|  |  |  |
| --- | --- | --- |
|  | **COUNTY OF DANE**  DEPARTMENT OF ADMINISTRATION  **PURCHASING DIVISION**  Room 425 City-County Building  210 Martin Luther King Jr. Blvd.  Madison, WI 53703-3345  608/266-4131  FAX 608/266-4425 TDD 608/266-4941 |  |
| GREG BROCKMEYER  Interim Director of Administration |  | CHARLES HICKLIN  Controller |

DATE: August 23, 2017

TO: All Proposers RFP #117020: Inmate Medical Services

FROM: Carolyn Clow, Purchasing Agent

SUBJECT: ADDENDUM #2

**Below is the revised schedule for the County’s RFP/contract award process:**

Friday, September 8 – Proposals Due

Friday, September 15, 4pm – Make interview invitations

**Thursday, September 28 – Interviews**

Wednesday, November 1, 2017 – Fully executed contract to successful vendor

**Attached is Dane County’s contract template for the inmate medical services contract. Proposers are to have their legal teams review the contract template and to provide feedback as part of their proposals. Dane County will negotiate a contract with the successful vendor.**

**The following responses are provided to questions received:**

|  |  |
| --- | --- |
| *Question #1* | *Please confirm the vendor is responsible for all pharmacy costs and that there is no cap.* |
|  |  |
| Answer #1 | Confirmed. |
|  |  |

Please acknowledge receipt of this addendum by noting “Addendum #2 Received” on the bottom of the Signature Affidavit when you submit your bid. If you have any questions regarding this addendum, please contact me at 608-266-4966.

Sincerely,

Carolyn A. Clow, CPPB

Purchasing Agent

**COUNTY OF DANE**

**Purchase of Services Agreement**

Number of Pages, including schedules: \_\_\_\_\_\_\_

Agreement No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expiration Date: \_\_December 31, 2020\_\_\_\_

Authority: Res. , 2017-2018

Department: \_Sheriff’s Office\_\_\_

Maximum Cost: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter

referred to as "COUNTY") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereafter, "PROVIDER"),

**W I T N E S S E T H :**

**WHEREAS** COUNTY, whose address is 115 W. Doty Street, Madison, WI 53703,

desires to purchase services from PROVIDER for the purpose of providing inmate medical service; and

**WHEREAS** PROVIDER, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

is able and willing to provide such services;

**NOW, THEREFORE,** in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES.

1. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference.
2. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, this Agreement, or the terms of Schedule A or any other attachment, it is agreed that the terms of this Agreement and Schedule A, in that order are controlling.
3. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
4. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

1. The following shall constitute grounds for immediate termination:
   * 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
     2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
     3. failure of PROVIDER to comply with reporting requirements contained herein.
     4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY’s obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE.

A. 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’s 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.

B. 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.

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.

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.

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.

Workers’ Compensation.

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

Professional Liability Insurance for the 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 |

The Parties agree that should the statutory minimum financial responsibility limits change, the minimum limits stated in this Agreement shall automatically change as well.

Professional Liability - Other

minimum of:

|  |  |
| --- | --- |
| Any Non-qualified Provider under §655 Wisconsin Patient Compensation Fund Statute, State of Wisconsin  (Indicate if Claims Made or Occurrence) | 1,000,000 Per Occurrence / Claim  $3,000,000 Annual Aggregate |

Subcontractor Liability Coverage

The Parties agree that the PROVIDER 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.

Additional Provisions Professional Liability

The PROVIDER 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 AGREEMENT, 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.

The Parties agree 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.

The PROVIDER agrees that it 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.

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.

C. 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.

D. 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.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. 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 this Agreement or a waiver of any default of PROVIDER 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.

X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate 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 against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE.

A.If PROVIDER has 20 or more employees and receives $20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than $20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER’s Plan is sufficient.

B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER’s designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY’s Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY’s Contract Compliance Officer when such announcements are issued.

E. If PROVIDER is a government entity having its own compliance plan, PROVIDER’S plan shall govern PROVIDER’s activities.

## XII. LIVING WAGE.

A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER’s payroll records relating to employees providing services on or under this Agreement or subcontract.

1. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER 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 3 years after a second violation is found.

C.PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.

D. PROVIDER agrees to display COUNTY’s current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.

E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.

F. The following are exemptions from the requirements of this section:

1. When the Maximum Cost of the Agreement is less than $5,000;
2. When the provider is a school district, a municipality, or other unit of government;
3. When the County is purchasing residential services at an established per bed rate;
4. When employees are persons with disabilities working in employment programs and the provider 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;
5. When an individual receives compensation for providing services to a family member;
6. When employees are student interns;
7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER 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 PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER 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.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

A. Reporting of Adverse Findings. 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,. 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.

1. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
2. Notice Requirement. 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.”

XV. MEDICAL SERVICE SPECIFIC CONDITIONS

1. Central Contact Person for Implementation and Operations

PROVIDER’s central contract person identified for the implementation and ongoing operation shall be the Health Service Administrator. This person shall be the overall on-site program manager, who is responsible for overseeing all aspects of health services, reports, presentations, etc., and all services related to this contract and its attachments.

The contact person identified by the PROVIDER shall be available via an electronic device during regular business hours, with the exception of benefit time, during which a designee shall be named. At the initiation of the contract, the contact person/Health Service Administrator shall 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 such request, PROVIDER shall replace the central contact person within a reasonable amount of time.

1. Restriction against non-compete provisions

PROVIDER may not, by utilization of non-compete agreements or any other methods whatsoever designed to prevent continued employment/service delivery at the sites for PROVIDER’s 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 PROVIDER is applicable as well to the on-site management team in its entirety.

1. 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.

1. Cooperation upon termination or non-renewal of contract

PROVIDER shall 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 shall include, but not be limited to, the provision to COUNTY of the names, addresses and telephone numbers of personnel, independent contractors and subcontractors as well as salaries, organizational charts, certifications, , 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. PROVIDER shall provide said information and any other requested information 14 days prior to the effective date of the termination or contract end and again immediately following contract end.

1. Assignment

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

Limitation – This 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.

1. Ownership of data

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.

Any reports, information and data, policies and procedures, protocols, manuals, forms, records, statistical reports, given to or prepared by PROVIDER under this agreement shall not be made available to any individual or organization by PROVIDER without the prior written authorization of 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 PROVIDER. 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 COUNTY of the materials specifically and of the dissemination in general.

1. Audit and Inspection of Records

PROVIDER shall permit the authorized representatives of the County, to inspect and audit all data and records of PROVIDER 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.

1. Media Releases and Contact

PROVIDER’s staff, independent contractors and subcontracts may not release any information about the contract or events occurring within a COUNTY facility to a public forum or to the media without the authorization of COUNTY. Any such release shall be coordinated through the parties’ public information representatives.

1. Medical Restraints and Therapeutic Seclusion

1. PROVIDER 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 shall approve all policies. Only approved restraint systems shall be used.
2. The ordering of medical restraints shall be authorized by the Medical Director in the case of an individual whose restraint is critical, after reaching the conclusion that no other less restrictive treatment is appropriate. 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 to maintain 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 federal and state law.
3. 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.
4. When security restraints or use of force become necessary, members of the health care staff may only 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. PROVIDER 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.
5. PROVIDER 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. When clinically ordered, restraint or seclusion shall be employed for the shortest time possible. All staff who use restraints shall be trained in their proper application. The monthly report shall include essential elements of documentation regarding how often these methods were ordered, for what duration, and basic reason utilized.

1. Forced Psychotropic Medication

PROVIDER shall establish detailed policies, procedures and practices regarding the use of forced psychotropic medication, licensed clinician authorization, documentation required, and appropriate follow-up care required.

PROVIDER shall comply with all state and federal laws, rules and regulations regarding the use of forced medication of any kind, including psychoactive medications. 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 when an inmate is dangerous to self or others due to a medical or mental illness and when forced psychotropic medication may be used to prevent harm, based on a licensed clinician’s order. The use of such medication shall be documented in the inmate’s confidential health record. Psychotropic medication shall not be used to control behavior or as a disciplinary measure. Additionally, PROVIDER shall ensure that laws are in operation with regard to forced non-emergent psychotropic medication with the involvement of a psychiatrist.

1. Forensic information

PROVIDER’s direct care staff is prohibited from involvement with forensic specimen collection or the obtaining of forensic information. PROVIDER shall develop policy and procedure surrounding the specific situations most likely to occur within the jail.

1. Informed consent

PROVIDER shall establish policy and procedures addressing the applicability and necessity of informed consent and specify circumstances under which risks and benefits of intervention are explained to the inmate. This shall include the need for written documentation in the inmate’s confidential health record for any invasive procedures or any treatment where there is risk and benefit to the patient.

Practice shall comply with federal and state requirements.

1. 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 PROVIDER. PROVIDER shall establish policy and procedures addressing an inmate’s right to refuse health evaluation and treatment. The policy and procedure shall also address the various scenarios of refusal and potential exceptions. PROVIDER 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.

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

1. Medical research

PROVIDER 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 COUNTY.

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

1. Policies

PROVIDER shall give COUNTY policies for forensic information, informed consent and right to refuse treatment prior to contract start date.

1. Performance Bond

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

XVI. MISCELLANEOUS.

A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF,** COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\* \* \***

**FOR COUNTY:**

Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JOSEPH PARISI, County Executive

Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCOTT MCDONELL, County Clerk

\* [print name and title, below signature line of any person signing this document]

rev. 08/17

Schedule A

Schedule A contain a detailed description of what PROVIDER will provider per the response to Section 5 – Technical Requirements from the RFP and any subsequent negotiations or discussions with the COUNTY.

**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** |
| ***Administrative -*** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Health Serv. Adm.** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Admin. Asst./Sec.** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ***Clinical -*** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Medical Director** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Staff Physician** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Mid-level provider** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ***Mental Health -*** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Dir. of Mental Health** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Psychiatrist** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Clinical Nurse Spec.** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Psychologist** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Social Worker** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Other Discipline** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ***Nursing -*** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Dir. Of Nursing** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Nursing Sup./RN** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Charge Nurse/RN** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Staff Nurse/RN** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **LPN** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ***Medical Records -*** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Med. Rec. Tech.** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ***Dental -*** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Dentist** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Dental Hygienist** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Dental Assistant** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ***Other Staff -*** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ***Total by Shift -*** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ***Grand Total -*** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**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.**

# Schedule B

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.

1. **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.

1. **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 shall 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 shall 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.

1. **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 require 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 may be authorized and approved in advance by COUNTY may be considered as time worked on a case by case basis.

1. Backfill replacement

PROVIDER shall replace, as scheduled, the following staffing /medical assistant, LPN or RN as scheduled regardless of day of week, shift, or post assignment. Mental health professionals shall be replaced hour for hour for intake. Medical records staffing will require backfill replacement. Dental assistants require backfill at 100%.

Hours replaced by approved individuals will be considered as hours worked against the absent hours and will be adjusted on the credit.

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:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **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** |  |  |  |

**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** |  |  |  |

**SALARY RANGES AND RATES**

The vendor shall 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 shall 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 shall include all required information. Titles for positions not included but intended for use by the vendor shall be added and the complete information included.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Position Title** | **Pay Range** | **Average Rate** | **Shift**  **Differential** | **Status** |
| ***Administrative -*** |  |  |  |  |
| **Health Services Adm.** |  |  |  |  |
| **Admin. Asst./Sec.** |  |  |  |  |
| ***Clinical -*** |  |  |  |  |
| **Medical Director** |  |  |  |  |
| **Staff Physician** |  |  |  |  |
| **Mid-level provider** |  |  |  |  |
| ***Mental Health -*** |  |  |  |  |
| **Dir. of Mental Health** |  |  |  |  |
| **Psychiatrist** |  |  |  |  |
| **Clinical Nurse Spec.** |  |  |  |  |
| **Psychologist** |  |  |  |  |
| **Social Worker** |  |  |  |  |
| **AODA Counselor** |  |  |  |  |
| **Other Discipline** |  |  |  |  |
| ***Nursing -*** |  |  |  |  |
| **Dir. Of Nursing** |  |  |  |  |
| **Nursing Supervisor/RN** |  |  |  |  |
| **Charge Nurse/RN** |  |  |  |  |
| **Staff Nurse/RN** |  |  |  |  |
| **LPN** |  |  |  |  |
| ***Medical Records -*** |  |  |  |  |
| **Med. Rec. Technician** |  |  |  |  |
| ***Dental -*** |  |  |  |  |
| **Dentist** |  |  |  |  |
| **Dental Hygienist** |  |  |  |  |
| **Dental Assistant** |  |  |  |  |
| ***Other Staff -*** |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Note: Status of the position shall 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 shall be based on 2080 hours per year.**

# Schedule C

All required reports will be delineated in this section.