pathways or guidelines, usually disease-specific, should be

customized to the jail setting and to the individual patient. Guidelines such as these are encouraged but are not mandatory.

Describe the Pathways that you use. Include sample pathways for alcohol withdrawal and opiate withdrawal.

c. Chronic Disease Monitoring - Inmates identified during the intake medical screening or subsequent examination as chronically ill and in need of ongoing treatment shall receive a treatment plan. The treatment plan may be initiated by a mid-level provider or physician and shall dictate the frequency of evaluation and monitoring. The Contractor shall ensure that the frequency identified in the treatment plan is met and that the related diagnostic blood work, or other monitoring instruments such as therapeutic diet compliance, etc., is completed in advance of the periodic chronic disease visit. These encounters may be performed by a mid-level provider, physician or psychiatrist in the event of a chronic mental illness.

Describe how you will manage chronic conditions within the Dane County Jail.

5.1.13 Continuity of Care

The intake receiving screening is the initiation of continuity of care for the inmate patient upon admission to the detention facilities. If the individual is on medications, attempts shall be made to obtain prior records or at least prior prescription history, verbal if not written. The transfer summary upon movement among the facilities ensures that there is no interruption in the health service delivery through the sharing of relevant health information.

Aftercare is a significant challenge for a large urban jail setting given the extremely rapid turnaround of most of the individuals. Linkage with community clinics, health departments, indigent care facilities, shelters and mental health facilities shall be established for release planning. The Contractor will work collaboratively with the Dane County Department of Human Services and its designated contract agencies on release planning. The contractor shall provide one discharge planner and establish a referral network and consolidate this information into a concise folder for staff use when coordinating linkage for care upon release. This manual shall include local resources available, primarily for indigent or Medicaid care, sexually transmitted diseases, infectious diseases such as HIV or Hepatitis, chronic illnesses and the mentally ill. When the health care staff is aware in advance of the inmate's pending departure, a designee shall make every attempt to schedule follow-up in the community after release. Every attempt should be made by the jail staff to inform health services of pending releases or transfers with as much notice as possible to ensure continuity of care. Regardless of advance notice of pending release, health services staff shall inform and educate

inmates about local resources available through such means as a community resource manual and discussion of these resources during incarceration.

Describe your process for working collaboratively with community providers to ensure continuity of care.

5.1.14 Health Evaluation of Inmates in Restrictive Housing

Nursing Rounds - Nursing staff shall conduct routine rounds within the Administrative Confinement or segregation areas at a minimum of three (3) times per week and may be done in conjunction with medication administration. These screening rounds may be documented on a log or other group format listing individuals and dispositions or they may be documented individually on progress notes. If an inmate is removed from his/her cell to an examination room or interview room to see a nurse or other healthcare or mental health care professional, a progress note shall correspond with the staff name, title and date. Inmates within segregation shall have the same access to health care as the general population and sick call shall be available on the same frequency.

Describe your process for documenting nursing rounds for inmates in restrictive housing. Documentation should include documenting in the jail's records management system as well as in the inmate's confidential medical record.

Mental Health Rounds - In addition, a designated mental health professional shall conduct rounds in the restrictive housing on a weekly basis, however, these rounds may increase depending on the special treatment plans provided by the Contractor. These rounds are intended for mental health staff to make contact with inmates in this setting and to determine if any individuals are decompensating within the restrictive environment due to mental illness. Furthermore, inmates with serious mental illness who receive disciplinary action resulting in punitive segregation shall be assessed by a mental health professional as to the appropriateness of the placement timing given the mental condition of the inmate.

Describe your process for documenting mental health rounds for inmate's in restrictive housing. Documentation should include documenting in the jail's records management system as well as in the inmate's confidential medical record.

5.2 Staffing

The Contractor shall submit a detailed staffing plan/table that includes titles, hours scheduled (full-time or part-time), shifts, days of the week, etc. to demonstrate appropriate clinical coverage throughout the facilities. Full-time is considered 40 hours of work per week excluding the lunch period unless

otherwise specified in the proposal with a rationale acceptable to the County. These staffing tables shall meet or exceed current authorized staffing levels with regard to the types and number of health and mental health professionals by discipline, by shift and day of the week. Staffing levels shall adequately reflect the size of the various institutions, intake screenings conducted annually, transfer summaries completed, and the comprehensive scope of services available on-site. Full-time work shall consist of a 40-hour work period with a 5-day workweek. Any schedule for full-time to be scheduled fewer than 5 days per week will require the advance approval of the County, e.g. a 4-day work week of 10 hours per day. The staffing may reflect a mix of physician and physician extender staff including mid-level providers/physician assistants for medical hours exceeding 40 per week. Physician staffing shall be in accordance with guidelines and recommendations of the NCCHC, Standards for Health Services in Jails.

Submit the staffing table that you are proposing to serve the County at implementation in Attachment J.

What is your process for correcting deficiencies in your ability to meet staffing levels stated in your staffing plan (Staffing Table).

Are employee benefits provided? If so please provide details such as vacation, sick leave, hospitalization, life insurance, EAP, dental, etc.

If employee benefits are provided, how long must an employee work before benefits start?

Detail how your company recruits and retains qualified workers to fill County positions as referenced in the Staffing table. What is your retention rate?

Would your company provide employment for the people who may be displaced by this contract?

Provide the estimated start-up time required, (i.e., transition time anticipated between proposal acceptance and contract implementation)

List any additional special services which would be furnished by your company to Dane County. Include any unique business features or special services your company offers which are not considered common to your competition. If there are any changes which have not been described in previous questions, list such changes here.

Describe how you would handle in-house dialysis. Explain the staffing and the necessary requirements to handle dialysis. Please provide pricing under Ancillary Services.

Describe how you would use the current Dane County medical facilities floor plan/configuration/design to meet your staffing needs. Explain in detail all the necessary changes and the justification for each change.

Describe your documented discipline program for staff in detail.

Describe how you plan to manage multiple jail facilities.

Describe your plan and methodology for staffing for all services at each facility by type of position, hours of operation, and shift/hours coverage to correlate to your pricing response (Pricing Information Table, Benefits Summary Table, Salary Ranges Table and Staffing Table).

Explain how you calculate and manage your staffing levels.

Detail how staffing coverage is handled regarding vacation days, holidays, sickness, maternity leave, etc. (scheduled and non- scheduled).

Do you use any tools or guides to ensure the staffing is sufficient to provide safe care to each patient at all times? If so, state what tool and/or guide and who has endorsed it.

If a staffing tool or guide is used, will you be able to provide the Dane County Sheriff's Office with the formulas and plans regarding monitoring and the statistics showing compliance?

Explain how your staffing rosters are developed and managed.

The contracted physician must have privileges at a local hospital in order to schedule testing, consultations, procedures, etc. Explain how the contracted physician will assist in the care of inmates at the hospital.

Describe the process for performing dental services.

Describe your policies and procedures for the various outpatient professional services and surgeries.

List any and all outpatient professional services and surgeries that you will not perform at the Dane County jail facilities.

Temporary Personnel – Agency or temporary personnel such as nursing, medical records, clerical or other staffing is highly discouraged due to the turnover of this staff. However, should such temporary staff be assigned to these sites on a recurring basis, agency staff is an acceptable alternative. The preference of the County is to maintain a full-time, part-time and PRN staff that are committed to these facilities. Should the use of temporary agency personnel negatively impact on-site continuity of operations, the County reserves the right to give the Contractor a cure period of 30 days to reduce the use of agency personnel to an acceptable level, as established by the Jail Administrator or his designee, based on needed staffing and coverage. Failure to meet the requirements by the Contractor may result in a penalty of \$1000.

Do you intend to utilize temporary staff? If so, how do you plan to ensure

that on-site continuity of operations is not negatively impacted.

Use of Students – Although the County encourages the development of students, interns, fellows, etc., these individuals must meet security clearance requirements and receive one day of orientation prior to initiating services. Health services staff shall provide supervision of such trainees and the Contractor may not include these individuals as an offset to staffing absences, hours lost or vacancies. Supervision of trainees may vary upon the profession and may require direct observation and sign-off of all work performed, if any. These categories of personnel must have liability protection equivalent to that of the Contractor or they may not participate in programming on-site.

Do you intend to utilize students? If so, describe how you will supervise and document their progress.

Background Screening – All Contractor staff shall meet the County background screening requirements. The County will complete all background requests within a reasonable time period. Vendor's personnel shall be subject to the same security guidelines, rules and regulations as the County staff.

State the procedure(s) you use to check work history and criminal backgrounds of your labor force, including all subcontractors, as well as procedures you will use to notify Dane County when future civil or criminal action is taken against an employee. Dane County reserves the right to review all work history and criminal background checks at any time and refuse the right to have a person work in Dane County correctional facilities.

Restriction of Access – Although the Contractor has authority for all hiring and termination, the County may restrict an individual's access to the sites on the basis of security violations validated through Dane County Sheriff's Office investigation. The County will communicate promptly with the Contractor regarding any such situations.

Acknowledge that you understand and will comply with this requirement.

All Contractor employees, independent contractors and subcontractors shall cooperate with the County in any investigation involving inmate or staff conduct.

Acknowledge that you understand and will comply with this requirement.

All contract employees shall be required to wear Sheriff's Office issued ID's at all times.

Acknowledge that you understand and will comply with this requirement.

Compensation and Benefits - Compensation and benefits of the Contractor's personnel shall be established solely by the Contractor. However, the Contractor shall provide the County a summary of salary target hourly/salary rates by position title, salary range for each position with anticipated high and

low salary identified, with the proposal and shall also include a thorough summary of benefits offered. It is the goal of the County to minimize the disruption to and increase retention of current employees who may be retained by the Contractor. The Contractor shall obtain the County approval of each individual initially offered employment during the start-up transition. The rate range and schedule shall be updated not less than annually and submitted to the Jail Administrator and internal DCJ contract monitor. This target rate shall be established as the payback base rate for each employee, independent contractor and subcontractor.

Complete and Submit Attachment G, H and I.

Dress Code – The Contractor shall establish and enforce a dress code for all health and mental health staff, uniformed and those in civilian clothing, that is consistent with the requirements of the County and appropriate to a correctional environment with regard to safety issues as well as appearance.

Please acknowledge that you understand and will comply with this requirement.

Staff Parking, Security Passes, Keys – The County will make available permits for Contractor's staff in the Dane County Parking Ramp. If Contractor chooses to utilize this means of staff parking, Contractor will compensate the County for each permit at the monthly rate paid by County staff. If Contractor terminates an employee, Contractor will make every attempt to do so at the jail location so that any parking passes, keys, or electronic security cards in the possession of the employee are returned to Dane County. Contractor shall pay Dane County the appropriate fee for any parking permits, electronic security passes or keys which Contractor's employees, former employees, or subcontracted employees fail to return to Dane County.

Acknowledge that you understand and will comply with this requirement.

5.3 Job descriptions

The Contractor shall establish written job descriptions that are specific and unique to the DCJ within 90 days of start-up. Initial start-up may include more generic job descriptions; however, these job descriptions shall be modified as appropriate to be specific to the County facilities. These job descriptions shall be approved by the Health Service Administrator and Medical Director as well as the County. Review of these job descriptions shall be at least annual and documentation of this review maintained.

Provide job descriptions for any anticipated positions that you anticipate implementing at start-up. Also, describe your process for tailoring these descriptions to the County and how you anticipate the annual process for reviewing and maintaining site specific job descriptions.

Staff Signatures – Each staff member shall review his/her respective job description and sign the form indicating both familiarity with the job description

and with the expectations of the position. This form shall be maintained in all staff's personnel records and training records. The job description shall be signed annually with the employee's annual performance evaluation. Performance evaluations shall be conducted at least annually for all staff whether full-time or part-time and shall be maintained in the employee's personnel file. The performance evaluation shall be signed by the employee per occurrence annually to demonstrate that the evaluation was conducted and understood.

Describe your process for evaluating employees and communicating expectations.

Post Orders – In addition to job descriptions, the Contractor shall establish post orders for nursing staff and mental health professionals to adequately document detailed assignment expectations per shift per task(s) assigned. These post orders shall be in place within the first 90 days of the Contract.

Provide a sample post order. If none currently exist, indicate “None” and describe how you will meet this requirement.

5.4 Orientation training for health services staff

The County, for security issues, requires orientation training for all of Contractor's, subcontracted, temporary and agency staff. the County plans to offer this training on an as-needed basis.

Health Unit Specific Orientation - It is the responsibility of the Contractor to ensure that all health and mental health staff, whether PRN, part-time or full-time, independent contractors and subcontractors receive orientation by the Contractor to the health care operation within the facilities. Orientation for temporary or agency personnel as well as PRN staff is mandatory as well; however, the program may be modified to one day of training.

The Contractor shall design an orientation program for all staff to the DCJ facilities. The orientation shall include the curricula, hours devoted per topic and the name of the instructor. This orientation is required in addition to on-the-job training by shadowing an existing staff member. While the length of orientation in total is within the discretion of the Contractor based on the needs of the individual, the initial formal orientation shall be established as a firm number of hours/days and the curricula shall be approved by the County in advance of the training.

Describe your process for orienting all staff to the health care operation within the facilities.

Orientation Documentation - The Contractor shall maintain all orientation training documentation and shall ensure that the employee training database is current and accurate. It is the duty of the Contractor to be able to produce current training hours on each staff member upon request and not less than on a monthly basis in a report to the County.

Describe your process for documenting orientation training.

5.5 Credentialing

Requirements - The Contractor shall ensure that all health and mental health professionals are fully credentialed and appropriately licensed/certified/registered according to state and federal laws and regulations. The credentialing process shall include physicians, dentists, psychiatrists, mid-level providers/physician assistants, psychologists, and social workers if applicable. Primary source verification shall be completed and the credentials file shall include documentation regarding employment history, state licensure/renewal, DEA registration, ACLS certification (or BCLS/CPR/AED), evidence of malpractice coverage, medical school training, internship, residency, foreign medical graduate verification, and board eligibility/certification through the American Board of Medical Specialties (ABMS). Contractor shall ensure that the National Practitioner Data Bank is checked for each physician candidate and that the Wisconsin-licensing agency has no findings or censure against the individual. Credentials files shall be complete within 90 days of hire or contract on-site and temporary credentials prior to that time shall minimally include licensure and DEA information as well as evidence of current malpractice insurance. These files are subject to review and inspection by the County upon request and become the property of the County upon contract termination.

What type of qualifications and testing to assure qualification does your company employ when hiring personnel?

Does your company perform customized recruiting or testing? Please attach sample test.

Detail your company's process for verifying credentials and licenses of employees upon hire and thereafter.

Formal Complaints - Any complaints against an individual license shall be reported immediately to the County. Only individuals whose license is in good standing shall be considered. Individuals, whose license is under disciplinary action of any kind, probation or suspension, shall not be acceptable. Physician admitting privileges at local hospitals shall also be investigated to ensure good standing. It is preferable that the Medical Director has staff privileges in at least one local hospital in Madison.

Detail how you will address complaints from Dane County and/or the Dane County Sheriff's Office about the services that you will provide during the course of this contract. Do you have a formalized project? Please provide details.

Proficiency Testing and Competencies - While nurses and psychiatric social workers will not complete a full credentialing process, licenses shall be verified and any disciplinary action delineated. Nurses shall complete a proficiency inventory and be able to demonstrate appropriate techniques in phlebotomy, IV

management, and other appropriate practices.

Describe your proficiency testing and competency process and documentation.

5.6 Continuing education for qualified health services personnel

Continuing Education Units – The Contractor shall provide continuing education activities, on-site to the extent feasible. These activities shall be recognized with Continuing Education Units by the appropriate state licensure agency. Part-time staff shall also receive the same continuing education hours per year. The County will recognize training hours required by the contract and appropriate to the work environment as time worked.

Describe how you will handle and document continuing education.

CPR Certification and AED – All health and mental health direct care providers shall be certified in CPR to include use of the AED equipment. Certification shall be annual or may be biannual depending upon the agency utilized to provide formal certification. The Medical Director should be currently certified in ACLS while other staff shall be current in BCLS.

Does your company provide an in-service training programs for your staff? If so, provide details.

Detail how you will meet the minimal requirements of 7.3.3.2(a)(b)(c) and what on-going training would you provide your personnel that would be assigned to the Dane County Jail.

Training Database – The Contractor shall maintain a comprehensive training database for all employees, independent contractors and subcontractors. This database shall include the staff member's name, title/licensure, whether full-time or part-time, and course title, hours of class time, and date of training. This database shall be maintained by the Contractor as current and provide a monthly report to the Jail Administrator or his designee regarding the status of training hours for all contract staff.

Detail how your company maintains comprehensive records of training for all employees, independent contractors, and subcontractors.

Reference Library – The Contractor shall provide a reference library on-site at the DCJ with sufficient reference materials for both health and mental health professionals. At least five (5) or more common reference books shall be included and a variety of other periodicals or publications. The Contractor shall develop a list of reference materials and submit it to the County for approval. This reference material shall also include professional standards of the NCCHC as well as facility-specific policies and procedures. This library area shall be accessible to all health and mental health staff on all shifts and shall include the minutes of all health-related meetings so that all staff shall have access. Quality improvement documents shall be included as well for ease of staff access

(unless certain confidential materials contained prohibit such open placement).

Describe reference materials that you routinely make available for your staff for professional development?

5.7 Subcontractor agreements

The Contractor shall establish written contract agreements with each subcontractor such as hospitals, ambulatory clinics, physicians' groups, lab, x-ray, dialysis, dental, dental lab, dental/medical/office supplies, etc. A copy of each agreement shall be on-hand by the Health Services Administrator, in the health services unit at DCJ, and shall be available for inspection by the County any time. These subcontracts shall be in place as soon as possible after the start of the contract, not to exceed 90 days.

Describe your process for establishing written contract agreements and maintaining positive and productive relationships with subcontractors such as hospitals, ambulatory clinics, physicians' groups, lab, x-ray, dialysis, dental, dental lab, dental/medical/office supplies, etc.

5.8 Health promotion and disease prevention

5.8.1 Health Education and Promotion

Inmates shall receive essential and basic information about infectious diseases, chronic illnesses, drug abuse, hygiene, fitness and exercise, smoking cessation and other relevant topics from the health services staff. This may be accomplished in a variety of ways including ensuring the availability of educational and instructional pamphlets in the booking area or in other inmate waiting areas such as holding for court, health services unit, and within the housing units. Inmates shall also be provided literature on the Prison Rape Elimination Act (PREA) at the intake screening.

Describe the types of education materials that will be made available for inmates.

5.8.2 Diet

The Contractor shall develop a program for ordering, educating and monitoring special medical diets. These diets shall only be ordered by a provider to include the mid-level providers, physicians and dentist. Therapeutic diets shall be kept to a minimum based on essential clinical need rather than individual preference. Only the Medical Director shall determine the need for a diet related to a self-reported food allergy. In general, inmates shall be instructed on self-care and dietary exchanges to promote the ability to make appropriate choices when returned to the community. The Contractor shall work closely with the County in the development of the special diet and the consultation by a registered dietitian. Should the County need assistance with finding a registered

dietitian to complete biennial reviews of the menus and therapeutic diets, the Contractor shall assist.

Describe your program for ordering, educating and monitoring special medical diets.

5.8.3 Exercise

The Contractor shall develop educational materials for inmates based on medical needs.

Provide sample exercise literature for inmates based on medical need. If none exists, indicate "None".

5.8.4 Personal Hygiene

The County is responsible to provide personal hygiene items to inmates on a regularly occurring basis. These hygiene items minimally include soap, comb, toothbrush, toothpaste, toilet paper and sanitary napkins or tampons for the women. The Contractor is not obligated to provide any hygiene items and is discouraged from ordering special soaps or toothpastes based on inmate preference. Should a clinical need for a special soap be demonstrated, the Contractor shall bear that expense as a medical supply/OTC item.

Describe how you will comply with this requirement.

5.8.5 Use of Tobacco Products

The DCJ system maintains smoke-free facilities and cigarettes or other tobacco products that are contraband into the jails. Health services staff should consider these facilities to be smoke-free and not bring items such as cigarettes or other tobacco products that are contraband into the jails.

Describe how you will monitor staff to ensure these items and others that are considered contraband are not brought into the facility.

5.9 Special needs and services

5.9.1 Special Needs Treatment Plans

Special needs inmates, including chronically ill, those with infectious diseases, mentally ill or mentally retarded/developmentally disabled, frail elderly, terminally ill or disabled physically, are those that the Contractor shall establish a written special needs treatment plan. Either a mid-level provider or physician can develop the treatment plan or, in the case of mental illness, the psychiatric social worker or psychiatrist. When feasible, treatment plans should maintain connections between inmates

and the community agencies that have been or will be serving them.

This special needs treatment plan (for medical issues) shall minimally include information regarding medications, therapeutic diet, specialty appointments and consults, any diagnostic work-up that is ordered, housing assignment disposition, impact on ability to function in general population if any, impact on programming and school, and frequency of follow-up indicated. These treatment plans shall be initiated in conjunction with the health assessment and initial physical examination. Frequency of review and update is based on the orders of the provider and must be specified although the orders may be changed on each visit depending on the clinical presentation of the inmate. In any event, orders shall not be written for duration of longer than 90 days without an encounter with a provider. Standardized forms and format shall be utilized and all materials to enter the health record shall contain the provider's name, title and date (may also include time). The mental health treatment plan for special needs mentally ill patients will be established by the mental health staff with the provisions established by the Chief Psychiatrist and Director of Mental Health.

Describe how you will comply with this requirement and provide a sample of a special treatment plan.

5.9.2 Suicide Prevention

Suicide Prevention Program and Plan - The Contractor shall develop a comprehensive and thorough suicide prevention program that encompasses all aspects and staff training within the detention facilities including security staff, health and mental health staff, and inmates. The program must be approved by the County and shall minimally include the following elements: training (security, health/mental health), identification and assessment, referral, monitoring, housing assignment/placement, communication among all disciplines for one treatment approach by all staff, intervention and notification, reporting and quality improvement review of each gesture or attempt.

Describe your Suicide Prevention Program.

Suicide Plan Contents - The Contractor shall establish a suicide prevention plan that begins with an aggressive early identification program with health, mental health and security staff at the booking process. At-risk individuals shall be identified and referred regardless of current actions or behavior as a preventive step and these at risk individuals shall be defined by a licensed mental health professional, i.e. intoxicated, under the influence of unknown substances, mentally ill, prominent citizen, or first arrest. The admission to jail is one of the highest risk times while others include return from court, receiving a significant sentence, loss of appeal, loss of loved one or loss of children to foster care/adoption, or sexual assault. The Contractor shall take these aspects into consideration in the suicide prevention plan.

Describe your policy and the procedure along with the contents of the Suicide Plan.

Suicide Watch - The suicide prevention guidelines shall clearly identify how a suicide watch is initiated, what the definition of a watch is and the potential levels of observation involved, the process involved in clearing an individual from watch, recommended frequency of observation, staff performing observation, and suggested documentation guidelines for all involved in the process.

Describe your process for initiating suicide watch, evaluating it and how inmates are cleared from precaution.

Utilization Statistics - The Mental Health Supervisor shall produce monthly statistics that provide insight and information regarding the inmate population. A report containing these statistics shall be delivered to the Jail Administrator, and Health Services Lieutenant on a monthly basis. Suicide attempts, gestures and ideation shall be defined and differentiated when reported. The report shall also include statistical information regarding inmate contacts by the PSWs and M.D., and types of mental health diagnoses identified within the inmate population. Additional statistics include inmates on psychotropic medications as a percent of population and in raw numbers, the top five psychiatric medications utilized by price, the top five psychotropic medications utilized by frequency and volume, a total list of the psychotropic medications orders by drug name and dosage with identification of formulary v. non-formulary, indications of continuation of medications from admission v. change of medication to another therapeutic agent. The Director of Mental Health staff will work closely with the pharmacy provider to ensure the monthly availability of this information for review and submission to the County.

Provide a sample report containing statistics as described above.

Psychological Autopsy - Any successful suicide shall receive a specialized mortality review, a "psychological autopsy" of sorts. This quality improvement initiative shall focus on the individual from admission through death and identify key points and reactions. Every effort shall be made to use this opportunity as a learning experience rather than assignment of fault or blame. This "psychological autopsy" shall include a quality improvement / debriefing session chaired by the Director of Mental Health, and shall include at a minimum the mental health staff including Chief Psychiatrist, the Medical Director, Health Services Administrator, and jail staff designated by the Jail Administrator. The purpose of this session would be quality improvement: prevention of future suicides. A similar debriefing and quality improvement meeting should be held whenever there has been a serious suicide attempt.

Please describe what is involved in the psychological autopsy and mortality review following a successful suicide.

5.9.3 Intoxication and Withdrawal

Detox Protocol - The Medical Director shall establish a detoxification protocol or clinical pathway for the on-site treatment of mild to moderate intoxication and/or withdrawal. Individuals in acute withdrawal or frank delirium tremors shall be rejected at the booking station by a RN and referred for immediate inpatient hospital treatment and evaluation. The Medical Director shall develop the detoxification protocol with emphasis on the drugs of choice for the surrounding community and the types of intoxication and withdrawal most commonly encountered in the local jail. Only a mid-level provider or physician can initiate an order for detoxification and legend medication. Medications for detoxification may only be managed by nursing with an appropriate practitioner order (the order may be verbal or telephone).

Please describe your detox protocol for both alcohol and other drugs.

Pregnancy - Pregnant inmates who are entering the stages of withdrawal shall be promptly triaged. The Contractor shall have systems in place to identify the pregnant, high risk inmate upon admission, and for clinical follow-up during incarceration including routine prenatal care and maternal counseling.

Describe your protocols for managing pregnant women entering the stages of withdrawal and throughout their incarceration.

5.9.4 Inmates with Alcohol or Other Drug Problems

The Contractor shall establish a practice for the early identification, assessment, intervention and treatment of inmates with alcohol or drug dependency. While the nursing staff and physician shall handle the intake receiving screening (by a nurse) and the detoxification process (by a physician), the PSW conducting mental health screenings and evaluations in booking shall also work to identify any individual in need of intervention for drug and/or alcohol addiction. Should drug and alcohol addictions be identified, those individuals will then be referred to the AODA counselor. Substance abuse treatment services, although limited, shall be available through an AODA counselor and it is a mental health professional that is responsible to develop the substance abuse treatment plan when appropriate.

Community Linkage - Given the limited length of stay within these jail settings, the greater emphasis is on aftercare planning and referral to community resources for substance abuse treatment services. The community resource manual that the Contractor shall establish for all aftercare planning shall include a component regarding treatment

options available within the local area, particularly for indigent individuals.

Substance Abuse Services - DCJ shall have substance abuse treatment services on-site consisting primarily of screening for identification, assessment, detoxification and aftercare planning.

Describe your process for the early identification, assessment, intervention and treatment of inmates with alcohol or drug dependency.

Describe your plan for aftercare and community linkage.

The Dane County Jail partners with Human Services and a community provider to provide education and counselling on opioid addiction. Our current provider, on occasion, does liver functioning testing and administers the first injection of Vivitrol. Please describe your experience in administering Vivitrol and your willingness to continue to provide this service.

5.9.5 Sexual Assault

Reported at Intake - If an inmate identifies to the RN doing the receiving screening at intake that s/he has been sexually assaulted prior to admission to the jail, the inmate shall be referred immediately to a DCJ law enforcement officer for nexus to the proper local investigative agency. Upon admission to the jail, either before or after the sexual assault criminal investigation has been conducted, the Contractor will be responsible for providing initial treatment for communicable disease and/or pregnancy, screening for HIV, Hepatitis B and Hepatitis C, a mental health component for initial crisis intervention, and required follow up care. Contractor shall be in compliance with the Prison Rape Elimination Act (PREA).

Describe how you will comply with this requirement. Further, the intake process has been customized to include questions relating to victimization for PREA compliance. What is your willingness to customize intake screening to meet the needs of the Sheriff's Office.

Reported During Incarceration - The same guidelines shall apply for an alleged sexual assault occurring during incarceration. There shall be an immediate referral to a RN, mid-level provider or physician. The Contractor shall ensure that the incident is documented fully as delineated by the jail and that the situation is reported to the County for investigation.

Describe your policy for handling sexual assaults that occur in the jail. What role will your mental health staff play in supporting the victim throughout his/her incarceration.

Evidence Collection and Crisis Intervention - In either situation of pre-booking or during incarceration sexual assault, in no case shall the on-site nursing or medical staff be involved with the collection of physical evidence. Testing of the alleged attacker is subject to state and federal laws and shall not be conducted by Contractor staff, as it is a forensic specimen collection. Follow-up lab testing such as repeat HIV or other infectious disease screening and ongoing mental health counseling shall occur on-site and shall be provided by the Contractor. All post-assault treatments available to the general public, such as "morning after" contraception, shall be made available to the victim.

Describe how you will comply with this requirement.

5.9.6 Prenatal Care

Intake Pregnancy Questioning - Women who are received into the facility shall be questioned during the booking process receiving screening by a RN regarding potential pregnancy and last date of menstruation. If there is the slightest indication that the individual may be pregnant, she is treated as such until she is ruled out through a urine pregnancy test and physical examination/health assessment. Not all women entering through booking or transfer shall receive a urine pregnancy test. Rather, at that time the focus is on the self-reporting and verbal history.

Does your intake screening include pregnancy questioning? If so, describe how you would manage someone who indicates she may be pregnant.

Elements of Prenatal Program - All pregnant women shall receive community standard prenatal care including routine vital signs, urine monitoring, evaluation of fetal progress and size, with prenatal vitamins ordered. A thorough prenatal history shall be obtained and documented as well as patient history regarding prior pregnancies, number of pregnancies v. live births, complications during pregnancy, etc. The pregnant women shall receive their prenatal care through an appropriately qualified and credentialed provider. This provider shall meet one or more of the following qualifications: obstetrician (board certified or board eligible if pending sitting for the board examination after completion of an obstetrics residency), a family practitioner (board certified), a nurse midwife or specially trained obstetrics/prenatal mid-level provider.

5.9.7 Pregnancy Counseling

Family Planning Counseling - Identification of pregnancy shall occur upon intake or prior to the completion of the health assessment process. At that point, the Contractor also shall ensure that any pregnant inmate receives family planning counseling and discussion of options with

regard to the outcome of the pregnancy. Any woman seeking elective abortion services shall be referred through a PSW or the prenatal provider to a clinic to obtain such services through a referral as an indigent. The Contractor is not responsible for the cost of elective abortion nor is the County. Rather, these services may be available through a community social service/family planning organization or self-pay. If the woman elects to continue the pregnancy full term, the prenatal or mental health provider shall ensure that information is available regarding adoption services, foster care or assignment of guardianship responsibilities to a family member or other designee. Women are not allowed to keep the baby within the jail setting.

Describe any family counseling that you provide to pregnant women.

Availability of Contraceptives - Contraceptive is generally not available. The Contractor shall establish medical conditions where contraception may be utilized.

Acknowledge that you understand and will comply with this requirement.

5.9.8 Orthoses, Prostheses, and Other Aids to Impairment

Types of Devices - The Contractor shall provide orthotic or prosthetic devices when the health of the inmate would be otherwise compromised. Such devices may include splints, immobilizers, as well as glasses, or other artificial items to replace an absent body component. Glasses and hearing aids are included as well and shall be the responsibility of the Contractor based upon clinical need as determined by a physician or dentist.

Describe any limitations on orthoses, prostheses, or other aids to impairment that you may not provide. If none, indicate "None".

Vision Screening - Inmates must seek out health services through a sick call or other such request to be evaluated for the need of corrective lenses and the criteria for glasses is based on potential impact on health and ability to function. Individuals may keep the glasses or contacts that they are admitted with but they are responsible to maintain them safely and securely. The Contractor shall not be obligated to provide contact lenses or tinted lenses unless the ophthalmologist determines that the individual is unable to see with corrective lenses and requires contacts or is extremely photosensitive. In the event of contact lenses, the inmate is responsible for cleaning and related solutions, storage, etc.

Describe your processes for conducting basic vision screenings.

Hearing Aids - The Contractor is not required to perform audiology screening on inmates. However, if an inmate is significantly hearing

impaired as to impede his/her ability to function in a general population setting, the inmate shall be referred to health services for evaluation of the need for a hearing aid. The inmate may self-refer, the jail staff inform health services staff, or a referral from another health or mental health provider may initiate the evaluation for hearing aid(s). Initial consideration or replacements of assistive devices for hearing impairment are contingent upon the determination by the Medical Director that the devices are necessary for functioning and to prevent further deterioration.

Describe your processes related to managing hearing impaired individuals.

5.10 Health records

5.10.1 Health Record Format and Contents

Consolidated Health Record - The Contractor shall ensure the maintenance and confidentiality of the health record. All documents related to inmate health care including dental, mental health, consultations, regardless of origin, shall be filed in one consolidated medical record. This record shall contain dividers/tabs that identify sections for ease of filing and retrieval. Format of the medical record shall be standardized and consistent. Instructions regarding the order and sequence of the medical record shall be established and all health staff oriented to the format. All individual clinical encounters and actions shall be documented and filed in the health record. Log sheets for multiple inmates, e.g. sick call log, off-site referral log, emergency log, segregation log, shall be maintained and filed separate from the health records but be easily retrieved.

Describe the standardized format of the medical record and your plan for orienting staff to that format.

The Contractor shall be in compliance with any and all federal requirements pertaining to the Health Care Reform Act and Electronic Medical Records. Vendor will also provide a project manager or other technical support for the implementation of electronic medical records.

Indicate any software requirements to include databases, space needs, and data storage plan. Specify the systems basic architecture and licensing requirements and cost of license fees and maintenance.

Indicate any hardware requirements, to include server requirements and whether VM servers can be utilized.

Does the software operate in a Terminal Server environment? If so, specify needs related to technical support for this component and

provide contact information for any current customers running in a terminal server environment.

Can the software be interfaced to a Records Management System? If so, describe interfacing capabilities.

The County expects the vendor to incorporate existing paper medical records into the electronic medical record. The Vendor shall provide all necessary hardware/software to accomplish this.

Acknowledge that you understand and will comply with this requirement.

Describe your Data Back Up Requirements. Include your back up plans. If on-site storage, the Vendor shall provide Disaster Recovery site backups.

Explain your disaster recovery back up plan. Include policies and procedures and restoration time.

The Functionality of Software shall include:

- Medical intake
- RX Medical/MAR Tracking
- Test Results/X-Rays
- Charting Notes
- Release Form Report Generation

Acknowledge that you understand and will comply with this requirement.

Standardized Forms - Health record forms shall be standardized and specific to the County facilities. The goal is to have demographic information including name, Name Number, date of birth and gender in the same general area on each form for ease of documentation. All entries in the medical record shall include this information as well as the name, title (signature), date and time of the provider making the notation.

Provide a list of forms that will be standardized and specific to the County.

Signature File - The medical records department shall maintain a signature file for all individuals making clinical notations in the medical record. This file shall contain the individual's name, full legal title (profession), licensure, credentials, signature and initials. This serves as a comparison for reviewing the medical records and authenticating entries. All entries shall be legible. If an individual provider utilizes a signature stamp for clarity of reading the name, that individual shall initial with the signature stamp to validate the stamp. The name stamp

may not be utilized by nursing staff or any other provider. If computer entries are utilized for order entry, the system shall ensure security of individual passwords and entry verification/authentication.

Describe how you plan to meet this requirement. If computer entries are utilized for order entry, how will you manage the security of individual passwords and entry verification and authentication.

Establishment of a Medical Record upon Intake - A complete health record shall be established on each and every inmate admitted to the facilities even if the only document contained in the record is the receiving screening completed by a RN during booking, as will be the case in a number of records. Each admission shall be checked for the existence of a prior medical record to ensure continuity of care and availability of prior documentation. Multiple charts for the same individual shall be consolidated into one record. Active records shall be maintained on-site within the facilities and inactive records archived but easy retrievable and accessible. The use of the Name Number (that is the same regardless of admission information, linked to fingerprint identification) shall ensure the consistency of patient identification, rather than the booking number that changes on each admission. Use of the Name Number avoids the duplication of records due to aliases, incorrect dates of birth, inconsistency in self-reported demographic information, etc.

Describe your plan for establishing a medical record at intake and ensuring existing records are match and condensed into one single medical chart.

Documentation Available for Off-Site Encounters - Inmates sent off-site for emergency treatment, inpatient hospitalization, outpatient specialty or diagnostic appointments shall have documentation sent with them in the form of a transfer summary or consult request. If a consult request is utilized, relevant medical record information such as x-ray reports, latest physical examination findings, lab results, may be attached to improve the ability of the consultant to act on full information. Inmates returning from the emergency department should return with at least a disposition and instruction sheet to indicate what actions were taken, orders written, and what treatment performed during the visit. Inmates released from a community inpatient hospital should return with instructions/orders and preferably the detailed discharge summary. If the discharge summary is not available at the time of discharge, it should be forwarded as quickly as possible. Inmates returning from consult appointments should have documentation regarding the findings of the specialist consulted. However, all instructions occurring from off-site encounters are considered recommendations rather than orders and are subject to the review and approval of the Medical Director or his/her designee. All information returned with an inmate from an off-site encounter, inpatient or outpatient, shall be filed within the individual's medical record.

Describe your process for documenting and including off-site encounters and health transfer summaries into the consolidated health record.

5.10.2 Electronic Medical Records (EMR)

Please provide the name of the EMR Software Program that you intend to utilize and the name of the Company the software was acquired from.

Describe the network infrastructure that must be in place to achieve optimum end-to-end system performance:

Describe the number and the type of network connections that will be required and there location so the Dane County Sheriff's Office staff and vendor staff can access the system.

Describe the hardware requirements such as desktops, servers, mobile devices, and peripherals. Detailing who will be responsible for the purchase, installation, and maintenance of each.

Describe the process for the Dane County Sheriff's Office staff to access and retrieve data for reporting purposes.

Identify any EMR system components that will need to be installed on the County network.

The Dane County Sheriff's Office has historical records. Describe if the system has a mechanism for converting and importing this data. If so please describe the method employed.

The Dane County Sheriff's Office records are subject to specific retention requirements. Describe the system to handle record retention requirements.

Describe the general approach which will need to be followed for ensuring continuity of integration, if any interface system is upgraded.

Describe the overall security environment for the system. Explain how security authorizations are managed that enable or restrict access to documents or functions.

Identify integrity features which would enable multiple user groups (e.g., Nurses, Doctors, and Supervisors) to share the system and have access to the same data while maintaining data integrity.

EMR Hardware Specifications – list all hardware required to optimally run the EMR, include specifications. NOTE: The Dane County Sheriff's

Office requires the vendor to provide the computer workstations, printers, scanners, and copiers required to utilize the Health Services System. The computers must meet the Counties Data Center Network requirements and be able to be administered by the Sheriff's Office and the Counties technical staff for the purpose of network and internet connectivity. Users will be provided generic accounts to gain access to the system, outside email, and any other remote systems they require. Once identified and configured these work stations will be the only ones available for use with the Health Services System. No other computers will be permitted access on the network for this purpose. The hardware support will be the responsibility of the vendor while connectivity support will be the responsibility of the Sheriff's Office technical staff. The printer/copier consumables such as toner will be the responsibility of the vendor to provide.

Hardware Components		
Component	Purpose	Quantity

EMR System Implementation – the contractor will be responsible for providing a Health Services System that meets the business functional specifications of the Dane County Sheriff's Office. The System shall include all functionality specified in the contract with Dane County.

Describe your approach for learning the Dane County Sheriff's Office current environment and workflow processes and how you incorporate that knowledge into your implementation program.

EMR Hardware Installation – The Contractor is expected to perform the following services in support of the hardware installation that may be required.

- Perform a site visit and evaluation of the physical environment;
- Deliver a site requirement document that includes a final hardware configuration;
- Assist with the procurement of an required hardware that is not provided under the terms of the contract;
- Configure and install system hardware and operating system software, or assist Dane County technical staff in the configuration and installation of the hardware and software; and
- Test hardware and network connectivity

Describe how you will comply with these requirements.

Describe hardware services to be provided.

Describe your site review process to ensure that the Sheriff's Office facilities are prepared for the installation of the required hardware.

EMR Backfile Scanning and Indexing – The contractor will be responsible for the backfile scanning and indexing of the medical records from the Dane County Sheriff's Office existing Dane County Sheriff's Office medical inmate files. The contractor must demonstrate a comprehensive understanding of the existing data model. This responsibility includes:

- Scanning of all medical records for approximately 1000 active inmates which are currently in jail at Dane County Sheriff's Office.
- Scanning of all historical medical records we are required by law to maintain.
- Indexing the scanned records within the Health Services System so they are matched with the inmate's data record within a searchable system.

Describe your overall backfile scanning approach and methodologies that will be used when implementing an EMP package.

Detail all skill sets and experience of the staff that will be performing that backfile scanning.

5.10.3 EMR Service and Support

The Dane County Sheriff's Office requires a training program for select staff as determined by Jail Administration.

Describe the facilities and equipment that the Dane County Sheriff's Office will need to provide for training purposes.

EMR Documentation – contractor must provide documentation on the system as installed (i.e., not just the contractors base system) including description of all screens, User documentation shall include description of all screens, definition of all fields, and process/workflow steps describing registration, login, etc., for users, data review, and approval; listing and description of all reports.

List and describe all documentation that will be provided, including the formats in which the documentation is available. Insert additional lines as required:

Documentation Summary				
Documentation Summary	Description	Hard Copy (Y/N)	Online (Y/N)	Electronic File Format (S)

List and describe the types of reports available to Dane County Sheriff's Office from the EMR System:

Document Title	Description

Provide samples of the above documentation. To assist in reducing the amount of paperwork in your proposal submission, documentation may be submitted in electronic format on Flash Drive, Jump Drive or CD-ROM.

Describe any Ad-Hoc reporting tool and options available to Dane County.

Indicate whether you coordinate a user group and the purpose it serves.

Describe your process for correcting software defects and installing fixes, and your approach for scheduling such corrections.

5.10.4 Confidentiality of Health Records

Health records are confidential legal documents, thus the Contractor shall develop a process to maintain these records in a safe and secure environment. The preference is that each record is signed in and out to ensure availability and tracking when in use. Multiple providers may need access to the same file on the same day. Control of these records shall be limited to health professionals and preferably to the dedicated medical records staff.

Certain sections of the medical record may be more restrictive regarding release of information criteria and access, i.e. HIV and mental health, for example. The Contractor shall comply with all state and federal guidelines regarding the release of information from a health record. Given the complexity of maintaining medical records, releasing information appropriately and ensuring confidentiality, the Contractor shall develop a Medical Records Manual that encompasses all medical

record policies and procedures regarding filing, format, sections, how to purge a record, multiple volumes, release of information, confidentiality, consent and other key aspects of record management. The Medical Records Manual must be approved by the Dane County Sheriff's official Custodian of Records, and the Jail Administrator or his/her designee.

Describe how you will comply with this requirement.

5.10.5 Sharing of Health Information

Records obtained from external providers for occurrences prior to incarceration or during incarceration shall be filed in the medical record. However, if there is a request for a copy of the record and the request is authorized by the inmate's release of information, the documents obtained from an outside source shall not be provided with the medical record copy. Rather any external documents from hospitals, clinics, etc., must be requested separately and directly from that specific location.

a. Communication - Sometimes it is critical that custody staff be informed of a health or mental health situation so that they may respond appropriately in the event of a crisis, i.e. suicide watch. It is essential that information be shared between health or mental health services and security staff particularly regarding housing restrictions or other limitations in assignments, work or programs. Wisconsin law provides for the sharing of medical information with non-medical personnel if the non-medical personnel are assisting the medical personnel in the care of the patient. The Contractor shall ensure that a system for the sharing of necessary information is in place.

Describe your plan for ensuring that a system for the sharing of necessary information is in place.

b. Restricted Access - Security staff shall not have access to medical records unless on a need to know basis with the authorization of the Jail Administrator. If security staff needs access to a medical record, the review shall include a health records clerk or Health Services management staff to maintain the record and search for relevant entries. Copies of records for corrections purposes should be limited and only authorized by the Jail Administrator.

Describe how you will comply with this requirement.

5.10.6 Availability and Use of Health Records

The health record shall be available to all on-site providers. The use of some system for chart tracking for use on any given day shall be the Contractor's responsibility. If multiple providers require access to the record simultaneously, the Contractor's staff shall be able to locate the record and retrieve it without difficulty.

Describe how you will comply with this requirement.

5.10.7 Transfer of Health Records

Security During Movement - Documents that are forwarded with an inmate to an outside provider or that are sent with an inmate upon transfer shall be sealed in an envelope and delivered by a Deputy Sheriff to the intended party with the seal intact. If a group of individuals are being transported and there are multiple files for one location, they shall be grouped and boxed then sealed. The goal is to restrict access to critical confidential medical record documentation to health providers or those with a legitimate need to know as established by the County.

Acknowledge that you understand and will comply with this requirement.

Exchange of Information - The medical record shall never be sent off-site with an inmate to a hospital or outpatient setting outside of the jurisdiction of the County. Only a relevant summary form or consult may be sent outside of the jail system. For inmates transferring to other correctional jurisdictions such as city, county and state correctional facilities, a transfer summary shall be prepared and forwarded in a confidential manner and the original record shall be retained as inactive in archives for the jail.

Describe how you will comply with this requirement. If you have a standardized format, please include a sample. If none, indicate "None".

5.10.8 Retention of Health Records

Active medical records shall be maintained in the medical record areas within the health services unit/health center. Inactive files and records of individuals no longer incarcerated at the site shall be archived for retention. If the inmate is readmitted, the inactive file shall be retrieved and reactivated to eliminate potential duplication of records. Inactive files shall be retained and managed by the medical records department according to state and federal law regarding the period of retention. Health records involved in litigation shall be retained indefinitely.

Describe your process for archiving records and retrieving them upon re-admission.

5.11 Administrative Meetings and Reports

The Contractor shall ensure that administrative meetings and reports occur and are generated on a regular basis according to contract requirements and professional standards.

- 5.11.1 Staff Meetings – The Contractor shall conduct staff meetings on a regularly scheduled basis at least monthly. Communication of the information shared and exchanged during these staff meetings shall be in place for all shifts through the availability of minutes and participation of shift staff as feasible. Staff meetings shall include all staff to include medical, nursing, mental health, dental and all other professions on-site. Individual disciplines may conduct additional staff meetings but they do not meet this requirement.

Describe how you will comply with this requirement. Submit a sample agenda that includes the format for such meetings. Explain your process for ensuring attendance of all staff on all shifts and how you will ensure adequate coverage for staff attending the meeting.

- 5.11.2 Executive Meetings – The Contractor shall be available on a monthly basis to meet with key individuals designated by the Jail Administrator. The Contractor shall ensure that the Medical Director, Health Services Administrator and Mental Health Director are available at these meetings. Other individuals may participate with the approval of the Jail Administrator, based upon the agenda items identified in advance. At these meetings, jail administrative staff will be briefed by the health services management team regarding current health trends in the inmate population, significant medical cases, special needs inmates, hospitalizations, program activity, and utilization.

Top management personnel, including the Health Services Administrator, Medical Director, Mental Health Director, and Chief Psychiatrist shall be available and comply with requests by the Jail Administrator and/or designee to meet on an as-needed basis to discuss issues pertaining to the Dane County Jail's health services program, individual DCJ inmate health care, inmate grievances, and quality improvement.

Describe how you will comply with this requirement.

- 5.11.3 Off-Site Contractor Meetings – The Health Services Administrator, Medical Director, Director of Nursing and Director of Mental Health are expected to be on-site at the DCJ on a full-time basis except for vacations or other approved absences such as sick leave. The Psychiatrist is expected to be on-site for contractual hours. Any other off-site time for these key management team individuals must be approved in advance by the Jail Administrator's designee. The Contractor shall be responsible to ensure sufficient on-site management coverage at all times. Consideration as "time worked" may be given for these off-site events such as conference and training participation and such approval is within the authority of the Jail Administrator's designee.

Describe how you will ensure adequate on-site coverage for approved absences of the Health Services Administrator, Medical

Director, Director of Nursing, Director of Mental Health and Psychiatrist other than vacations and other approved absences of the such as sick leave.

- 5.11.4 Reports – The Contractor shall provide the County periodic reports delineating utilization statistics on a monthly basis, with year to date information and an annual summary. With the monthly statistical report, the Contractor shall submit information regarding any lawsuits filed during the previous month with the name of the inmate, the reason for the suit, the individuals named, and the date filed.

Time reports indicating hours worked, benefit hours paid, and hours contracted with the resultant variance, if applicable, as identified in the staffing table shall also be submitted by position/discipline, date and shift on a monthly and annual basis. Any hours worked by agency or temporary personnel shall be identified by position title, date and hours worked, and the name of the individual. A monthly vacancy report shall be submitted to the County with the facility, position title, position hours and date the position became unoccupied. With the vacancy report monthly, a list identifying individuals hired or terminated shall be attached and include data regarding position title, shift, individual filling position and position status (full-time, part-time, or PRN). In addition, any independent contractors or subcontractors' staff changes shall be reported.

On a monthly basis, the Contractor shall identify the actual dollars paid out to subcontractors.

The Contractor shall prepare and submit reports according to the needs identified by the County, with the information content and expected frequency of submission approved in advance with jail administration.

Describe in detail your capability for collecting, storing and reporting medical records data.

If a proprietary electronic medical records system is used by or available to the Vendor, detailed information regarding programming language, operating system, required hardware and storage media, accessibility, and file format should be included.

Provide a samples of a periodic report delineating utilization statistics on a monthly basis, with year to date information and an annual summary.

5.12 Policies and procedures

Development and Review - The Contractor shall ensure that comprehensive and thorough policies and procedures exist for all aspects of the health care delivery system. These policies and procedures must be approved by the Health Service Administrator and Medical Director for the Contractor and by the Jail

Administrator and his designee for the County. Each policy and its procedure shall be reviewed regularly on at least an annual basis and documentation of this review shall be in evidence through appropriate dates and signatures. All policies and procedures shall be in compliance with federal and state laws, rules, regulations and guidelines as well as with professional standards of the NCCHC. Each policy and procedure shall cross-reference the NCCHC standards applicable for ease of reference. All health services forms shall be cross-referenced to the applicable policy.

Describe your process for the development and review of Policy and Procedures.

Site Specificity - Policies and procedures as well as related health record forms shall be specific to the unique environment of each of the DCJ facilities. The Contractor is expected to be in compliance with this requirement within 90 days of start-up of this contract to correspond to each and every requirement of NCCHC. Routine updates and training on all policies and procedures shall be provided to health services staff and such information sharing shall be documented and available for inspection. Each new staff member shall be oriented thoroughly to all health-related policies and procedures and documentation of such orientation and training shall be maintained in the employee's (or independent contractor's) personnel and training files. Policy manuals shall be available to all health services staff, independent contractors or subcontractors, at all times in an accessible area.

Describe how you will comply with this requirement. Detail your process for orienting new staff on policy and procedures and the process of documenting such training.

Remain County Property - All policies and procedures, protocols, manuals (such as quality improvement, infirmary, nursing, forms, etc.) shall remain the property of the County at the termination of this contract and shall be available to the County at all times during the contract term and at termination via email, upon request, in Microsoft Word format. The Contractor shall ensure that all policy and procedure manuals throughout the facilities are current with the latest version of the required documents.

Describe how you will comply with this requirement.

5.13 Comprehensive Quality Improvement (CQI) Program

The Contractor shall establish a comprehensive quality improvement program on-site to evaluate and review quality, timeliness and appropriateness of the care provided to the inmate population, with a committee meeting monthly. Results shall be shared on at least a monthly basis with the Quality Improvement Committee, which includes Jail Administrator and internal DCJ compliance monitor, and an annual summary prepared and presented. Efforts shall include all on-site disciplines. County personnel, including the Contract Compliance Officer, shall be participants. The quality improvement activity shall be comprehensive with consideration to risk management and litigation, inmate

complaints and grievances, policy and procedure review, statistical utilization reporting, safety and sanitation issues, infection control (subcommittee activity), seclusion and restraint data, etc.

Describe your Quality Improvement Program and the components of care addressed through this avenue. If none exists, indicate “None” and detail your plan for complying with this requirement.

Plan Components - The Contractor shall develop a quality improvement plan within 90 days of start-up and this plan shall be specific to each DCJ facility. This plan must be approved by the Jail Administrator or his designee. The Medical Director shall serve as the Chair of the quality improvement committee and the committee shall be multidisciplinary to include nursing, dental, mental health and any other on-site services as well as representatives designated by the Jail Administrator, including the Contract Compliance Officer. On-site and off-site aspects of care such as emergency room use, outpatient specialty services and inpatient hospitalization shall be studied in the quality improvement process through the development of indicators. In addition to the inclusion of all disciplines, the Contractor shall be responsible to ensure an on-going review of the various relevant aspects of care for the jail facilities including but not limited to intake nursing, intake mental health, sick call, medication management, Keep On Person (KOP) medication implementation, special housing, mental health housing and special needs services, ancillary services such as lab, x-ray and dialysis, and all sentinel events such as patient deaths, suicides, serious suicide attempts, disasters or major emergencies, etc. Events with high risk, high cost, high volume or problem-prone events shall be included. Infection control, infectious disease management, and occupational health shall also be a part of the quality improvement initiative. Patient satisfaction surveys should be completed at least four times per year, one each quarter, on a relevant topic of importance to the inmate population. The quality improvement committee shall evaluate inmate complaints, grievances, family inquiries and legal inquiries on a routine basis. This process must include a face-to-face component for dispute resolution with the inmate population as appropriate to the complaint. Other aspects of care may be shared in writing, i.e. answers to questions regarding follow-up care, prosthetics, etc. While one or more individuals may be designated as responsible for the overall quality improvement initiative, efforts shall include line-level staff from various shifts and disciplines to ensure participation and buy-in throughout the health and mental health services operation. All Contractor staff and independent contractors and subcontractors shall receive orientation to the quality improvement process and annual training review.

While the quality improvement process may include retrospective chart audits for presence/absence of essential documentation as well as completeness of documentation, the committee efforts shall include a review of processes, systems and care for the clinical outcomes of care and patient impact. Significant findings shall include an implementation component for staff familiarity with the process and outcomes as well as training regarding any corrective actions or process changes.

Provide a sample of a Patient satisfaction survey. Describe your process for evaluating inmate complaints, grievances, family inquiries and legal inquiries. Describe outcomes of care and patient impact studies that have resulted from your established CQI Program.

Peer Review and Supervision - Professional supervision shall be included as an aspect of care for the quality improvement program. The Medical Director shall receive peer review by a designated physician from the parent company on an annual basis and shall provide that same peer review for the staff physician(s) annually. The information to be gathered and the format of that documentation shall be provided to the County; however, the peer review documents themselves, specific to the individual, are to remain a confidential component of the quality improvement process. The Medical Director and staff physician(s) shall be responsible to review the documentation and case management of the mid-level providers on a quarterly basis to include representative charts from intake, physical exams, sick call, chronic disease management, and infirmary care. The Director of Mental Health shall be responsible to review the documentation of the Mental Health Psychiatric Social Workers on a quarterly basis to review representative charts for intake, crisis intervention, suicide prevention, treatment planning, housing and special needs management and aftercare planning. The Director of Nursing shall be responsible to review the documentation of nursing and paraprofessional personnel used to assist nursing. Review shall include medication and pharmacy documentation, sick call, wellness rounds and screening, or other relevant work components for nursing staff. The comprehensive quality improvement policy and procedure shall describe the supervision aspects fully and in detail and shall be subject to approval by the County.

Describe your process for PEER Review and Supervision. Provide a sample of what information is gathered and the format of that documentation.

5.14 Emergency plan

The Contractor shall ensure that a current and up-to-date emergency plan, specific to the DCJ be developed and implemented within the initial 30 days of the contract start-up. All staff shall be oriented and trained regarding the aspects of the emergency plan. Emergency drills shall be conducted on a quarterly basis at the DCJ, and include representation of all shifts at the various locations. The emergency plan shall be coordinated with the facilities' emergency response plans for consistency. The emergency plan shall include the capability to conduct an annual disaster drill that involves local Emergency Medical Service (EMS), hospital, ambulance and other notification for participation.

The emergency plan shall include minor and major equipment involvement, availability and storage of supplies, oxygen, suction, backboards, wheelchairs, etc. Evacuation criteria shall be included as well. The emergency plan shall also include how patients will be categorized and classified, what areas will be used for patient stabilization for transport, emergency call-back numbers for all staff and who is delegated to make these contacts, notice to local ambulance

and emergency services, and a back-up plan for the delivery of health services should existing facilities be unavailable or inaccessible shall be included in the plan by the Contractor.

Provide a sample of an emergency plan and describe how staff shall be oriented and trained on the emergency plan. Describe your experience in writing , implementing and evaluating emergency plans and how you will engage outside providers to include EMS and areas hospitals.

Emergency Drills - The quarterly emergency drills shall be inmate or staff-specific and situational to the jail setting, i.e. emergency response to inmate identified hanging, emergency response to staff injury in kitchen, emergency response with Automatic External Defibrillator (AED) to the visiting area, etc. The disaster drill shall be geared to a manmade or natural disaster of large scale proportions, e.g. tornado, arson, bomb, power or water outage, mass arrest, etc. This drill shall include various community participants, jail security and health care staff.

Describe how your will comply with this requirement.

On-Call Availability - Physician coverage shall be available through an on-call system a telephone, cell phone or other appropriate electronic communication device. A primary care physician shall be on-call around the clock. Response time is expected to be less than 20 minutes. If the RN on duty assesses the inmate and determines the need for life-saving, emergency intervention in the local emergency room or urgent care center, the RN shall have the authority to send the inmate out and contact the physician on-call afterwards to relay the information. Each situation shall be assessed retrospectively by the Medical Director and Director of Nursing to determine the appropriateness of the assessment and to evaluate whether any additional training may be indicated or any other follow-up action necessary.

Describe your policy and procedure related to on call services and evaluating an RNs decision to immediately activate EMS prior to consulting the physician.

5.15 Communication regarding special needs patients

Open Communication - The Contractor shall ensure timely and accurate communication with jail staff regarding any inmate with special needs and the impact of those special conditions on admission to the jail, housing and placement, work/school/program assignments, disciplinary actions, transfers among the facilities and release/aftercare planning. Special needs inmates include those individuals with communicable diseases, chronic debilitating illnesses, the physically handicapped, mentally handicapped and developmentally disabled, frail elderly inmates, mentally ill inmates and pregnant inmates. The Contractor shall develop a formal process for review of and communication regarding these special needs individuals. Special needs treatment plans shall be developed in conjunction with the admission physical.

Transfer to another jurisdiction shall require the completion of a transfer summary by the health care staff to ensure continuity of care and sharing of information.

The Sheriff's Office conducts weekly multi-disciplinary team meetings to discuss special needs inmates, including those in restrictive housing. The medical and mental health staff are required to evaluate inmates prior to placement in restrictive housing and make recommendations for housing. Describe how you will communicate with the Sheriff's Office regarding special needs inmates and your involvement in evaluation and making housing recommendation for Special needs inmates including those in restrictive housing.

Describe your experience leading, participating, and documenting in multi-disciplinary meetings regarding special needs inmates.

Case Conferences - Inmates identified as special needs will be discussed, at a minimum, at the monthly meeting with Human Service's contracted community mental health provider to facilitate a multi-disciplinary approach for communicating and collaborating among the professions regarding a consistent treatment approach for a specific challenging individual. Additional case management meetings may be called by the Contractor, Jail Administration, or community team as needed. In such cases the case review should be scheduled within three business days to foster timely discussions. Jail Administration may designate security staff, program staff or other County employees to participate. The Contractor shall cooperate and chair such special needs case conferences.

Describe your experience in leading case conferences and engaging community partners to facilitate continuity of care.

5.16 Notification in emergencies

The Contractor shall work with the County to ensure sharing of appropriate information in the event of a serious injury, illness or death of an inmate. If a life-threatening illness or surgery requiring hospitalization occurs, the Contractor shall notify the Jail Administrator's designee so that the necessary family, legal guardian or other representative/next of kin may be notified. The County shall make such notification or may designate a chaplain, program staff person or other individual to actually carry out the notification.

Describe your policy and procedure for communicating significant events or concerns with jail staff and Jail Administration in the event of a serious injury, illness, or death of an inmate. Describe your notification process to corporate headquarters, the review triggered by such events and how that will be communicated to Jail Administration.

5.17 Procedure in the event of an inmate death

In the event of an inmate death, either in the DCJ or in an outside hospital, the Contractor shall immediately notify the County. The Contractor shall cooperate

with the County in the development of a procedure for full notification within County offices in such a situation. The County will then notify the appropriate individuals within the government hierarchy and the family or next of kin as designated. Contractor shall cooperate with the County in the event of a medical examiner inquest or autopsy/postmortem request.

The Contractor shall conduct a mortality review within 30 days of any inmate death, regardless of the location of the death. The Contractor's Medical Director shall coordinate the mortality review and each individual practitioner who had contact with the individual during the final events surrounding the death shall participate in interviews regarding the circumstances surrounding the death. The Jail Administrator may designate the County representative(s) to participate in the mortality review. The Contractor shall track all deaths and maintain a database as to demographics and cause of death. The mortality review is a component of the quality improvement plan and shall be utilized by the Contractor to improve responsiveness or services as appropriate.

Describe your mortality review process and how it is evaluated utilized as part of the CQI Program.

5.18 Complaints/grievance mechanism

Inmate grievances, complaints and inquiries must be responded to in a formal manner by the vendor's Health Services Administrator or designee within ten (10) working days of receipt of the grievance. Any inquiries or complaints by family members, lawyers, or other interested parties such as advocacy groups shall be responded to utilizing the same procedure and timelines. In addition, Inmate complaints/grievances and complaints by other entities and corresponding response shall be filed in a designated section of the medical record. A copy shall be maintained in an inmate-specific correspondence file for ease of retrieval. Inmate grievances/complaints related to health or mental health services shall be reviewed routinely and discussed during the quality improvement committee meeting. Complaints shall be categorized and classified according to demographics, housing location, nature of the complaint, etc. and a database maintained and reviewed to determine any patterns or problematic issues.

Describe how you will comply with this requirement.

Detail how you will address internal complaints from Sheriff's Office staff about services you provide during the course of this contract. Do you have a formalized process for accepting and responding to such complaints? Please provide details. In addition, describe how you will utilize the grievance process to identify, analyze and evaluate grievances as part of your continuous quality improvement process.

5.19 Equipment specification requirements

The County provides basic examination space, related utilities and telephone service, and existing medical equipment. The Contractor shall secure and

provide any additional necessary equipment, to include office equipment. Office equipment purchased by the contractor cannot not be connected to Dane County's network. The Contractor shall provide office and medical supplies including dental supplies, medical records, books, and periodicals. The County may purchase medical equipment on a limited basis, subject to available funding and approval. Should the County agree to such a purchase, the Contractor will be required to provide not less than three quotes.

Detail your equipment maintenance policies and agreements, include the expected turnaround times for service, including an acceleration plan.

Describe the lifecycle and replacement plan for the Vendor provided equipment.

Provide the age and condition of the diagnostic imaging equipment that you will utilize. If you will utilize a contracted service, please specify such.

5.20 Infection control program

The Contractor shall establish a comprehensive infection control program that includes monitoring and case management of inmates with infectious diseases such as HIV, TB, HCV, HBV, MRSA, and sexually transmitted diseases such as gonorrhea, chlamydia, syphilis, herpes, etc. HIV counseling shall be consistent with the guidelines of the Centers for Disease Control (CDC) and state health department. An individual staff member shall be designated by the Contractor as responsible for the monitoring of infectious diseases and the reporting to the state health department as required. This individual shall be responsible to ensure that intake screening is carried out appropriately with questions relevant to infectious disease, that inmates are identified and treatment plans established, that inmates are followed through chronic/communicable disease clinics with consistent diagnostic testing and treatment consistent with community standards.

Program Components - This program, developed in collaboration with the County, shall include necessary training for health services and security personnel on infectious disease control and prevention, precautions and appropriate use of personal protective equipment such as hepa-masks. This program shall also include standards for biohazardous waste disposal, infection control practices for equipment management, and availability and accessibility of appropriate protective gear.

Tuberculosis Testing - TB screening of inmates shall be carried out at intake by a registered nurse through a symptom check with the admission process. Any individual identified as symptomatic consistent with TB shall be placed in negative pressure respiratory isolation (hospitalized) and the on-call physician shall be contacted immediately for orders. Asymptomatic individuals shall receive the Mantoux skin test during the completion of the physical examination. Inmates identified as having a past positive skin test shall be evaluated via the use of a chest x-ray.

Inmates are not required to receive Hepatitis B vaccination unless the individual has been started on the series and would receive the following injections during incarceration.

Describe how you would implement a comprehensive infection control program that monitors and addresses incidence of infections, communicable diseases, and prevents the spread of such diseases.

Identify who or what position will be designated to monitor infectious diseases, report to the state health department as required, and monitor screening to ensure inmates are identified, treatment plans are established and that inmates are followed through chronic/communicable disease clinics with consistent diagnostic testing and treatment consistent with community standards.

Identify your process for screening and administering testing for Tuberculosis.

b. Committee - The infection control program shall be coordinated by a designee of the Contractor and shall be considered a component of the quality improvement committee. Sentinel events involving infectious disease or control issues shall be reported to the quality improvement committee and reported to the County immediately per occurrence. An infection control committee shall be established to include representatives from security, medical, nursing, dental, Facilities Management, and the Safety Officer. All activities of this committee shall be reported through the quality improvement program to the County.

Describe your infectious Control Program, its components and response to sentinel events, Identify the program coordinator and the process for immediate notification to the County.

5.21 Staff vaccination

Health services staff and Sheriff's Office staff shall be tested annually (or more often if deemed appropriate by the County) for tuberculosis exposure. TB screening shall be accomplished using the one-step PPD/Mantoux skin test. The Contractor shall maintain all documentation of health service staff testing and shall coordinate documentation with the County for the security staff.

Describe how you will comply with this requirement.

5.22 Environmental health and safety

The Contractor shall participate with the County in the inspections of all jail areas for safety and sanitation. These inspections shall be carried out on a monthly basis and include a standardized inspection tool. Monthly reports to the County and to the quality improvement committee, through the infection control subcommittee, shall be made with any recommendations for corrective action or improvement. These inspections shall be conducted by the infection control

designee among the health services staff and shall include housing, program area, work and assignment areas, intake, laundry, health services areas including special housing and the kitchen. Each component of the inspection shall be detailed.

The Contractor shall provide all biohazard waste containers and supplies consistent with federal guidelines and Occupational Health and Safety Administration (OSHA). The health services staff shall be responsible for the collection and safe storage of any biohazard waste with the storage area to be locked and the disposal frequent enough to minimize the need for storage capacity. The Contractor shall establish a contract for such waste disposal and ensure timely pick-up of wastes.

Describe how you will comply with this requirement and provide a sample of a safety and sanitation report form.

Describe your process for handling, storing, and disposing of bio-hazard material.

5.23 Kitchen sanitation and food handlers

The Contractor shall participate with the County in the monitoring of all food services areas including food preparation, storage and cleaning areas. Staff in food services, employees and inmates, should be trained appropriately regarding cleanliness, infection control, inspections, sanitation, etc. and the health services staff shall participate in the training and monitoring.

Describe any training programs you have for inmates in kitchen sanitation and food handling. If none exist, indicate "None" and describe your plan for complying with this requirement.

5.24 Ectoparasite control

The Contractor shall establish guidelines and protocols for the prevention, identification and treatment of ectoparasites such as pediculosis and scabies.

Describe your process for identifying infected individuals through the intake screening process and at other times during the individual's incarceration for the potential presence of ectoparasites.

Describe your policy and procedures for ectoparasite treatment of individuals, exposed individuals, and clothing and bedding.

5.25 First-Aid supplies

The Contractor, in conjunction with the County, shall provide and establish standardized contents and inspection procedures for first-aid supply kits throughout the facilities for staff access. The Contractor shall determine, with the cooperation of the County, the locations, numbers, and documentation guidelines for the first-aid kits. The kits shall be placed for ease of access. The

Contractor's staff shall be responsible re-supplying the kits following use and for checking the containers on a monthly basis as part of the Health and Sanitation Inspection. Such inspection shall include monitoring dates of items included in the kits and replenishing supplies as needed. The Contractor shall work with the County to define the policy and procedure surrounding the use, documentation and timely replenishment of the first-aid supplies.

Describe how you will comply with this requirement.

5.26 Training for Sheriff's Deputies

The Contractor shall participate with the County in the provision of required training for security/custody staff. The County is responsible to define the number of hours of training and the frequency; however, the Contractor shall provide certain elements of the health-related training not already provided through the Sheriff's Office Training Bureau.

Health-related training for custody staff shall minimally include first aid and CPR (with the AED component included), suicide prevention, signs and symptoms of mental illness, chemical dependency/detoxification, acute and chronic illnesses and infectious diseases such as HIV, Hepatitis B and C and Tuberculosis.

Describe any training programs you currently provide for custody staff at contracted sites.

5.27 Medication administration training

Licensed nursing personnel shall carry out medication administration at the Dane County Jail. Any security staff that is involved in the distribution of legend medication shall receive a training session from the Contractor with the curriculum developed and approved in advance by the County. Documentation guidelines are a critical component of this training. Nursing staff shall be contacted should any security staff member have a question about medication distribution and management.

Wisconsin DOC 350 requires that annual documented training be provided to jail staff that deliver medications. While medication administration is the primary responsibility of the provider, jail staff are called upon to assist with medication administration and monitor inmates self-administer medication at the Ferris Center.

Describe how you will meet this requirement.

5.28 Inmate workers

Inmates shall not be utilized in any capacity within the health services operation other than maintenance and housekeeping. Even these activities shall be closely supervised in areas of patient confidentiality. The Contractor shall ensure that proper training is available to inmates should they be utilized to clean areas of biohazardous waste or spills. Inmates shall be properly instructed in

these situations and shall be provided with appropriate personal protective equipment.

Describe your training program for instructing inmates on cleaning areas of biohazardous waste or spills and necessary precautions. If you currently do not provide inmate training, describe how you will meet this requirement.

5.29 Pharmaceuticals

Pharmacy Services - The Contractor shall ensure the availability of pharmacy services sufficient to meet the needs of the inmate populations assigned to these County facilities. At present, an off-site vendor sub-contracted by the jail's health services provider supplies medications shipped to the DCJ on a daily basis. Vendors submitting proposals pursuant to this RFP should include their plan for providing pharmaceuticals to the Dane County Jail in the most cost-effective and reliable manner available. Proposed sub-contracts with pharmaceutical providers should include complete information regarding the pharmaceutical provider, such as corporate history, references, past litigation, etc. The Contractor shall comply with all applicable state and federal laws, rules, regulations and guidelines regarding the management of pharmacy operations.

Describe your plan for providing for providing pharmaceuticals to the Dane County Jail in the most cost-effective and reliable manner available.

Pharmacy Consultant and Inspections - A consultant pharmacist, or designee, paid for by the Contractor shall conduct inspections on a monthly basis for the first year of the contract and not less than quarterly thereafter. This inspection shall be standardized and include aspects of pharmacy from the point of order entry, through dispensing, administration/distribution and documentation. The pharmacist shall inspect all areas where medications, whether legend drugs or Over-the-Counter (OTC) products, are stored and maintained at the DCJ. The inspection shall cover other aspects of pharmaceutical management such as storage conditions, security, disposal practices, return of unused medications and documentation of inventory management for stock medications, psychotropic medication and controlled substances. Security aspects such as double locking of controlled substances shall be included. Physical issues such as light, ventilation, temperature overall, moisture, refrigerator use and temperature shall be included as well. This pharmacist shall generate a professionally prepared, legible report from each inspection, and the Contractor shall then develop a response with a plan of corrective action for any problematic areas. These complete reports shall then be delivered by the Health Services Administrator to the Jail Administrator and internal DCJ contract monitor. The Contractor shall ensure timely follow-up and resolution of all outstanding pharmacy management issues as a high priority. Any problem identified on a monthly pharmacy inspection report must be resolved prior to the next routine inspection. It is critical that the pharmacy operations comply with appropriate local, state and federal guidelines with regard to storage, maintenance, security, documentation, etc., regarding pharmaceuticals.

Describe your process for notifying the County of problems identified as part of the monthly inspection report.

OTC Stock - The Contractor shall establish a stock supply of commonly utilized medications (OTC, legend and controlled substances) for administration to inmates prior to receipt of their actual patient-specific prescription. This stock shall be managed and maintained in a safe and secure environment with a perpetual inventory tracking system to ensure accountability. These stock medications shall be determined by the Medical Director and Director of Nursing with the approval of the County (and the state pharmacy board if necessary). Volume shall be monitored closely to ensure that no medications are being diverted.

Describe how you will comply with this requirement.

Stock Medications - This stock supply shall include emergency drugs for the emergency supplies as determined by the Medical Director. Additionally, stock shall include items for poison control, antidote and overdose management, again determined by the Medical Director. All staff that work with medications shall be oriented fully to pharmacy procedures and to poison control numbers. These numbers shall be posted conspicuously in medication areas and in the infirmary and intake areas.

Describe how you will comply with this requirement.

Formulary - The Contractor shall establish a formulary of legend drugs for use within the facilities. This formulary must meet with the approval of the Jail Administrator or his designee and must be current with community standards of practice within managed care environments. A comprehensive policy and procedure shall describe the use of the formulary and procedures for non-formulary approval. It shall be the responsibility of the on-site Medical Director to approve or deny any non-formulary request including psychotropic medications. The Contractor shall submit a draft formulary with their proposal.

A formulary for OTC products shall also be established and shall coordinate with the use of approved nursing protocols for minor, self-limiting illnesses among the inmate population. Again, a non-formulary process shall be established for any such request for an OTC product not identified as formulary.

Submit a sample medication formulary.

Pharmacy and Therapeutics Committee – The Contractor shall establish a quarterly Pharmacy and Therapeutics Committee meeting to include review of the formulary and non-formulary usage, provider prescribing practices, drug utilization review, educational information, drug costs and other relevant topics to pharmacy operations. The Medical Director and Contract Compliance Officer shall participate, and the consulting pharmacist shall chair the committee. All providers on-site shall participate and the meeting is mandatory.

Describe how you will comply with this requirement. Describe your process for making formulary exceptions.

Medication Administration and Distribution - Medications may be administered to the inmate population by nursing personnel or may be Keep on Person (KOP) by the inmates depending upon the medications involved and the assigned housing unit. No controlled substances, TB, HIV or psychoactive medications shall be KOP but rather shall be administered on a dose-by-dose basis by licensed nursing staff. There may be occasional exceptions to this requirement at the William H. Ferris, Jr., Huber Work Release Facility due to the limited nursing coverage. KOP medications shall be monitored within the population and the Contractor shall work with the County on implementation of the process, the availability of locks for the inmates to secure their medications, and the training of security staff regarding search and seizure situations. Security staff will contact a designated health service staff member regarding any questions about inmate medication during admission or during a subsequent search. Inmates in disciplinary settings will not be allowed KOP medications unless approved by the jail administration. It is expected that items of a critical and emergent nature such as nitroglycerin or an inhaler will be allowed KOP. Restriction of such medication to a request basis from security will be extremely limited and handled on a case-by-case basis.

Describe how you will comply with this requirement.

Disposal/Destruction of Medications - The Contractor shall establish a formal process, in concert with state and federal laws, regarding the destruction or disposal of medications including patient-specific dispensed medications, stock medications, controlled substances (whether stock or dispensed), and psychotropic medications. Medications shall be purged routinely so that the on-site quantity does not build up. Documentation of all destruction and disposal shall be complete, thorough and available for review upon request.

Describe your process for the disposal/destruction of medication and provide sample documentation.

Safety of Storage - The Contractor shall ensure that all medications are maintained in a safe and secure manner and that counts of controlled substances occur on a per-shift basis by the oncoming and off-going nurses together. Counts shall be conducted with two personnel at all times. Any waste shall be documented appropriately. Controlled substance stock shall be managed and documented appropriately with no cross-outs, whiteouts, etc. The pharmacist conducting the routine inspections shall monitor this documentation for completeness and accuracy as shall the charge nurse or nursing supervisor and Director of Nursing as these aspects are critical to the performance evaluations and ongoing supervision of nurses managing these medications.

Describe your process for maintaining the security of controlled substances.

Sharps Management and Inventory - All syringes and sharps shall be stored and

managed in a safe and secure environment with double-lock. These items shall be counted per shift and require the participation of two nursing staff. Dental sharps may be managed by the Dentist and Dental Assistant; however, the same counting requirement applies for dental instruments, needles, etc. All staff utilizing sharps shall maintain a perpetual inventory or checklist of which the items were used for during their shift.

Describe your process for sharps management and inventory.

Intake Medications - The Contractor shall establish a policy and procedure for the handling of medications coming into the facilities with inmates upon intake. If utilized in any way for that specific individual inmate, a nurse must verify that the medication received is the medication described/prescribed. Every effort shall be made to verify existing orders from outside sources if the inmate comes in with a current medication prescription. If not utilized, these medications shall be seized upon admission and stored with the individual's property until release. Inmates arriving at intake who are currently on psychoactive drugs shall be continued on the same medications as verified, even if non-formulary, until such time as seen by the psychiatrist and evaluated for a change to a formulary medication. A non-formulary request shall be completed in the event of the intake continuation of a verified community prescription that is not on the current formulary.

Describe how you will comply with this requirement.

Order Procedures - The Contractor shall ensure that medications are only administered according to a legitimate order by a practitioner including physician, psychiatrist, mid-level provider or dentist and are received by the inmate within 24 hours of the order initiation. Protocols for legend drugs to be administered by nursing personnel are acceptable and may require a telephone order by a licensed provider. The Contractor shall ensure that all telephone or verbal orders are countersigned within the time allotted by law within Wisconsin. Nursing may distribute OTC medications in accordance with approved nursing protocols.

Describe how you will comply with this requirement.

Dispensing Guidelines - Given the short length of stay in general, it is preferred that the Contractor not dispense more than a two-week supply of medications, e.g. not a full month blister card. Blister pack packaging is the preferred method of packaging due to familiarity with that process. However, liquid medications, particularly psychotropic medication and controlled substances, shall be made available upon the order of the Medical Director in specific cases such as an individual with wired jaws or a history of stockpiling medications. Any change from blister pack would require the approval of the County. Reuse of medications by the pharmacy shall be within applicable state and federal laws.

Describe your dispensing guidelines and whether you intend to utilize patient specific medications.

Discharge Medications - The Contractor shall establish a policy and procedure for the management of legend medications upon inmate discharge. If the Contractor is aware of the inmate's pending release and the medications are maintained by nursing, the inmate shall be given at least a three-day supply upon release to ensure continuity for follow-up care. This supply shall be given in a child-proof bottle. The jail physician may consider writing a 30-day prescription and placing in the inmate's property so upon release the inmate may fill the prescription. Vendors will be required to submit, with their proposals, their plan for providing discharge medications, and their plan for linking discharged inmates with community services. Insulin and syringes for insulin-dependent diabetics may be given in a three-day supply. The Contractor shall provide for continuity of care and to avoid disruption of prescribed medications, particularly those life-sustaining or for chronic illness management. The duration of release medications will be negotiated. The contractor shall also provide access to medication profiles for viewing and printing purposes.

Describe how you will comply with this requirement.

Order Automation - If at all possible, the Contractor shall automate the process for ordering medications, noting by nursing and transmission to the pharmacy. Orders may be faxed to the pharmacy if necessary but the goal is to minimize the amount of work by nursing staff required to process the order to the pharmacy.

It is the County's goal to minimize delays in the administration of prescribed medication to inmates. Once a valid prescription has been verified, describe your process for ordering medications, how they will be delivered to the jail, and anticipated timeframe.

Medication Delivery - Medications delivered to the facilities shall be secured/sealed and any tampering must be clearly visible. The delivery may be by courier or by formal delivery service such as FedEx, UPS, etc. If the packages are opened by security at all upon delivery, a nurse shall be present as well. All deliveries shall include a detailed manifest for ease of check-off by nursing as to orders placed vs. orders received. Any medications not included shall be clearly identified with a reason for the absence and an expected delivery time.

Describe how you will comply with this requirement.

Pharmacist Availability - A pharmacist shall be available to the providers if a question arises about medication or the choice of medication. The health services pharmacy component shall provide for an on-call pharmacist capability for this purpose and shall designate a particular individual pharmacy for contact during pharmacy off-hours.

Describe how you will comply with this requirement.

Statistical Reporting - The Contractor shall provide monthly statistics with year-to-date information and an annual summary regarding pharmaceutical utilization as specified by the County. Information included shall minimally consist of: the

top ten drugs prescribed by cost and frequency and for psychotropic medication and HIV separately, the prescriptions filled – new and refill, the doses dispensed and the ability to sort by medication category or provider to prescribing patterns for evaluation. Drug utilization review shall also be included and become a part of the Pharmacy and Therapeutics Committee that additionally includes an educational component on at least a quarterly basis.

Describe how you will comply with this requirement and provide a sample report.

5.30 Clinic Space, Equipment, and Supplies

Medical Equipment - The County provides basic examination space, related utilities and telephone service, and existing medical equipment. The Contractor shall secure and provide any additional necessary office equipment such as fax machines, computers, printers, copy machines or other office equipment. Office equipment purchased by the contractor shall not be connected to Dane County's network without authorization by the County. The Contractor shall provide office and medical supplies including dental supplies, medical records, books, and periodicals. The Contractor may request other medical equipment but availability depends upon County equipment budget. However, should the County agree to the need for a specific item of medical equipment, the Contractor will be approved to purchase the equipment, showing that not less than three prices were obtained, and the County will reimburse the Contractor through an adjustment to the monthly billing and payment. Furniture will be provided by the County unless unavailable and then the Contractor may seek approval from the County for purchase. Any items purchased for the health services areas with the County's approval and reimbursed by the County will remain the County's property at the termination of the contract regardless of when that termination occurs or who initiates termination if applicable. Any office equipment provided by the Contractor shall be first offered to the County for purchase, at the depreciated price, at the termination of the contract. However, all documentation maintained on this office equipment is the property of the County and shall be downloaded into files and provided to the County to ensure continuity of care and availability of information should termination occur. All policies and procedures, manuals, forms and computer information becomes the property of the County upon termination.

Acknowledge that you understand and will comply with this requirement.

Handwashing Facilities - If handwashing facilities are not available in all patient contact areas, then the Contractor shall ensure the availability of products for staff use in disinfecting and cleaning hands, materials that are used without water. Supplies shall be maintained in an orderly fashion and cardboard boxes shall not be placed directly on the floor. Shelves will be labeled and organized with items separated by use. Sufficient on-site supplies shall be maintained within the facilities to ensure appropriate availability for inmate treatment and staff use. Par and reorder levels shall be identified for all materials management – medical, dental and office supplies as well as durable equipment.

Describe how you will comply with this requirement.

Security Gloves - Gloves for security use will remain the responsibility of the County. If the County elects to have the Contractor provide these supplies, the Contractor will be reimbursed accordingly through the monthly payment process. Gloves for health services staff use shall be provided by the contractor and be readily available in multiple sizes for appropriate fit.

Acknowledge that you understand and will comply with this requirement.

5.31 Diagnostic services

Laboratory Services - The Contractor shall ensure the availability of laboratory, x-ray and EKG diagnostic services on-site within the facilities. With regard to lab services, the Contractor shall be responsible for all lab services including requisitions, supplies, and results reporting. On-site lab tests shall be completed to the extent possible without the need for a medical technologist. Off-site lab services shall be contracted by the Contractor and include all routine and reference tests. Stat lab services shall be available with a two-hour turnaround time. In the event that the results are not available within the proscribed two-hour window, the on-call or site physician shall make the determination as to whether the inmate should be taken off-site to a local hospital. If the lab contract is unable to accomplish the stat two-hour requirement, the Contractor shall secure such services through a local lab or hospital, meeting all CLIA requirements, within the vicinity. Basic CLIA-exempt/waiver lab results shall be available on-site within approximately 24 hours and be printed out on a printer provided by the lab company.

Describe what lab services you anticipate will be available on-site and how you will comply with the requirements of this section.

Phlebotomy - Nursing staff shall be trained in phlebotomy services. A medical staff designee shall ensure that the stock of needles and syringes maintained for lab use is secured and double-locked, as well as counted at least weekly (stock). Needles and syringes in daily use shall be accounted for on a perpetual inventory basis with documentation and tracking of the use of each sharp.

Describe how you will comply with this requirement.

Lab services, including HIV and sexually transmitted diseases, may be available to the Contractor through the state's health department; if not, the Contractor is responsible for all lab testing conducted by health services staff. Lab services shall be provided by a fully licensed and accredited facility with qualified and credentialed medical technologist and board certified pathologist staff.

Describe how you will comply with this requirement.

EKG Services - EKG services shall be provided on-site within the DCJ. EKG services shall include EKG machines, supplies, actual tracings/strips and the immediate reporting of results to the on-call jail physician. EKG services shall

include an on-site printout of the strip and the report. Twelve-lead EKG is preferred. Services may be contracted by the Contractor but require the 24-hour availability for overread capabilities by a physician or the on-call jail physician.

Describe how you will comply with this requirement.

Radiology Services - X-ray services shall be provided through the Contractor on-site with portable equipment and the Contractor is responsible to provide the portable x-ray equipment, films, supplies and all related materials. the County does not have any on-site x-ray capability beyond dental. Portable equipment and all necessary supplies shall be provided, either purchased by the Vendor or through a subcontract agreement. The Contractor shall provide x-ray services at least one (1) time per week at DCJ. Abnormalities requiring immediate intervention shall be called to the facility as soon as the interpretation occurs and routine results reporting shall be returned on-site within 24 hours (except weekends and holidays). Stat x-ray services shall be available through the Contractor within a four-hour time period. The Medical Director should approve stat orders for x-ray. If the stat capability cannot be performed on-site within four hours, the Contractor shall have an agreement with a local radiology group and/or hospital for this stat service. On-site ultrasound would be preferable if possible. Any radiologist utilized for the interpretation of films from the DCJ shall be board certified in radiology and the documentation shall be provided with the x-ray agreement or independent contract. X-ray and dental staff shall be monitored for exposure to radiation through dosimeters or other approved system to ensure staff safety.

Describe how you will comply with this requirement.

Other Specialty Services - Other diagnostic services such as mammography, CT scans, MRI, ultrasound, fluoroscopy, EEG, EMG, etc., shall be provided in the community through agreements with the Contractor. The Contractor shall negotiate these agreements to ensure that diagnostic services are available within the general proximity of the DCJ facilities.

Describe how you will comply with this requirement include a sample agreement if available. Indicate if a sample agreement is not available,

Ancillary Services Quality Improvement - Quality improvement initiatives may include lab, EKG, and x-ray on occasion and the Contractor may be required to obtain multiple specimens and send them out to various locations for results or interpretation as a quality assurance measure. Any such quality improvement shall be the responsibility of the Contractor.

Describe your Ancillary Services Quality Improvement Process. If you do not have such a program please indicate "None" if one does not currently exist.

5.32 Hospital and Specialized Ambulatory Care

The Contractor should establish agreements with individual specialists and subspecialists willing to assume the responsibility for ongoing care, or with a specialty multi-physician group practice for specialty outpatient services. The Contractor shall establish a working relationship and/or agreement with at least one Madison hospital in order to coordinate care for hospitalized inmates. Pursuant to WI statutes, Dane County is the payer of last resort.

The contractor may also wish to explore the utilization of videoconferencing technology for external consultations.

All agreements for off-site services, inpatient or outpatient, as well as all subcontractor agreements in general, shall be subject to the approval of the County. The Contractor shall maintain these contracts in a file on-site within the DCJ and these files shall be available to the County upon request.

Describe your plan for establishing agreements for off-site services, inpatient or outpatient, as well as all subcontractor agreements in general and proposed timeline for having such agreements in place.

Utilization Management - The Contractor shall ensure that utilization management (UM) is conducted for all inpatient hospitalizations to ensure that the length of hospital stay is no longer than necessary. The Director of Nursing or his/her designee shall be in contact with any outside hospital where an inmate is housed on a daily basis and the Medical Director shall be aware of each individual's hospital status as well. While utilization management is an important aspect of any managed care program, it is also critical that positive relationships with local hospitals or clinics be maintained and that the patient care site is clinically appropriate to the unique needs of the individual patient. Despite either outpatient or inpatient utilization management initiatives by the Contractor, the site Medical Director shall be responsible for clinical decisions involving his/her patients within the detention facilities. Final medical authority rests with the Medical Director.

Describe your Utilization Management Process.

Individuals returning to the jails following off-site treatment should return with documentation of the treatment received, in the form of a discharge summary, consult follow-up or other progress note. It is critical that any patient returning from an inpatient hospital stay be evaluated by a registered nurse prior to return placement in housing population. All returnees from inpatient stays shall be seen by a physician as soon as possible on-site to ensure appropriate orders and follow-up.

Describe how you will comply with this requirement.

In the event that an inmate needs "one on one" care in order to perform ADL's while incarcerated, the Contractor will be responsible for providing such care and the costs associated with providing the appropriate medical staffing on a 24-hour

basis as long as it is determined to be necessary.

Describe how you will comply with this requirement.

Dialysis Services – The Contractor may elect to provide hemodialysis services on-site within the DCJ. These services would then be available for men and women inmates as well as those with HIV, Hepatitis C or other communicable diseases. Peritoneal dialysis may also be utilized according to the orders of a board-certified nephrologist. Dialysis services must include the equipment and supplies, nephrologist coverage and nursing/technician staffing as well as medications appropriate and necessary.

Indicate if you will provide this service on site.

5.33 Translation/Interpretation Services

Translation services shall be available as arranged by the Contractor. The Contractor is encouraged to recruit minority and bilingual staff with an emphasis upon Spanish for both staff diversity as well as for improved translation and patient communication. The Contractor shall provide a report quarterly of all bilingual staff members by name and language spoken and/or language read. Interpretation services may be accessed through the AT&T Language Line or through another mechanism established by the Contractor. Although Spanish is most often needed, other languages may be necessary as well. A member of the health services or mental health staff shall serve as interpreter or the language line through AT&T or another mechanism as approved by the County. Disabilities such as hearing or visual impairment, physical disability, or other problems must be accommodated.

Describe how you will address the needs of non-English speaking inmates and how you will accommodate disabilities such as hearing or visual impairment, physical disability.

5.34 Drug free workplace

All vendor employees and independent contractors, as well as subcontractors, must participate in a pre-employment drug screening program provided through the company. This drug screening must include the most common drugs of abuse. Positive results that are not sufficiently explained by legitimate prescription medications will result in the individual not being allowed within the facilities.

Describe your corporate policy regarding pre-employment drug testing and maintaining a drug-free work environment.

5.35 Experience with jail design

The County is exploring options for the replacement of the CCB Jail.

Have you ever worked with an agency on the design of new medical and

mental health services and spaces within a Jail? If so, please describe the location of the project and the firm's involvement in the design process.

5.36 Other health care services

Describe any services that are not listed elsewhere in this proposal.

6.0 Insurance Requirements

Potential vendors must understand that Dane County's general liability insurance policy specifically excludes liability for health care services provided to our jail inmates. Therefore, all potential vendors must also understand that the contractor which is awarded the contract under this RFP must agree to be financially responsible for all claims and any damages experienced by any person including, but not limited to, inmates and the contractor's employees.

To support these financial responsibilities, the potential vendor who is awarded the contract under this RFP must have in effect and maintain all insurance coverages listed below. Potential vendors must also understand that their financial obligations under this paragraph will not be reduced in any way by the existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under the contractor's insurance policies.

Deviations and waivers to the following indemnification and insurance requirements may be requested in writing to the Dane County Risk Manager. Deviations and/or waivers will not be withheld nor denied without consultation with the contractor. Any approval of a deviation or waiver shall be provided to the contractor in writing prior to any change becoming effective.

6.1 Indemnification

If awarded the contract, the potential contractor will agree, to the fullest extent permitted by law, to indemnify, defend and hold harmless to indemnify, hold harmless and defend Dane County, its elected official, officers, employees and agents, against, and hold them harmless from, any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of, any injury to any person and any death at any time resulting from such an injury (including an injury or a death experienced by an employee of the contractor) and any damage to property, which may arise out of, or are connected with, the activities covered by this agreement.

Dane County understands that the foregoing indemnification will not apply if the injury, death or damage was caused by the actions, omission, negligence or intentional acts of Dane County, their agents, servants or employees. In such an instance, Dane County would be responsible for defending and paying judgments on behalf of its elected official, officers, employees and agents.

6.2 Evidence Of Insurance

A Certificate of Insurance for the coverage listed below shall be provided to the Dane County Risk Manager prior to services commenced under the contract. The policy will list Dane County as an additional Insured and afford Dane County a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of the contract.

Certificates of Insurance shall also be submitted for review to the Dane County Risk Manager for each successive period of coverage for the duration of the agreement drafted from this RFP and subsequent vendor proposal.

6.3 Types Of Coverage And Limits Of Liability

The vendor shall provide evidence of the following coverages and minimum amounts prior to the implementation of on-site services. All of the Insurance coverage specified below shall be placed with an "A" rated carrier per AM Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the Risk Manager as a condition of the agreement.

6.3.1 Workers' Compensation

The potential vendor must comply with the State of Wisconsin's statutory minimums for Employer's Liability coverage. Coverage shall be modified to include a Waiver of Subrogation in favor of Dane County, as well as including their elected officials, directors, officers, agents and employees.

6.3.2 Commercial or General Liability Insurance

Including coverage for Public Liability and Property Damage Insurance.

Comprehensive General Liability:	<u>minimum of:</u>
• General Aggregate occurrence	\$1,000,000 per
• Bodily Injury and Property Damage	\$1,000,000 aggregate
• Personal Injury	\$1,000,000 per person
• Contractual Liability occurrence	\$1,000,000 per
• Fire Legal Liability occurrence	\$50,000 per
Each Occurrence Minimum Limit	\$1,000,000
Aggregate Minimum	\$6,000,000

6.3.3 Auto Liability

Covering any auto owned, leased, non-owned and/or hired.

minimum of:

- Combined Singled Limit for Bodily Injury and Property Damage \$1,000,000
- All autos owned, non-owned and/or hired per Wisconsin regulation
- Uninsured Motorist per Wisconsin regulation

6.3.4 Professional Liability - Provider

minimum of:

Hospital, Licensed Physician, or any other qualified healthcare provider under §655 Wisconsin Patient Compensation Fund Statute

\$ 800,000 Per Occurrence
\$2,000,000 Annual Aggregate

It is agreed that should the statutory minimum financial responsibility limits change, the minimum limits stated herein shall automatically change as well.

6.3.5 Professional Liability - Other

minimum of:

Any Non-qualified Provider under §655 Wisconsin Patient Compensation Fund Statute, State of Wisconsin

1,000,000 Per Occurrence / Claim
\$3,000,000 Annual Aggregate

(Indicate if Claims Made or Occurrence)

6.3.6 Subcontractor Liability Coverage

It is understood and agreed that the successful company will obtain information on the professional liability coverage of all subcontractors in the same form as specified above. Such documentation must be available for review by Dane County's Risk Manager

6.3.7 Additional Provisions Professional Liability

If awarded the contract, the potential vendor will, upon request, provide to the Dane County Risk Manager a copy of each Professional Liability/Malpractice policy for all physicians and/or medical professionals providing services under the agreement arising from this

RFP, or, in the alternative, information about professional liability coverages such as policy type (i.e., medical malpractice, nurses professional, etc.), applicable retention levels; coverage form (i.e., claims – made or occurrence), discovery clause conditions; and effective, retroactive, and expiration dates.

It is understood and agreed that coverages which apply to the services inherent in this agreement will be maintained and extended upon termination of this agreement if coverage is written on a claims-made basis to assure that the health care provider shall insure and keep insured pursuant to Wisconsin §655 Patients Compensation Fund.

If awarded the contract, the potential vendor will, upon request, provide loss information from any Insurer as to any claims filed or pending against professional liability coverages in effect for the past five (5) years.

6.4 Compliance With Government Requirements

The vendor shall evidence satisfactory compliance for Unemployment Insurance and Social Security reporting as required by federal and state laws.

7.0 COST PROPOSAL

7.1 General Instructions on Submitting Cost Proposals

Proposers must submit an original and the required number of copies of the cost proposal as instructed on the **cover page of the RFP** (Special Instructions).

Cost proposal should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal. (Refer to Cost Proposal Form)

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

7.2 Format for Submitting Cost Proposals

Cost proposal should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal. The price is to be stated in terms of an inmate per diem or capitation rate for each year of the contract with the first contract period being defined as January 1, 2018 through December 31, 2020. The background detail regarding how the per diem was arrived at must be included as well, with a breakdown including salaries and benefits, fees and malpractice, subcontractors, inpatient hospitalization, outpatient and ancillary services (on-site and off-site), pharmacy (including OTC products), medical/dental supplies, other expenses, overhead expressed both as a percentage of the total contract amount and as dollars, and profit, also expressed as a percentage and as dollars. The contract shall be a rate contract but may also include a maximum obligation for COUNTY should that be negotiated. The inflationary factor for each of the initial contract years (three (3))

must be identified. The escalator for outlying years, potential Year Four (4) and Year Five (5), are not required at this time but must be submitted to the Sheriff and Director of Administration by June 1 of the year prior to the renewal.

The population identified by COUNTY to be bid upon by each vendor submitting a proposal is based on the 2016 underroof average daily population of **746 inmates** combined among the Dane County Jail (DCJ) system.

7.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days starting on the due date for proposals.

8.0 Contract Terms and Conditions

8.1 Central Contact Person for Implementation and Operations

The central contract person identified for the implementation and ongoing operation should be the Health Service Administrator. This person is expected to be the overall on-site program manager, who will be responsible for overseeing all aspects of health services, reports, presentations, etc., and all work performed under this contract.

The contact person identified by the company must be available via an electronic device during regular business hours with the exception of benefit time during which a designee will be named responsible. At the initiation of the contract, the contact person/Health Service Administrator must be available around the clock by an electronic device on an ongoing basis.

County shall have the right to request replacement of central contact person. Upon request, company shall replace the central contact person within a reasonable amount of time.

Submit the name and title, along with contact information of the proposed central contact person for implementation and on-going operations.

8.2 Restriction against non-compete provisions

The Contractor may not, by utilization of non-compete agreements or any other methods whatsoever designed to prevent continued employment/service delivery at the sites for vendor staff and to prevent or restrict in any manner the ability of personnel to enter into any contractual or employment relationship with any person or organization, including Dane County, which may provide services of the nature described in the contract to Dane County at any time following the termination of the contract or any part thereof. This prohibition of non-compete agreements by the vendor is applicable as well to the on-site management team in its entirety.

Acknowledge that you understand and will comply with this requirement.

8.3 Staff Participation

COUNTY reserves the right to approve or reject, for any reason, any and all vendor or subcontractor staff assigned to this contract. Additionally, COUNTY may deny access or admission to COUNTY facilities at any time for such staff. Such access will not unreasonably be withheld. COUNTY will be responsible for the timely completion of all proposed vendor staff criminal background checks prior to any such staff's initiation of recurring on-site services.

Acknowledge that you understand and will comply with this requirement.

8.4 Cooperation upon termination or non-renewal of contract

The Contractor must cooperate with COUNTY in the event of termination or non-renewal so as to ensure that COUNTY can maintain continuity of service delivery. Such cooperation will include the provision to COUNTY of the names, addresses and telephone numbers of personnel, independent contractors and subcontractors as well as salaries, organizational charts, certifications, lists of all subcontractors with names, addresses and telephone numbers, inventory lists of medical, dental and office supplies and pharmaceuticals, equipment lists and condition by site and all policies, procedures, protocols, manuals and forms, all consolidated medical records, statistical reports and other information and data specific to COUNTY. Contractor must provide said information 14 days prior to the effective date of the termination or contract end and again immediately following contract end.

Acknowledge that you understand and will comply with this requirement.

8.5 Assignment

Assignment by Subcontract – Assignment of any portion of the work by subcontract must have the prior written approval of Dane County.

Limitation – The final executed contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

Survivorship of Benefits – The contract will be binding upon and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

Acknowledge that you understand and will comply with this requirement.

8.6 Ownership of data

The Contractor must cooperate with COUNTY in the event of termination or non-renewal so as to ensure that COUNTY can maintain continuity of service delivery. Such cooperation will include the provision to COUNTY of the names, addresses and telephone numbers of personnel, independent contractors and

subcontractors as well as salaries, organizational charts, certifications, lists of all subcontractors with names, addresses and telephone numbers, inventory lists of medical, dental and office supplies and pharmaceuticals, equipment lists and condition by site and all policies, procedures, protocols, manuals and forms, all consolidated medical records, statistical reports and other information and data specific to COUNTY. At a minimum, all electronic medical records data and an inventory list of all medical, dental and office supplies and equipment lists and condition of such equipment shall be provided to the County 14 days prior to the termination or non-renewal to ensure continuity of care. Contractor must provide all other said information prior to the effective date of the termination or contract end.

The PROVIDER shall provide “read only” access to the electronic medical records software used by PROVIDER for a period of five (5) years upon termination or expiration of this agreement and shall make available to the COUNTY timely reports of transaction level data, at no cost to the COUNTY for an additional three (3) years after the read only access ends for a total of eight (8) years.

Therefore, any reports, information and data, policies and procedures, protocols, manuals, forms, records, statistical reports, given to or prepared by the Contractor under this agreement shall not be made available to any individual or organization by Contractor without the prior written authorization of the County.

No reports or documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. Data obtained through this agreement shall not be utilized for formal presentations, conferences, classes, presentations, articles, chapters or other public dissemination without the express written approval of the County of the materials specifically and of the dissemination in general.

Acknowledge that you understand and will comply with this requirement.

8.7 Audit and Inspection of Records

The Contractor shall permit the authorized representatives of the County, to inspect and audit all data and records of the Contractor related to carrying out this contract at any time during the contract period and for a period of up to seven (7) years after completion of the contract.

Acknowledge that you understand and will comply with this requirement.

8.8 Media Releases and Contact

The Contractor’s staff, independent contractors and subcontracts shall be restricted from releasing any information about the contract or events occurring within a the County facility to a public forum or to the media without the authorization of the County and coordinated through the parties’ public information representatives.

Acknowledge that you understand and will comply with this requirement.

8.9 Medical Restraints and Therapeutic Seclusion

Requirements - The Contractor shall establish detailed policies, procedures and practices regarding the use of medical restraints and therapeutic seclusion or restraint. The Director of Mental Health, Health Service Administrator, Chief Psychiatrist, Medical Director and the County must approve all policies. Only approved restraint systems shall be used.

Describe your policy regarding medical restraints and therapeutic seclusion.

Order Process - The ordering of medical restraints shall be authorized by the Medical Director in the case of an individual whose restraint is critical. The use of mental health restraints shall be ordered by a psychiatrist or as otherwise lawfully authorized, with as little utilization of these techniques as is feasible while maintaining patient and staff safety and security. The limited duration of restraint, frequency of review by nursing for circulation, frequency of review by a mental health professional and the psychiatrist, frequency of review by security staff, the positioning of the individual (in a position to limit potential harm to the individual), the location of the restraints (unit or cell), the specific body parts to be restrained and points of restraint, and the process for removing an individual from mental health restraints shall be fully described and comply with both federal and state law as well as community standard. There shall be a detailed treatment plan. Documentation shall include reference to the other techniques that applied and failed for this individual that were less restrictive and describe how and why other less restrictive treatment options are not considered appropriate for the inmate.

Describe your process for ordering medical restraints, the duration and frequency of medical assessment and the process for removing someone from medical restraints.

Security Restraints - Members of the health care staff will not be involved in security restraints or use of force situations other than to observe, treat an individual inmate or staff member if injury is incurred, or to check circulation or other aspects of health status as a nursing function. The Contractor shall ensure that nursing staff is familiar with the process and that nurses are also obligated to the patient to report any observations regarding the improper application of security restraints.

Acknowledge that you understand and will comply with this requirement.

Channeling of Information - The Contractor shall ensure that the County receives information daily regarding the use of medical restraint, mental health restraint or seclusion and a summary of the facts surrounding the case. The monthly report shall include essential elements of documentation regarding how often these methods were ordered, for what duration, and basic reason utilized.

Describe your policy regarding medical restraints and therapeutic seclusion.

8.10 Forced Psychotropic Medication

The Contractor shall comply with all state and federal laws, rules and regulations regarding the use of forced medication of any kind, including psychoactive medications. The Contractor shall describe the process and documentation necessary for the use of emergency medication for either medical or mental health rationale as well as the necessary approval of the prescribing psychiatrist. The involuntary administration of any medication, e.g. against the patient's will with a refusal of treatment, requires the existence of a life-threatening emergency with threat to the inmate or to others, by the inmate. Documentation within the comprehensive mental health treatment plan shall include each and every less restrictive alternative attempted, failed, or why these tactics were not considered sufficient in this case. Additionally, the Contractor shall ensure that laws and community standard are in operation with regard to forced non-emergent psychotropic medication with the involvement of a psychiatrist. In general, only individuals with an existing court order for forced mental health drugs may receive involuntary medication in other than a life-threatening and emergent situation.

Describe your policy on the use of forced Psychotropic Medication when/if used and the documentation required.

8.11 Forensic information

The Contractor's direct care staff is prohibited from involvement with forensic specimen collection or the obtaining of forensic information. Individuals with a patient/provider relationship will not be involved with forensic issues. Rather, an individual without a provider relationship or external to the on-site staff may be involved at the discretion of the County. Given the detainee nature of a large portion of the population, forensic information gathering is to be expected and the Contractor shall develop policy and procedure surrounding the specific situations most likely to occur within the jail. While court-ordered procedures may be performed by Contractor staff with the inmate's consent, no involuntary collection of specimens or information is allowed.

Describe any court-ordered procedures that you may perform with an inmate's consent.

8.12 Informed consent

The Contractor's health record manual shall address the applicability and necessity of informed consent. The medical records supervisor shall oversee the process regarding the documentation required, forms utilized and criteria applied for informed consent. Practice shall comply with federal and state requirements and community standard.

Describe your process as it relates to informed consent.

8.13 Right to refuse treatment

The inmate's right to refuse treatment shall be clearly delineated and defined according to Wisconsin statute and professional standards by the Contractor. In addition to the approval of the County, the approval of the County's Corporation Counsel may also be required for the practice involving informed consent and the right to refuse treatment. The policy and procedure shall address the various scenarios of refusal and potential exceptions, i.e. a dialysis patient when the refusal may be immediately life-threatening, a diabetic refusing insulin or refusing to eat, a patient refusing chronic medication, competency of the individual involved, involvement of family members/spouse, situations involving communicable disease, with practices regarding a hunger strike including definition, documentation, frequency of review and evaluation by health care staff, observation requirements and placement.

The Contractor shall require that any refusal of treatment require documentation of the inmate with a witness, or if the inmate is declining to sign the refusal document the signature of two witnesses with one being a health professional. All refusals shall be specific and include documentation regarding the procedure or care refused and the counseling given to the inmate regarding the potential adverse impact of refusal. No blanket refusals or refusal of care upon admission shall be acceptable. If the inmate refuses the rectal or vaginal examination during a physical examination, the provider shall document the refusal on the health assessment form as well as obtain the inmate's signature on a refusal form specifying the procedure refused.

Inmates that fail to present for an appointment shall not be assumed by the Contractor to be refusals of care. Rather, the Contractor shall determine the cause of the omission such as conflict with court schedule, already released, legal visit, etc.

Describe your process for managing and documenting refusals.

8.14 Medical research

The Contractor shall comply with federal law and national standards regarding the involvement of inmates in medical research. No data, even anonymously, may be collected from the health records without the advance written approval of the County. Inmates may only participate in Phase III clinical trials where the individual may anticipate benefit from the intervention. Inmates shall not be involved in Phase I or Phase II clinical studies. Any medical research project within the County facilities shall require the prior documented authorization from the County and the study must be approved by a recognized human subjects review board.

This prohibition against or limiting of medical research involving inmates in no way prohibits the Contractor from seeking additional funding sources for inmate health and mental health care programs through grants or contracts. Any such pursuit of grant funding shall involve the advance approval of the Jail Administrator.

Acknowledge that you understand and will comply with this requirement.

9.0 Payment Requirements

9.1 Billing and payment process

The contractor will invoice the County a maximum of once per month after the month of services, within the first ten (10) days of the subsequent month. Each invoice will be required to provide a reasonable detail of the services that were performed or other agreed upon items, for the charge that has been invoiced, if any, above and beyond the inmate population per diem based on the Average Daily Population (ADP) of inmates identified for the month being paid. The County will pay the contractor within thirty (30) days of the date of receipt of the invoice.

Acknowledge that you understand and will comply with this requirement.

9.2 Paybacks and credits

There are a number of paybacks and credits established within this RFP to protect COUNTY and to ensure that contracted hours are provided according to the staffing tables submitted with the proposal. The intent of the paybacks and credits is to retrieve dollars for COUNTY, from the vendor, that were not paid out to employees or independent contractors because hours were not provided according to the agreement as stipulated by the vendor in the plan with the bid.

Provider Hours

Any hours scheduled for on-site coverage by medical providers (either Medical Director, staff physicians, Chief Psychiatrists, psychiatrists and Mid-level providers but excluding specialty or subspecialty consultants) or by dentists, that are not provided or filled completely by the hour according to the staffing table contained in the proposal or otherwise agreed upon with COUNTY, will be adjusted to the benefit of COUNTY in the next monthly payment to the vendor. This adjustment will be taken on an hour for hour basis for actual, documented, hours worked versus hours contracted. The vendor is responsible to ensure a timely and accurate presentation of payroll information that is valid and reliable. Partial hours or portions of each hour worked must be identified by quarter-hour or fifteen (15)-minute increments. Six major holidays will be exempt from requiring such on-site provider coverage except under emergency circumstances and these include: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The vendor is responsible to define the holiday by specific hours. These payback hours will be taken against the next vendor payment and will be assessed at 100% of the hourly rate for that position as identified by the contractor in the bid as required, or as adjusted annually thereafter, as applicable. Each proposal must contain a complete list of payback hourly rates for all on-site provider positions. Hours of participation in training that is approved in advance by COUNTY may be exempt from this payback requirement.

Describe your process for calculating provider hours and determining paybacks and credits due.

Minimum Continuous Staffing

The payback credit for staffing other than providers described in the preceding paragraph will be focused on positions that are scheduled for continuous coverage (24-hour coverage), as well as posts that are critical to the maintenance of operations and require relief in any and all situations. This payback will be taken by COUNTY as a credit against the next routine monthly payment to the vendor and will consist of 100% of the hourly rate for the position as identified by the vendor in the attachment to the proposal listing hourly rates for all positions contained in the RFP, or as adjusted annually, as applicable. Even absences due to approved leave time such as vacation, sick leave or holiday time, that requires backfill to ensure continuous coverage, will be taken as a credit by COUNTY if not backfilled at 100%. This adjustment will be an actual hour for hour basis and any portions of hours will be considered at the quarter-hour or fifteen (15)-minute mark. Training that is authorized and approved in advance may be considered as time worked on a case by case basis for positions that routinely require relief and will be determined by COUNTY. Staffing that must be replaced includes any nursing/medical assistant, LPN or RN as scheduled regardless of day of week, shift, or post assignment. Mental health professionals must be replaced hour for hour for intake. Medical records staffing will require backfill replacement. Dental assistants require backfill at 100%. Positions meeting the definition for minimum staffing as described above should be identified on the staffing tables included in the proposal. Hours replaced by approved individuals will be considered as hours worked against the absent hours and will be adjusted on the credit.

Provide the process of notifying Dane County of staffing shortages and/or changes, and the plan to provide mutually agreed upon coverage.

Describe your process for calculating the paybacks and credits due to the COUNTY should staffing levels fall below the minimums required.

10.0 SPECIAL CONTRACT TERMS AND CONDITIONS

10.1 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 .See Section 27.0 Standard Terms and Conditions. The minimum living wage rate for 2017 is \$12.50. For future years it will be: \$13.00 for 2018, \$13.50 for 2019. \$14.00 for 2020, \$14.50 for 2021 and \$15.00 for 2022. After 2022, the living wage will increase annually according to the increase in the Consumer Price Index. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at http://www.danepurchasing.com/living_wage.aspx .

10.2 Performance Bond

The successful proposer is required to submit a performance bond in the amount of \$250,000. The bond shall remain in effect for the term of the contract including any extensions.

10.3 Domestic Partner Equal Benefits Requirement

The contractor [or grant beneficiary] agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The contractor [or grant beneficiary] agrees to make available for County inspection the contractor's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a contractor [or grant beneficiary] contain any false, misleading or fraudulent information, or if a contractor [or grant beneficiary] fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found

10.4 Local Purchasing Ordinance

Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of Dane. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

County ordinance provides that a local vendor automatically receive five points toward the evaluation score and vendors located within the counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

10.5 Dane County Sustainability Principles

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems

- (e.g., land, water, wildlife, forest, soil, ecosystems); and
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

11.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

Attachment A	Signature Affidavit
Attachment B	Vendor Registration Certification
Attachment C	Reference Data Sheet
Attachment D	Designation of Confidential and Proprietary Information
Attachment E	Fair Labor Practices Certification
Attachment F	Vendor Data Sheet
Attachment G	Cost Summary Page

**RFP COVER PAGE
SIGNATURE AFFIDAVIT**

NAME OF FIRM:

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

Signature

Title

Name (type or print

Date

☐ **Addendums** -This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #_____ Addendum #_____Addendum #_____Addendum #_____

VENDOR REGISTRATION CERTIFICATION

Per Dane County Ordinance, Section 62.15, "Any person desiring to bid on any county contract must register with the purchasing manager and pay an annual registration fee of \$20."

Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award. Your bid/proposal may not be evaluated for failure to comply with this provision.

Complete a registration form online by visiting our web site at www.danepurchasing.com. You will be prompted to create a username and a password and you will receive a confirmation message, then log back in and complete the registration. Once your registration is complete you will receive a second confirmation. Retain your user name and password for ease of re-registration in future years.

Payment may be made via credit card on-line or by check in the mail or in person at the Purchasing Division office. If paying by check make check payable to Dane County Treasurer and indicate your federal identification number (FIN) on the subject line.

CERTIFICATION

The undersigned, for and on behalf of the **PROPOSER, BIDDER OR APPLICANT** named herein, certifies as follows:

- ☐ This firm is a paid, registered vendor with Dane County in accordance with the bid terms and conditions.

Vendor Number # _____

Paid until _____

Date Signed: _____

Officer or Authorized Agent

Business Name

REFERENCE DATA SHEET		
NAME OF FIRM:		
STREET ADDRESS:		
CITY, STATE, ZIP		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Product(s) and/or Service(s) Used:		

Number of Sites _____ Number of Inmates _____

Facility Type _____Jail _____Prison _____Juvenile _____Other

Accreditation _____ACA _____NCCHC _____JCAHO _____Other

Contract Term (original, extensions, renewals, rebids) _____

_____Current Contract _____Prior Contract

Contract End _____Terminated, if so specify by whom _____agency _____vendor

Reason _____

_____Lost in Rebid, if so specify award recipient _____

Reason _____

_____Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

REFERENCE DATA SHEET		
NAME OF FIRM:		
STREET ADDRESS:		
CITY, STATE, ZIP		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Product(s) and/or Service(s) Used:		

Number of Sites _____ Number of Inmates _____

Facility Type _____Jail _____Prison _____Juvenile _____Other

Accreditation _____ACA _____NCCHC _____JCAHO _____Other

Contract Term (original, extensions, renewals, rebids) _____

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Reason _____

_____Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

REFERENCE DATA SHEET		
NAME OF FIRM:		
STREET ADDRESS:		
CITY, STATE, ZIP		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Product(s) and/or Service(s) Used:		

Number of Sites _____ Number of Inmates _____

Facility Type _____Jail _____Prison _____Juvenile _____Other

Accreditation _____ACA _____NCCHC _____JCAHO _____Other

Contract Term (original, extensions, renewals, rebids) _____

_____Current Contract _____Prior Contract

Contract End _____Terminated, if so specify by whom _____agency _____vendor

Reason _____

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Reason _____

_____Other, specify (i.e. returned to self-operated, transition to University)

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CITY, STATE, ZIP		
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PHONE #:		FAX #:
Product(s) and/or Service(s) Used:		

Number of Sites _____ Number of Inmates _____

Facility Type _____Jail _____Prison _____Juvenile _____Other

Accreditation _____ACA _____NCCHC _____JCAHO _____Other

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Reason _____

_____Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

REFERENCE DATA SHEET		
NAME OF FIRM:		
STREET ADDRESS:		
CITY, STATE, ZIP		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Product(s) and/or Service(s) Used:		

Number of Sites _____ Number of Inmates _____

Facility Type _____Jail _____Prison _____Juvenile _____Other

Accreditation _____ACA _____NCCHC _____JCAHO _____Other

Contract Term (original, extensions, renewals, rebids) _____

_____Current Contract _____Prior Contract

Contract End _____Terminated, if so specify by whom _____agency _____vendor

Reason _____

_____Lost in Rebid, if so specify award recipient _____

Reason _____

_____Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

Designation of Confidential and Proprietary Information		
<p>The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.</p>		
Section	Page Number	Topic

Check mark : ☐ This firm is not designating any information as proprietary and confidential which qualifies as trade secret.

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Title

Name (type or print)

Date

FAIR LABOR PRACTICES CERTIFICATION
Dane County Ordinance 25.11(28)

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has submitted a proposal, bid or application for a contract with the county of Dane.

That PROPOSER, BIDDER OR APPLICANT has: (Check One)

_____ not been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed.

_____ been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed

Date Signed: _____

Officer or Authorized Agent

Business Name

NOTE: You can find information regarding the violations described above at:
www.nlr.gov and <http://werc.wi.gov>.

For Reference Dane County Ord. 28.11 (28) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

VENDOR DATA SHEET / LOCAL PURCHASING PROVISIONS

This address will be used to determine local purchasing preference and the mailing address where County purchase orders/contracts will be mailed:

1. **Company Name:**

ADDRESS:

CITY:

COUNTY:

STATE:

ZIP+4:

TEL:

TOLL FREE TEL:

FAX:

2. **Contact person in the event there are questions about your bid/proposal**

NAME

TITLE:

TEL

TOLL FREE TEL

FAX

E-MAIL

3. **Local Vendor:**

Are you claiming a local purchasing preference under DCO 25.11(8) based on your response to section 1 of this form?

- ☐ **No** – continue on to the next page
☐ **Yes** – complete the remainder of this form

Indicate if your firm/company has an established place of business located in any of the following Wisconsin Counties. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor. DCO 25.04(7h)

Select one:

We are claiming a preference as a Dane County Business

☐ **Dane County**

We are claiming a preference as a business located in a county adjacent to Dane County

☐ **Columbia County**

☐ **Dodge County**

☐ **Green County**

☐ **Iowa County**

☐ **Jefferson County**

☐ **Rock County**

☐ **Sauk County**

REVISED 9/12

COST / FINANCIAL PROPOSAL	
NAME OF FIRM:	

Pricing information shall be submitted by each prospective vendor and be separate from the remainder of the proposal in a sealed envelope. The pricing information shall be apart from the scope of services/technical requirements and other components of the response as the evaluation of these sections will be conducted separately and then eventually combined into a recommended selection for Notice of Intent to Award and contract negotiation. *(Note: Inmate population for per diem calculation is 784.)*

Pricing Format

Per Diem for January 1, 2018 through December 31, 2020 _____

Escalator/Inflationary Factor Utilized

Please specify the percentage and dollar amount of the escalator or inflationary factor utilized by your company in establishing the inmate per diem pricing for Years Two (2) and Years Three (3):

Year Two (2) Escalator/Inflationary Factor _____

Year Three (3) Escalator/Inflationary Factor _____

Rationale

Provide detailed information below regarding the rationale for the escalator or inflationary factor utilized for the second and third years of the initial contract and what references used to establish this criteria:

COST/FINANCIAL PROPOSAL, Page 2

	Year One	Year Two	Year Three
Salaries			
Benefits			
Fees			
Malpractice			
Subcontractors			
DBE (% & \$)			
Inpatient Hospitalization			
Outpatient and Ancillary Services			
Pharmacy			
Medical/Dental Supplies			
Other Expenses			
Ancillary Expenses			
Overhead (% & \$)			
Profit (% & \$)			
Per Diem			

DANE COUNTY RFP #117020
INMATE MEDICAL SERVICES

BENEFITS SUMMARY

Benefit	Eligibility	Amount/Coverage	Employee Cost
Probation Period			
Vacation			
Sick Leave			
Holidays			
Personal Days			
Military Leave			
Funeral Leave			
Jury Leave			
FMLA/LOA			
Long-Term Disability			
Short-Term Disability			
Medical/Health Insurance			
Dental Insurance			
Vision Insurance			
Life Insurance			
Optional Life			
Family Life			
Tuition Assistance			
Employee Assistance Program			
Other Benefits (specify)			
Retirement/Pension/401K/ Employer Contribution			

DANE COUNTY RFP #117020
INMATE MEDICAL SERVICES

SALARY RANGES AND RATES

The vendor must identify salary ranges and average rates for each position submitted on the staffing tables. The average rate identified in this document is the amount that will be utilized by COUNTY for the payback credits and/or liquidated damages and penalties (that amount will be increased during each year of the agreement by a percentage identified by the vendor). Not all positions identified below must be utilized by the company and a range/rate need not be identified if the title will not be used. This chart also identifies whether the position is an employee, independent contractor or subcontractor and, if an employee, whether exempt/salaried or non-exempt/hourly. Any position title used must include all required information. Titles for positions not included but intended for use by the vendor must be added and the complete information included.

Position Title	Pay Range	Average Rate	Shift Differential	Status
<i>Administrative -</i>				
Health Services Adm.				
Admin. Asst./Sec.				
<i>Clinical -</i>				
Medical Director				
Staff Physician				
Mid-level provider				
<i>Mental Health -</i>				
Dir. of Mental Health				
Psychiatrist				
Clinical Nurse Spec.				
Psychologist				
Social Worker				
AODA Counselor				
Other Discipline				
<i>Nursing -</i>				
Dir. Of Nursing				
Nursing Supervisor/RN				
Charge Nurse/RN				
Staff Nurse/RN				
LPN				
<i>Medical Records -</i>				

Med. Rec. Technician				
<i>Dental -</i>				
Dentist				
Dental Hygienist				
Dental Assistant				
<i>Other Staff -</i>				

Note: Status of the position must be identified as: E for Employee with an /H if Hourly and a /S if Salaried; an IC for Independent Contractor; and a SC for Subcontractor. Each range should be listed as either an hourly rate or as an annual salary. Full-time positions must be based on 2080 hours per year.

DANE COUNTY RFP #117020
INMATE MEDICAL SERVICES

STAFFING TABLES

Position Title	Current	Proposed	Routine FTE	Alternate
	Staffing	Minimum	Scheduled	Staffing

Shift	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
<i>Administrative -</i>																
Health Serv. Adm.																
Admin. Asst./Sec.																
<i>Clinical -</i>																
Medical Director																
Staff Physician																
Mid-level provider																
<i>Mental Health -</i>																
Dir. of Mental Health																
Psychiatrist																
Clinical Nurse Spec.																
Psychologist																
Social Worker																
Other Discipline																
<i>Nursing -</i>																
Dir. Of Nursing																
Nursing Sup./RN																
Charge Nurse/RN																
Staff Nurse/RN																
LPN																
<i>Medical Records -</i>																
Med. Rec. Tech.																
<i>Dental -</i>																
Dentist																
Dental Hygienist																
Dental Assistant																

<i>Other Staff -</i>																	
<i>Total by Shift -</i>																	
<i>Grand Total -</i>																	

Note: Shifts are indicated with numbers one (1), two (2), three (3) and four (4). One indicates first shift or day shift. Two indicates second shift, evenings. Three indicates third shift, the night shift. And four indicates weekends and holidays for staffing purposes.

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

Dane County Purchasing Division

Rev. 11/13

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices RFP NO. 117020

shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach

shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices

setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords. and the provisions of this Agreement.

16.5 *Americans with Disabilities Act*: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INDEMNIFICATION & INSURANCE.

20.1. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of

PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

20.2. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

20.2.2. Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

20.2.3. Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

20.2.4. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

20.2.5. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

20.4. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is

defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 **RECYCLED MATERIALS:** Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 **PROMOTIONAL ADVERTISING:** Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 **ANTITRUST ASSIGNMENT:** The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 **RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS:** The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 **RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS:** Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating

to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 **LIVING WAGE REQUIREMENT:** The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

27.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

27.02 Bidders are exempt from the requirement of this section if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

27.03 **COMPLIANCE WITH FAIR LABOR STANDARDS.** During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

27.05 PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**VENDOR LETTER OF REGISTRATION FOR VENDOR CONFERENCE
DANE COUNTY RFP #117020 – Inmate Medical Services**

The undersigned intends to attend the mandatory vendor conference at **10:00 a.m., Wednesday, July 26, 2017** at the Dane County Sheriff's Office, 115 W. Doty St., Room 2002, Madison, WI 53703.

Representative's Signature

Date

Representative's Printed Name

Company Name and Legal Name for Business within Wisconsin

Telephone Number and Extension

Fax Number

E-Mail Address

The following individuals listed below are planning to attend the mandatory vendor conference:

First Name, Middle Name, Last Name

Sex

Race

Date of Birth

1. _____
States lived in _____

2. _____
States lived in _____

3. _____
States lived in _____

Note: This form is mandatory if the vendor intends to or has any interest in response to this RFP and is required to obtain security clearance for individuals scheduled to attend the requisite vendor conference. **A full criminal background check will be performed.** No more than three individuals may participate for any one vendor. However, neither this letter of intent nor the company's participation in the vendor conference obligate the vendor to actually submit a proposal in response to RFP #117020. Government issued photo identification is required to enter the facilities.

**FAX THIS FORM TO 608-266-4425, ATTN: CAROLYN CLOW,
NO LATER THAN **Friday, July 21, 2017 at 4:00 p.m.****