

# Dane County Contract Cover Sheet

Res 263  
significant

<b>Dept./Division</b>	Sheriff's Office -- Security Services
<b>Vendor Name</b>	Correct Care Solutions, LLC
<b>Vendor MUNIS #</b>	10622
<b>Brief Contract Title/Description</b>	Approval of contract to provide correctional health care and mental health care service to inmates in the Dane County Jail.
<b>Contract Term</b>	January 1, 2018 - December 31, 2022
<b>Total Contract Amount</b>	\$ 27,766,041.37 (5-year contract amount)

<b>Contract #</b> <small>Admin will assign</small>	13248
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	POS
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> Under \$10,000 – Best Judgment (1 quote required)		
	<input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)		
	<input checked="" type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)	<b>RFB/RFP #</b>	117020
	<input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)		
	<input type="checkbox"/> Bid Waiver – 35,000 or above (N/A to Public Works)		
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

<b>MUNIS Req.</b>	Org Code	SHRFSEC	Obj Code	31560	Amount	\$ 5,258,301
<b>Req #</b>	338	Org Code	Obj Code		Amount	\$
<b>Year</b>	2018	Org Code	Obj Code		Amount	\$

<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.</b>		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	<b>Res #</b>	263
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.	<b>Year</b>	2017

<b>Domestic Partner</b>	Does Domestic Partner Equal Benefits Requirement Apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11/21/17		
CM	Controller		11/21/17	
Be	Purchasing	11/21/17	11/21/17	
	Corporation Counsel	11/21/17	11/21/17	
	Risk Management	11/21/17	11/21/17	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Lillian Radivojevich	<b>Name</b>	Patrick Cummiskey
<b>Phone #</b>	(608)284-4801	<b>Phone #</b>	(615)324-5777
<b>Email</b>	radivojevich@danesherriff.com	<b>Email</b>	patrick@correctcaresolutions.com
<b>Address</b>	115 West Doty Street, Madison, Wisconsin, 53703	<b>Address</b>	1283 Murfreesboro Pike, Suite 500, Nashville, TN, 37217

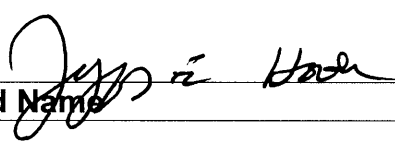
**Certification:**

The attached contract is a:

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | Dane County Contract <u>without</u> any modifications.   |
| <input checked="" type="checkbox"/> | Dane County Contract <u>with</u> modifications.<br><b>The modifications have been reviewed by: Corporation Counsel</b> |
| <input type="checkbox"/>            | Non-standard contract.   |


## Contract Coversheet Signatures

**Department Approval of Contract**

Dept. Head / Authorized Designee	<b>Signature</b>	<b>Date</b>
		11-21-17
	<b>Printed Name</b>	

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

Director of Administration	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	
Corporation Counsel	<b>Signature</b>	<b>Date</b>
		11-21-17
	<b>Comments</b>	

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages, including schedules: 42  
Agreement No. 13248  
Expiration Date: December 31, 2022  
Authority: Res. 263, 2017-2018  
Department: Sheriff's Office  
Maximum Cost: \$27,766,041.37  
Registered Agent: Corporate Creations Network Inc.  
Address: 4650 W. Spencer Street Appleton, WI 54914

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Correct Care Solutions, LLC. (hereafter, "PROVIDER"),

**WITNESSETH:**

**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 1283 Murfreesboro Road, Suite 500 Nashville, TN 37217,

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 terminated in accordance with this Agreement. 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.
  - A. PROVIDER agrees to provide the services detailed in the request for proposals (RFP) and PROVIDER's response thereto and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that this contract and the terms of Schedule A, to the extent of any conflict, are controlling.

- B. 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.
- C. 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. Termination for Cause. This Agreement may be terminated for cause under the following provisions.

A.1 Termination by COUNTY: Failure of PROVIDER to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice PROVIDER shall have ten (10) days to provide a written response to the COUNTY. If PROVIDER provides a written response to the COUNTY which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the COUNTY, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the COUNTY. COUNTY may terminate this agreement immediately under the following grounds:

- i. 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.
- ii. Failure by PROVIDER to carry applicable licenses or certifications as required by law.
- iii. Failure of PROVIDER to comply with reporting requirements contained herein within five (5) business days of notice of such reporting non-compliance. Hence, if PROVIDER does not comply with a reporting requirement: COUNTY, shall provide notice of such non-compliance and PROVIDER shall have five (5) business days to provide the necessary reports to be in compliance with reporting requirements. If PROVIDER is not in compliance within five days of the notice COUNTY may terminate the Agreement.

- A.2 Termination by PROVIDER: Failure of the COUNTY to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by PROVIDER upon sixty (60) days advance written notice to the County specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the COUNTY shall have ten (10) days to provide a written response to PROVIDER. If the COUNTY provides a written response to PROVIDER which provides an adequate explanation for the "basis for termination" and the COUNTY cures the "basis for termination" to the satisfaction of the PROVIDER, the sixty (60) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to PROVIDER.
- B. Termination Without Cause: Notwithstanding anything to the contrary contained in this Agreement, the COUNTY or PROVIDER may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving one hundred and twenty (120) days advance written notice to the other Party.
- C. If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the COUNTY may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to PROVIDER.
- 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	\$ 800,000 Per Occurrence
other qualified healthcare provider	\$2,000,000 Annual Aggregate
under §655 Wisconsin Patient	

#### Compensation Fund Statute

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	1,000,000 Per Occurrence /
§655 Wisconsin Patient	Claim
Compensation Fund Statute,	\$3,000,000 Annual Aggregate
State of Wisconsin	
(Indicate if Claims Made or	
Occurrence)	

#### 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 upon request 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.
- B. 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.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. 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

##### A. 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 request, PROVIDER shall replace the central contact person within 30days.

##### B. 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 full-time on-site management team in its entirety.

##### C. Staff Participation

COUNTY reserves the right to approve or reject, for any reason, any and all Provider 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 Provider staff criminal background checks prior to any such staff's initiation of recurring on-site services.

##### D. Cooperation upon termination or non-renewal of contract

PROVIDER 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 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 on the business day following contract end.

##### E. Assignment

Assignment by Subcontract – Assignment of any portion of the work by subcontract must 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.

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

F. 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.

G. 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.

H. 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 County's public information representatives.

I. Medical Restraints and Therapeutic Seclusion

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 must approve all policies. Only approved restraint systems shall be used.

The ordering of medical restraints shall be authorized by the Medical Director in the case of an inmate 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 inmate 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. 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.

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 inmate to report any observations regarding the improper application of security restraints.

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.

J. 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 inmates 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 and community standard are in operation with regard to forced non-emergent psychotropic medication with the involvement of a psychiatrist.

K. 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.

L. 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 inmate.

Practice shall comply with federal and state requirements.

M. 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.

N. 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.

O. 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.

XVI. MISCELLANEOUS.

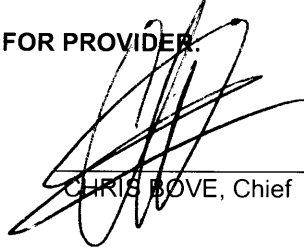
- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as 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. Changes in Scope. If at any time during the Term of this Agreement, there is a material change in the scope of services provided by PROVIDER as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the Parties hereby agree to re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed 30 days from the effective date of the material change. The above will also apply in the event COUNTY remodels and or closes a Facility as such will also be considered a change in the scope of services.
- F. 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: 11-20-2017



CHRIS BOVE, Chief Operating Officer

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. 04/17



## **Schedule A**

Schedule A contains a detailed description of what PROVIDER will provide per the response to Section 5 – Technical Requirements from RFP 117020. The term of the contract shall be for five (5) years January 1, 2018 through December 31, 2022.

Consistent staffing improves the quality of inmate care and minimizes issues that can lead to grievances and lawsuits. The Provider should employ multiple strategies, to include providing competitive salaries and benefits, to ensure a qualified and diverse work force and promote high efficiency, fewer mistakes, and improved morale.

The Provider shall implement and maintain the staffing matrix below to ensure a proper mix of staffing. The Provider has authority for all hiring and terminations. However, the Provider's staff, independent contractors and subcontractors shall cooperate with the County in any investigation involving inmate or staff conduct. The Sheriff's Office may restrict access to the sites on the basis of security violations. The Sheriff's Office will communicate promptly with the Provider regarding any such situations. All staff shall meet the County's background screening requirements prior to accessing County facilities. The County shall complete all background requests within a reasonable time period. The Provider's personnel shall be subject to the same security guidelines, rules and regulations as County staff.

### **STAFFING TABLE**

<b>Correct Care Solutions</b>									
<b>Dane</b>								<b>ADP 734-834</b>	
<b>Position</b>	<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>	<b>HRS/WK</b>	<b>FTE</b>
<b>DAY SHIFT</b>									
Health Services Administrator	8	8	8	8	8			40	1.00
Director of Nursing	8	8	8	8	8			40	1.00
Medical Director	8	8	8	8	8			40	1.00
Administrative Assistant	4	4	4	4	4			20	0.50
Mental Health Director	8	8	8	8	8			40	1.00
Dental Assistant			8	8	8			24	0.60
Dentist			8	8				16	0.40
Psychiatrist	8	8						16	0.40
RN	41	24	29	24	32	24	24	198	4.95
Psych RN	8	8	8	8	8			40	1.00
LPN	8	20	20	20	20	20	20	128	3.20
CMA	8	8	8	8	8			40	1.00
Medical Records Clerk	20	4	4	4	8			40	1.00
MHP	16	16	16	16	16	16	16	112	2.80
Discharge Planner	8	8	8	8	8			40	1.00
<b>Total Hours/FTE-Day</b>								<b>834</b>	<b>20.85</b>
<b>EVENING SHIFT</b>									
RN	16	16	16	16	16	16	16	112	2.8
LPN	16	16	16	16	16	16	16	112	2.8
Medical Records Clerk	8	8	8	8	4			36	0.9
MHP	16	16	16	16	16	16	16	112	2.8
<b>Total Hours/FTE-Evening</b>								<b>372</b>	<b>9.3</b>

NIGHT SHIFT									
RN	20	20	20	20	20	20	20	140	3.5
LPN	8	8	8	8	8	8	8	56	1.4
MHP	8	8	8	8	8	8	8	56	1.4
Total Hours/FTE-Night								252	6.3
<b>Total Hours/FTE</b>								<b>1458</b>	<b>36.45</b>

The Medical Director shall maintain privileges at Meriter Hospital, University of Wisconsin, and St. Mary's Hospital. The Provider shall work with the hospitals to ensure that inmates are receiving appropriate and necessary care, and that they are returned to the jail as soon as possible. To facilitate communication, the Medical Director shall conduct meetings with the Directors of local Emergency Rooms. These meetings shall be implemented in the first quarter of the contract and annually after that.

The Provider may substitute one (1) hour of physician time for two (2) hours of mid-level practitioner time, as necessary with County approval.

The Provider shall provide dental services on-site by licensed dental personnel. Treatments shall include, but are not limited to exams and treatments such as fillings and extractions. A dentist shall provide 16 hours of on-site care and a dental assistant. The Provider shall dentist shall be on-site 16 hours per week to provide necessary services and a dental assistant shall be on-site 24 hours per week to assist the dentist and manage the treatment schedule and care requests, and maintain and sterilize equipment. Qualified health care professionals, trained by the dentist, shall conduct dental sick call screenings. Medical staff shall follow the Providers protocols to address inmates' emergent dental needs as warranted. An oral examination shall be performed by a dentist within 12 months of admission. Dental lab services shall be available through the Provider with focus on those individuals without teeth or with an insufficient number of teeth in opposition to masticate properly.

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 Provider 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.

Except as allowed by this Agreement, any hours scheduled for on-site coverage by medical providers (i.e. Medical Director, staff physicians, Chief Psychiatrists, Psychiatrists, and Nurse Practitioners, but excluding specialty or subspecialty consultants), dentists and all other Provider personnel, that are not provided or filled completely by the hour according to the staffing Table shall be subject to adjustment and credit to the benefit of Dane County in the next monthly payment.

The Provider shall provide a monthly staffing report to show contracted versus actual hours worked for pay periods ending in the previous month. These staffing reports will be the basis for the issuance of staffing credits using hourly reimbursement rates. Adjustments shall be made on an hour for hour basis for actual, documented hours worked versus hours scheduled under the Staffing Table and will be assessed at 100% of the average hourly rate as set forth for the position involved in the Salary Table.. Hours of participation in training that is approved in advance by Dane County shall not be subject to adjustment under this section. The Medical Director, Psychiatrist, Dentist, Health Services Administrator, Mental Health Director, Director of Nursing, Administrative Assistance, Medical Records, Psych RN, Dental Assistant, Discharge Planner, and CMA shall not be required to provide non-emergency health care services on the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. For positions not referenced in the foregoing sentence, staffing

levels shall be maintained as set forth in the Staffing Table, whether or not a specified workday falls on a holiday. Staffing schedules may be modified upon the mutual agreement and written consent between PROVIDER and the Sheriff's Office.

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. Physician staffing shall be in accordance with guidelines and recommendations of the NCCHC, Standards for Health Services in Jails.

Though discouraged, the Provider may utilize agency or temporary personnel such as nursing, medical records, clerical or other staffing. However, should the use of temporary agency personnel negatively impact on-site continuity of operations, the County reserves the right to give the Provider 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.

The Provider may provide opportunities for students, interns, and fellows to develop and enhance their skills. However, student or interns shall not be utilized to meet staffing levels. Students or interns working in the system work under direct supervision by the Provider's staff, commensurate with their level of training.

Students and interns shall receive orientation to include education of health care and security policies and confidentiality of information. The Provider shall maintain written agreements with the training and education facility that covers the scope of work, length of agreement and any legal or liability issues. Students or interns must agree in writing to abide by facility policies including those related to security and confidentiality of information. Students and or interns shall be supervised as follows:

- Medical Students, Physician's Assistants candidates, and Nurse Practitioner students work under the direct supervision of the Medical Director or other staff physician.
- Nursing students work under the direct supervision of a nurse licensed in the State of Wisconsin.
- Psychology, social work or counseling students work under the direct supervision of a qualified mental health professional.

The Provider 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. Provider's staff members shall be required to wear Sheriff's Office issued ID's at all times.

The County shall make available permits for Provider's staff in the Dane County Parking Ramp. If the Provider chooses to utilize this means of staff parking, the Provider shall compensate the County for each permit at the monthly rate of \$15. The County shall invoice the Provider for parking permits on a quarterly basis. If an employee resigns or is terminated, the Provider shall 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 the County. The Provider shall pay the County the appropriate fee for any parking permits, electronic security passes or keys which the Provider's employees, former employees, or subcontracted employees fail to return to the County.

The County shall provide basic examination space, related utilities and telephone service, and existing medical equipment. The Provider shall be responsible for the repair and maintenance of all existing medical equipment. Should such equipment become non-serviceable due to routine use, the Provider shall be responsible for its replacement. The Provider shall secure and provide any additional necessary equipment, to include office equipment. Office equipment purchased by the Provider cannot not be connected to Dane County's network. The Provider 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 Provider will be required to provide not less than three quotes.

The Provider shall ensure that the jail has necessary staff and supplies to provide on-site care and treatment of the inmate population, including but not limited to laboratory, radiology, medical, and dental supplies. The Provider shall establish par level ordering guidelines to ensure the continuation of proper care. All materials and equipment shall comply with standards promulgated by the American National Standards Institute (ANSI) or with the rules of the Food and Drug Administration under the Safe Medical Devices Act and any other applicable federal, state, or local laws.

The Provider shall be responsible for all associated office and medical equipment required for the efficient operation of the medical program. All equipment owned by the County at the inception of the contract shall remain the property of the County. All equipment purchased by Provider during the contract term shall remain the property of the Provider.

The Provider shall establish written job descriptions that are specific and unique to the County. These job descriptions shall be approved by the Health Service Administrator and Medical Director as well as the County. The Provider's employees shall be given a copy of their job description to review and sign at the time of their employment and the job description shall be used for performance evaluations. The Provider shall conduct performance evaluations on all full-time and part-time employees at least annually. In addition to job descriptions, the Provider shall establish post orders for nursing staff and mental health professionals to adequately document detailed assignment expectations per shift per task(s) assigned.

The Provider shall establish and maintain site specific policies and procedures as well as related health record forms. The Provider 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 and by the Jail Administrator. 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.

The County understands that policies and procedures, protocols, manuals (such as quality improvement, infirmary, nursing, forms, etc.) are proprietary. However, such documents 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 County shall not disseminate such documents to a third party except as required by law. The Provider shall ensure that all policy and procedure manuals throughout the facilities are current with the latest version of the required documents.

The County shall provide access orientation training all the Provider's staff and subcontracted, temporary or agency staff on security issues prior to admittance in the facilities. In addition, the Provider shall establish and provide health specific orientation training on health care operations. Orientation for temporary or agency personnel as well as PRN staff is mandatory as well, but may be modified to one day of training.

This orientation is required in addition to on-the-job training. The length of orientation in total is within the discretion of the Provider based on the needs of the individual. However, 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. The Provider shall maintain all orientation training documentation and shall ensure that such documentation is current and accurate. The Provider shall produce training documentation to the County upon request.

During orientation, each employee shall receive instruction on how to handle sharp instruments, utensils, and supplies. Needles, syringes, and other high-risk items are stored in locked areas and signed out to the individuals when they are used. Sharps are never to be left in any area when not in use. Sharps are

inventoried at each change of shift, and each employee is responsible for ensuring that the sharps count is correct. Employees are instructed to never take the word of co-workers when conducting sharps counts. Used sharps are considered biomedical waste, and shall be discarded directly into leak-proof, puncture resistant containers that have been designed for this purpose.

The Provider 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. Credentials files shall be completed within 90 days of hire and shall minimally include licensure and DEA information, if applicable, as well as evidence of current malpractice insurance. These files shall be subject to review and inspection by the County upon request and become the property of the County upon contract termination.

The Provider shall report any complaints against an individual license immediately to the County. Only individuals whose license is in good standing shall be considered for employment. Any individual whose license is under disciplinary action of any kind, probation or suspension, shall not be considered acceptable. Physician admitting privileges at local hospitals shall also be investigated to ensure good standing.

While nurses and psychiatric social workers do not complete a full credentialing process, licenses shall be verified, any disciplinary action delineated, and documentation maintained.

The Provider shall provide continuing education activities, on-site to the extent feasible. While employees are ultimately responsible for their own development, the Provider shall offer continuing education credits to nursing staff as an employee benefit.

The Provider 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 may not be substituted for the monthly staff meetings.

The Provider 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 maintained by the Health Services Administrator, in the health services unit, and shall be available for inspection by the County any time.

The Provider shall ensure that clinical treatment is performed pursuant to written or verbal orders signed by personnel who are authorized by state laws to practice within the State of Wisconsin. The Provider shall keep DEA certificates on file. Verbal orders are signed in accordance with state law, but at least within 72 hours.

A health care provider shall order laboratory tests for diagnostic purposes and review and sign off on the results. All laboratory results shall be reviewed within 24-48 hours (72 hours for weekends and holidays). The inmate shall be notified as soon as practical of all abnormal results that are of concern to the Medical Director and appropriate follow-up care shall be provided.

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

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

The Provider shall implement a peer review consistent with accreditation and contractual responsibilities to ensure that the medical program meets community standards of care. Peer reviews shall be conducted by an external provider to be mutually agreed upon by the Provider and County to ensure an unbiased review. Over the first 12 months of their employment, practitioners shall work with an assigned coach/mentor to ensure a thorough onboarding and to provide them with resources for their clinical work in correctional health care. At the end of the first 120 days of employment, practitioners shall participate in a focused clinical review, and at the end of their first year and every year thereafter.

The clinician performing the peer review shall review all aspects of care provided and work performed appropriate for the clinician being reviewed. The Reviewer shall discuss their findings with the clinician being reviewed. Improvement plans shall be created when areas of improvement are noted. The reviewer shall work with the clinician and the HSA to establish an improvement plan. Only the certification that the review was completed shall be maintained by the Health Services Administrator.

The Provider shall maintain a log outlining each clinician being reviewed and date of previous and next peer review for accreditation purposes. The Medical Director, can perform, or request the performance, of an independent review if the clinician's competence is in question.

The Provider shall conduct a medical and a mental health intake screening conducted on all inmates upon their arrival at the Dane County Jail to ensure that emergent and urgent health needs are met. As such, the Provider shall maintain nursing and qualified mental health professional coverage at intake 24 hours a day, 7 days per week, including holidays, so that inmates with medical and mental health concerns can be stabilized as quickly as possible and medications initiated. The results of the screening shall be documented in the electronic medical record established for each inmate. Intake screenings shall emphasize the identification, referral, and treatment of inmates with acute and chronic health care conditions, including behavioral health disorders, suicide risk, detoxification, and dental issues, as well as the identification of inmates who require isolation, or close observation. In addition, the screening shall include inmate education on how to access care and PREA screening and education.

As part of the intake screening, the Provider shall verify medications, medically necessary diets, and make referrals for appropriate interventions based on conditions presented at intake. The Provider shall notify jail staff of any inmate requiring extraordinary oversight, treatment, or management, or those with critical conditions. Intake personnel may also make referrals for placement/housing, including general population, medical observation, mental health, suicide watch, etc.

Nursing staff assigned to intake shall conduct wellness rounds of all inmates held on the first floor a minimum of once every four hours.

The Provider shall complete a Health Transfer Summary for all inmates transferred between DCJ facilities and other institutions outside of the DCJ system to ensure that any current medical and mental health needs are identified, to include medications, diet, and that any pending treatments or appointments are identified for follow-up. The Provider shall review Health Transfer Summaries received from institutions outside of the DCJ system at intake in conjunction with the inmate's receiving screening.

During the intake process, the Provider shall provide oral and written instructions on how to access health services within the facilities. Forms shall be available in both English and Spanish. The Provider shall establish written information, in English and Spanish, to be given out to all incoming inmates during the intake process. The Provider's staff may provide interpretive services if available. Otherwise, the Provider shall arrange for service available through a language line or other mechanism acceptable to the County to facility information exchange and disseminate information to the inmate population to accommodate despite physical disabilities or language barriers.

The Provider shall screen for the signs and symptoms of tuberculosis during the intake screening process. If an inmate presents signs or symptoms, the inmate may be isolated or referred for further evaluation. For all other inmates, the Provider shall perform the Mantoux

skin test during the health assessment, which occurs within 14 days of the inmate being in custody.

A qualified health professional shall conduct a comprehensive health assessment, including a complete medical history and physical examination, and dental screening of all inmates within 14 days of admission. During the assessment, medications should be evaluated by the Provider to determine need 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.

Inmates with prolonged stays shall receive a health maintenance exam upon the anniversary of their incarceration.

The Provider shall establish policy, procedure and systems for 24-hour emergency care at all facilities and shall establish a physician/mid-level provider "call back" schedule during off hours so that urgent but non-emergent services such as suturing can be provided on site. Upon notification of an emergency, health staff may be required to respond with necessary emergency equipment and supplies. The inmate should be stabilized on site, then transferred to an appropriate medical facility as necessary. The Provider 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 Provider shall work cooperatively with the County in enforcing security guidelines for escorts during transportation and shall ensure all pertinent medical information accompanies all inmates when traveling off site to a specialty appointment or emergency room.

The Provider shall provide emergency medical treatment and first aid to stabilize staff, visitors, employees, or subcontractors of the Dane County Jail who become ill or injured and require emergency care while on the premises. Once the inmate's condition is stabilized, they shall be referred to a personal physician or to a local hospital. The Provider shall document any services provided.

On-site medical staff may make emergency off-site referrals based on established guidelines and their professional interpretation of the inmate's need. The on-call physician shall be notified as soon as the situation allows. The Provider shall coordinate with local hospitals as appropriate in emergency situations, and work in conjunction with security staff to facilitate emergency transport. Emergency ambulance services for the Dane County Jail facilities are provided by government-operated EMS providers, which invoice patients directly for ambulance services. The Provider shall conduct a retrospective review following an ER referral to ensure that the action was appropriate and to identify any additional staff training needed.

The Provider shall make arrangements with specialists for the treatment of inmates with health care problems beyond the scope of primary care provided on site. In the event that an inmate requires hospitalization or specialty services that cannot be provided on site, the Provider shall authorize, schedule, and coordinate the provision of all outpatient services, including but not limited to outpatient surgery, diagnostic testing (e.g., MRI, CT scan, etc.), and ER ambulance services. The Provider shall coordinate with security staff to arrange transport for both emergent and non-emergent transportation for off-site medical care to ensure that transportation services are provided in a timely and safe manner. To the extent possible, the Provider shall cluster appointments for ease of transport while also working with custody to ensure security requirements are met. The Provider should attempt to provide as many on-site medical services as possible in order to limit the number of inmates who must be transported off site, while ensuring that inmates receive medically necessary health care services in the most appropriate setting.

The Provider shall see inmates returning from an off-site medical appointments or hospital stays for follow-up and shall document the follow-up in the inmate's confidential electronic medical record. All information and documentation returned with the inmate from an off-site provider shall become part of the inmate's confidential electronic medical record. This includes a disposition and instruction sheet to indicate actions taken, orders written, findings from consults, treatments performed, and a detailed discharge summary for inmates returning from an inpatient hospitalization.

The Provider 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 care site is clinically appropriate to the unique needs of the individual inmate. Despite either outpatient or inpatient utilization management initiatives by the Provider, the site Medical Director shall be responsible for clinical decisions involving inmates within the detention facilities. Final medical authority rests with the Medical Director.

The Provider should strive to ensure that specialty services with urgent priorities occur as quickly as possible within 7 days of referral; routine specialty services occur as soon as possible within 30 days of referral. If services do not occur within this timeframe, the practitioner shall re-evaluate the inmate to determine and document the level of need.

In the event that an inmate requires specialty services that cannot be provided on-site, The Provider shall authorize, schedule, and coordinate the provision of such services with local providers.

The Provider shall ensure the availability of laboratory, x-ray and EKG diagnostic services on-site within the facilities. With regard to lab services, the Provider 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 Provider 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 Provider 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.

The Provider shall provide EKG services on-site. EKG services include EKG machines, supplies, actual tracings/strips and the immediate reporting of results to the on-call jail physician. EKG services include an on-site printout of the strip and the report.

X-ray services shall be provided through the Provider on-site with portable equipment and the Provider is responsible to provide the portable x-ray equipment, films, supplies and all related materials. Portable equipment and all necessary supplies shall be provided, either purchased by the Provider or through a subcontract agreement. All X-rays and radiology special studies shall be read by a board-certified radiologist, who provides a typed and/or automated report within 24 hours. The radiologist shall notify health staff if a report necessitates immediate intervention. The Medical Director or physician/mid-level designee shall be notified of all abnormal radiology results and reviews, initials, and dates all X-ray reports within five working days.

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

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.



Lab services, including HIV and sexually transmitted diseases, are available through the state's health department. If these services are unavailable for any reason, The Provider shall be responsible for all lab testing conducted by health services staff.

The Provider shall make arrangements with specialists for the treatment of inmates with health care problems beyond the scope of primary care provided on site. In the event that an inmate requires hospitalization or specialty services that cannot be provided on site, the Provider shall authorize, schedule, and coordinate the provision of all outpatient services, including but not limited to outpatient surgery, diagnostic testing (e.g., MRI, CT scan, etc.), and ER ambulance services.

Inmates shall have immediate access to sick call request forms for medical, dental, or mental health attention that meet all standards and guidelines. Sheriff's Office staff can also make referrals if they have concerns for the health status of an inmate. 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.

Health staff shall conduct sick call triage at least once daily, seven days a week, including holidays. Inmates shall receive a face-to-face consultation at the next scheduled nurse sick call. Should the need arise outside the scheduled sick call, inmates who require urgent or emergent medical attention are seen on the same day they request such services. Sick call requests are assigned a disposition of Urgent, Priority, or Routine. The triage disposition shall be documented 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. All medical requests shall be recorded, along with a recommended intervention and referral to appropriate health care staff in the inmate's confidential electronic medical record.

Sick call encounters shall be conducted by nursing and physician staffing for medical concerns, nursing or dental staff for dental concerns and a Psychiatric Social Worker or MHP for mental health concerns. RN sick call shall be available on-site daily including weekends. Physician sick call shall be conducted not less than five days per week.

To the extent possible, medical exams and procedures should be carried out in an appropriate clinical environment to ensure privacy confidentiality. Exam and treatment rooms shall be properly equipped. .

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.

The Provider shall utilize their electronic scheduling function to schedule appointments for specialty health care services, both on and off site.

The Provider shall cooperate with the County in the administration of the County's policy regarding the collection of medical co-pays from inmates.

The Provider shall establish and implement assessment protocols to be utilized by the health staff. These protocols shall be approved by the Medical Director and reviewed and updated or revised as needed on at least an annual basis. As part of the annual review process, the Health Services Administrator and/or the Director of Nursing shall instruct all nursing staff on revised assessment protocols applicable.

The Provider 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 Provider based upon clinical need. The Provider is not responsible for providing contact lenses or tinted lenses, unless determined to be medically necessary by an ophthalmologist. The Provider does not 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. Initial consideration or replacements of assistive devices for hearing impairment are contingent upon the determination by the Providers Medical Director that the devices are necessary for functioning and to prevent further deterioration. Assistive devices, such as crutches and wheelchairs, are supplied when the health of the inmate is adversely affected, subject to approval by DCJ as not posing any danger to others.

The Provider shall provide medically supervised on-site withdrawal management services in accordance with all applicable standards of treatment. Health care staff shall be trained to recognize the signs and symptoms of withdrawal and to take the proper next steps to safely manage inmates experiencing these symptoms. The Withdrawal Management Program shall be comprised of the following steps:

- Receiving Screening
- Observation and Monitoring
- Treatment

Significant histories of substance abuse of alcohol or other drugs increases the possibility that an inmate will experience some degree of withdrawal. The receiving screening shall include questions regarding types of substances used, time of last usage, frequency and amount of usage, how long the inmate has been using, and side effects experienced when ceasing use in the past. During the receiving screening, medical personnel shall use a standardized form to evaluate all inmates for signs and symptoms of withdrawal. Inmates who report alcohol and/or drug dependence or who are identified as being at risk for withdrawal receive a more in- depth assessment.

Inmates determined to be at risk for alcohol or drug withdrawal shall undergo withdrawal monitoring. Nursing staff contact the physician/mid-level provider on duty or on call when inmates are identified as high risk for withdrawal. Based on the clinical presentation of the inmate, the provider may recommend placing them in observation. Inmates experiencing withdrawal from alcohol, opiates, or benzodiazepines are monitored for at least five days or longer if deemed necessary by the provider.

Inmates undergoing withdrawal monitoring are assessed by medical personnel three times daily and anytime requested by facility staff. During each evaluation, the inmate shall undergo a short mental health screen that assesses current thoughts of suicidality, hopelessness, or recent bad news. A positive answer to any of these questions shall result in the inmate being placed on suicide watch and the mental health provider contacted.

A treatment plan shall be established as soon as possible based on the assessment of the inmate's condition. The treatment plan may include prescribed pharmaceutical therapy, as indicated. However, given the limited length of stay in the jail setting, emphasis should be placed on aftercare planning and referral to community resources for substance abuse treatment services. The Provider shall establish a community resource manual for aftercare planning to include treatment options available within the local area, particularly for indigent individuals.

The Provider shall work with the County and community providers in providing education and counseling on opioid addiction. The Provider shall also continue to provide liver function tests and Vivitrol injections.

Pregnant inmates shall receive family planning counseling and discussion of options with regard to the outcome of the pregnancy. This includes comprehensive counseling regarding family planning, future pregnancies, diet and nutrition, levels of activity, and management of chemical dependencies. If a pregnant inmate is admitted with opioid dependence or treatment (including methadone and buprenorphine), the intake RN shall contact a qualified clinician so that the opioid dependence can be assessed and appropriately treated. To the extent possible, pregnant females on methadone or similar substances should have their therapy continued.

The Provider shall establish a prenatal program for managing pregnant inmates. All pregnant inmates shall receive community standard prenatal care including routine vital signs, urine monitoring, evaluation

of fetal progress and size, prenatal vitamins, and pregnancy counselling. A thorough prenatal history shall be obtained and documented as well as history regarding prior pregnancies, number of pregnancies v. live births, complications during pregnancy, etc. The pregnant inmates shall receive their prenatal care through an appropriately qualified and credentialed provider.

The Provider shall provide female inmates with nondirective counseling about pregnancy prevention, including access to emergency contraception. Continuation of contraception shall be considered for inmates who are on a method of contraception at intake, for purposes of both medical stability and pregnancy prevention. After the receiving screening, continuing contraception is available after a recent sexual assault that carries the risk of unwanted pregnancy and when medically necessary. Inmate victims of sexual abuse while incarcerated are offered timely information about, and timely access to, emergency contraception and sexually transmitted infections prophylaxis where medically indicated.

Written information about contraception methods and community resources shall be available, along with an opportunity to discuss future desires with a health care professional with respect to becoming pregnant or preventing pregnancy.

The Provider recognizes that there are special aspects to the mental health needs of female inmates, many of whom struggle with trauma, self-esteem, and body image issues related to histories of sexual abuse and unhealthy relationships. The Provider shall provide programming to teach behavior management and emotional regulation strategies to address these concerns.

The Provider shall not be involved with the collection of physical evidence of sexual assault. 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. All post-assault treatments available to the general public, such as "morning after" contraception, are made available to the inmate victim.

Upon admission to the jail, either before or after the sexual assault criminal investigation has been conducted, the Provider shall 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.

The Provider shall comply with the Prison Rape Elimination Act (PREA) and maintain a "zero tolerance" policy regarding rape or sexual abuse of inmates. The Provider shall establish a policy for responding to allegations of sexual assault of inmates and shall utilize prompt and appropriate health intervention to minimize medical and psychological trauma. The Provider shall track and report medical services provided to inmates that are the result of an assault or another inmate's action, including sexual assaults. Additionally, all inmates shall be screened for a history of sexual abuse-victimization or sexually predatory behavior during the receiving screening.

Health services shall not be involved in forensic testing or specimen collection except when:

- Complying with state laws that require blood samples from inmates, provided there is consent of the inmate and health care staff are not involved in any punitive action taken as a result of nonparticipation in the collection process.
- Conducting blood or urine testing for alcohol or other drugs when done for medical purposes by a physician's order.
- Conducting inmate-specific, court-ordered laboratory tests, examinations, or radiology procedures with consent of the inmate.

Licensed mental health professionals shall provide psychiatric care, including crisis evaluations, psychiatric assessments and referrals, medication and side effects monitoring, and any required follow-up or discharge planning. A mental health professional shall be on site 24 hours a day, 7 days per week to provide on-site assessment and treatment of inmates with clinical symptoms. A licensed psychiatrist shall be on-site 2 days per week and on-call 24 hours a day, 7 days per week. 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. Urgent referrals shall be managed by mental health staff, with follow-up by the psychiatrist as needed. The Provider shall review and triage referrals daily and respond to them in accordance with clinical judgment and NCCHC standards.

All inmates presented for intake at the Dane County Jail shall receive a mental health screening. Inmates shall be informed how to access mental health care. All inmates are eligible for mental health services, however, priority shall be given to those individuals identified as most severely impaired by serious mental disorder, the most dangerous to themselves or others, inmates identified with mental or developmental disabilities and those who exhibit an inability to function within the general population setting of the jail. Inmates currently prescribed psychotropic medications, those currently receiving mental health treatment, and those identified as having a history of mental illness or self-harm shall be referred to for care and shall receive a complete evaluation by qualified mental health personnel within 24-72 hours of intake. If the evaluation indicates that ongoing evaluation and treatment are required, mental health personnel shall establish a treatment plan, schedule the inmate's next session, and make the appropriate referral if a psychiatrist's services are required.

If a staff member identifies an inmate who is potentially suicidal, the inmate may be placed on suicide precautions and referred immediately to mental health staff. The mental health professional shall determine the need for suicide precaution protocol. If needed, arrangements will be made with security staff for housing that affords suicide watch. Inmates placed on suicide precaution protocol by a mental health professional shall be referred to the psychiatrist for evaluation as the soonest possible time.

Upon notification from security staff that an inmate is being placed in restrictive housing, a qualified health care professional reviews the inmate's health record to determine whether existing medical, dental, or mental health needs contraindicate the placement or require accommodation. If contraindications or accommodations are noted, the health care professional shall inform the appropriate security staff. The review and any subsequent notifications shall be documented in the inmate's confidential health record. Inmates isolated for psychiatric purposes shall be examined by the physician or his/her designee within 48 hours after initial confinement.

Inmates in restrictive housing shall have access to sick call on a routine basis with the same frequency as the general population. Health staff shall complete restrictive housing rounds in accordance with NCCHC and ACA standards. Rounds shall be documented.

The Provider shall develop and deliver a Suicide Prevention Program to security staff. The program, at a minimum, shall consist of the signs and symptoms of mental illness, how to recognize when an inmate is in need of emergency mental health care, and warning signs of self-harming behavior, and suicide prevention.

Documentation of the mental health evaluation shall be consistent and standardized and placed within each inmate's confidential electronic medical record. Medical, mental health, and dental records shall be maintained in one comprehensive medical record.

The Provider shall play an active role in managing mental health emergencies. Inmates demonstrating self-injurious behaviors and increased suicide risk shall be placed on constant observation until a comprehensive mental health evaluation can be completed and an appropriate disposition determined.

The Provider shall provide multidisciplinary treatment plans and customized treatment and case management programs for all inmates in need of special accommodation to help ensure necessary care and continuity of care throughout incarceration. Medical recommendations for housing, program, and work assignments are communicated in writing to jail administration and classification staff.

The Provider shall establish a special needs treatment plan for those inmates considered to be special needs inmates. This includes, but is not limited to, the chronically ill, those with infectious diseases, mentally ill or mentally retarded/developmentally disabled, frail elderly, terminally ill or those who are otherwise disabled. At a minimum, the plan shall include information regarding the inmates' disposition,

pharmaceutical therapy, scheduled appointments, therapeutic diet, diagnostic testing, housing assignment, ability to function in general population housing, impact on programming, and frequency of follow-up indicated. When feasible, treatment plans should maintain connections between inmates and the community agencies that have been or will be serving them.

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. Special needs inmates should typically be reviewed by a mid-level provider or physician every or at other intervals when medically indicated. Reviews shall be documented in the inmate's confidential medical record. Mental health treatment plans for special needs mentally ill inmates shall be established by the mental health staff with the provisions established by the Chief Psychiatrist and Director of Mental Health.

The Provider shall develop a comprehensive and thorough suicide prevention program to identify suicidal inmates and provide processes to intervene as appropriate. The program must address communication among all disciplines for one treatment approach by all staff.

The suicide prevention planning begins with an aggressive early identification program with health, mental health and security staff at the booking process. Admission to jail is one of the highest risk times along with 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 Provider shall take these aspects into consideration in the suicide prevention plan. An inmate who is determined to be a suicide risk shall be placed on suicide watch until they are evaluated by the mental health staff and ultimately cleared by a qualified mental health professional.

The Provider 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. The Provider shall develop a formal process for review of and communication regarding special needs inmates. 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.

A dedicated Discharge Planner shall focus on ensuring continuity of care. The Discharge Planner shall assist in creating discharge plans that detail post-release care. The Discharge Planner shall also assist in making post-release referrals as necessary for continuing care. If immediate post-release care is needed, the Discharge Planner shall coordinate with Sheriff's Office representatives to secure post-release appointments. The Discharge Planner shall assist with the completion of paperwork as needed.

If the Discharge Planner is aware of an 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. The Medical Director or Psychiatrist may consider writing a 30-day prescription for placement in the inmate's property so that upon release the inmate may fill the prescription.

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 Provider's disease-specific assessment forms and treatment plan guidelines, shall be utilized to ensure the provision of comprehensive care, as well as continuity of disease management at the initial and follow-up provider encounters.

The Provider shall make information about infectious diseases, chronic illnesses, drug abuse, hygiene, fitness and exercise, smoking cessation and other relevant topics available to inmates. 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. All inmate education materials shall be available in both English and Spanish and be translated to other languages as needed.

The County is responsible for making personal hygiene items available to the inmates. The Provider is not obligated to provide any hygiene items unless there is clinical need for a special item be demonstrated. In such cases, the Provider shall be responsible for the cost as a medical supply/OTC item.

The Provider shall provide examinations and medical clearance for all inmate workers prior to placement in their assignment. Medical clearance for work is made with consideration for the inmate's condition, including known illnesses or any sign of illness or injury observed during examination, which is documented in the inmate's medical record. Examinations typically take place during the 14-day health assessment, but can also be completed upon request. Food service workers shall be medically cleared prior to working in the facility kitchen, or as food servers, according to procedures defined by the responsible physician.

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

In the event that an inmate needs "one on one" care in order to perform the activities of daily living (ADLs) while incarcerated, the Provider shall 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.

The Provider shall facilitate monthly administrative meetings for the purpose of evaluating statistics, program needs, problems, and coordination between custody, health, and mental health services personnel. The Provider 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 shall 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 inmate health care, inmate grievances, and quality improvement.

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 shall evaluate inmates prior to placement in restrictive housing and make recommendations for housing. The Provider shall participate in all multi-disciplinary team meetings.

In the event of an inmate death, either in the jail or at the hospital, the Provider shall immediately notify the County. The Provider shall cooperate with the County in the development of a procedure for full notification within County offices in such a situation. The County shall notify the appropriate individuals within the government hierarchy and the family or next of kin as designated. Provider shall cooperate with the County in the event of a medical examiner inquest or autopsy/postmortem request.

The Provider 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 Provider 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 be responsible for making such notification or may designate a chaplain, program staff person or other individual to actually carry out the notification.

The Provider shall conduct a mortality review within 30 days of any inmate death, regardless of the location of the death. The Provider'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 Provider 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 Provider to improve responsiveness or services as appropriate.

The Provider shall conduct a "psychological autopsy" as part of their Mortality Review in the event of a completed suicide. This quality improvement initiative shall focus on the individual from admission through death and identify key points and reactions. 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. A similar debriefing and quality improvement meeting should be held whenever there has been a serious suicide attempt.

The Provider shall notify the County in writing of any inmate-related litigation received involving the Dane County Jail. The Provider shall not settle any inmate litigation without first contacting the County.

The Provider shall maintain a written Exposure Control Plan approved by the Medical Director. The Plan shall be reviewed and updated at least annually.

The Provider shall establish a comprehensive quality improvement program (CQI) 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 designated liaison, and an annual summary prepared and presented. Efforts shall include all on-site disciplines. County personnel, including the lieutenant liaison, 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.

The Provider shall establish and maintain an Infection Control Committee as a subcommittee of the CQI committee to address infection control concerns. Infection control concerns, including recommendations to control and prevent the spread of infectious diseases, shall be addressed at the scheduled CQI Committee meetings, and the Medical Audit Committee meeting.

The Provider shall establish a comprehensive infection control program, including the need for vaccination programs. Influenza response consisting of surveillance, treatment, and monitoring consistent with community standards shall be established. The Program shall include monitoring and case management of inmates with infectious diseases and sexually transmitted diseases. Testing for STDs is not a routine part of the intake screening or health assessment unless specific symptoms or other information is uncovered during the screening, health assessment, or during sick call that clinically indicates the need for testing. Testing for these diseases shall be done on an opt-in basis (at the inmate's request). Screening for HIV, Hepatitis B, and Hepatitis C shall be provided based on symptoms and not part of routine testing. Testing for these diseases shall be done on an opt-in basis or based on a court order. The Provider shall comply with all State of Wisconsin reporting requirements.

The HSA or his/her designee, in conjunction with jail staff, shall conduct monthly Health and Sanitation Inspections of the Jail. The Provider shall submit monthly reports to the County and to the quality improvement committee, through the infection control subcommittee. The purpose of these environmental inspections is to ensure that inmates live, work, recreate, and eat in a safe and healthy environment.

The Provider, 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 Provider 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 Provider'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 Provider shall work with the County to define the policy and procedure surrounding the use, documentation and timely replenishment of the first-aid supplies.

If handwashing facilities are not available in all inmate contact areas, the Provider shall ensure the availability of products for staff use in disinfecting and cleaning hands, materials that are used without water.

Gloves for security use shall be the responsibility of the County. Gloves for health services staff use shall be provided by the Provider and be readily available in multiple sizes for appropriate fit.

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

The County shall be responsible for the costs associated with biological waste disposal. However, the Provider shall have policies that govern the proper containment, housing, and disposal of biohazardous waste.

The Provider shall maintain up-to-date medical records at all times, consistent with NCCHC and ACA standards; the DCSO policies and procedures; community standards of practice; and all federal, state, and local laws. Following the receiving screening, health care staff initiate a comprehensive electronic medical record that will continue to be the single source of medical, dental, and mental health information for each inmate. The Provider shall provide their customizable electronic Record Management Application (ERMA), a web-based application specifically designed to operate as part of the health care delivery system inside correctional facilities. The format of the medical record shall be standardized and consistent and shall comply with the problem-oriented medical record format and standards 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 easily retrievable.

To the extent possible, the Provider's ERMA shall interface with their contracted providers to ensure seamless and secure communication through a bi-directional interface. ERMA shall be the sole repository for information regarding all inmate health services to allow for medication orders and test results to be reviewed and managed by health care practitioners in a timely and efficient manner.

The Providers IT specialists shall be available 24/7 to troubleshoot any software or hardware problems that occur. A helpdesk hotline for ERMA support during normal business hours and an after-hours emergency voicemail and call-back process shall be utilized to respond to all outages. The Provider shall be responsible for all maintenance and scheduled upgrades of the ERMA system. In addition, the Provider shall also provide repairs for any programming issues.

ERMA shall interface with the Sheriff's Office Records Management System to give medical and security staff instant access to important health care information for each inmate. The County is responsible for providing high-speed internet connectivity and access to wireless service (if available) or electrical outlets in areas where medical services occur.

The Provider shall be responsible for the back file scanning and indexing of the medical records from existing Dane County Sheriff's Office medical inmate files. This responsibility includes:

- Scanning of all medical records for active inmates who are currently in jail.
- Scanning of all historical medical records required by law.



- Indexing the scanned records within the Health Services System so they are matched with the inmate's data record within a searchable system.

THE PROVIDER shall adhere to all laws relating to confidentiality of patient information. Medical records shall be secure as required by law and other applicable state or federal statutes and regulations. All records shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the Health Information Technology for Economic and Clinical Health (HITECH) amendment to HIPAA. Compliance training for HIPAA and HITECH shall be a mandatory part of new employee orientation and shall also be required annually for all the Provider's employees.

Access to medical records shall be controlled to ensure confidentiality. The Provider shall ensure that all medical information about residents is treated as confidential and is not shared with entities outside the Sheriff's Office, except as may be permitted by law. In any criminal or civil litigation where the physical or mental condition of a resident is at issue, The Provider shall provide the Sheriff's Office with access to the records upon written request.

Security staff shall not have access to medical records exception a need to know basis with the authorization of the Jail Administrator. The Provider shall train select Sheriff's Office staff, as determined by Jail Administration, to access medical records and reports at no cost. 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.

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.

Upon conclusion of the contract, medical records shall remain the property of the County. The Provider shall work to ensure a smooth transition of records. All licenses and portals shall be provided to the County for archive retrieval and maintenance. The Provider shall provide a complete SQL Server data dump of all records and fields. This would allow the County to merge these into a new system if one has been chosen. This would be done at no cost to the County.

The Provider shall provide pharmaceutical services in accordance with all applicable laws, guidelines, policies and procedures, and accepted community standards. The pharmaceutical management program shall include formulary and non-formulary oversight; prescribing, filling, and dispensing of medications; record keeping; appropriate licensure; DEA management; and the secure and proper storage of all medications. All pharmaceutical licenses shall be maintained and available for viewing by the County in accordance with state and federal regulations.

A consulting pharmacist shall review, at the Provider's expense, the on-site pharmaceutical program on a quarterly basis. The pharmacist's review shall be documented and a report shall be provided to the Medical Director and the Jail Administrator or designee. The Quality Improvement Committee (QIC) shall review the report and establish action plans for identified problem areas. The consulting pharmacist shall perform the following duties:

- On-site audits consistent with NCCHC guidelines
- Quality assurance reviews on a quarterly basis
- Written reports identifying any areas of concern and/or recommendations for improving pharmacy services
- Quarterly inspections of stock medication storage areas
- Assure that all medications are stored under proper conditions
- Remove and replace all compromised or expired medications

- Participate in quarterly meetings of the Pharmacy and Therapeutics Committee

Medications delivered to the facilities shall be secured/sealed so any tampering is clearly visible. If the packages are opened by security upon delivery, a nurse shall be present. All deliveries shall include a detailed manifest for ease of check-off by nursing as to orders placed versus orders received. Any medications not included shall be clearly identified with a reason for the absence and an expected delivery time.

The Provider shall establish protocols to provide OTC medications to inmates upon consultation with the Medical Director and the County. When inmates have non-prescription medications available outside of health services, the items and access to them shall be approved jointly by the Medical Director and the County. The list of approved OTC medications shall be reviewed annually.

The Provider may utilize in-house stock medications as appropriate and as allowable within state guidelines. The Provider's pharmaceutical contractor shall collaborate with the Medical Director to determine which medications need to be added to the emergency stock supply list to help minimize future emergency orders. Emergency medications not found in the emergency medication kit or the starter packs and unavailable from the Provider's contractor in sufficient time shall be provided in a minimum quantity by a backup pharmacy, at the Provider's expense.

The Provider 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. Any changes to the formulary provided in the Technical Response to RFP No. 117020, should be reviewed and is modified as needed through addenda and memoranda to reflect any changes. Immediate changes, with the approval of the Medical Director and the County shall be incorporated with the release of new medications, when clinical information identifies previously unknown safety concerns, and when generic products become available.

The Provider shall establish a quarterly Pharmacy and Therapeutics (P&T) Committee to monitor pharmaceutical processes and utilization practices. The P&T Committee shall be chaired by the Medical Director and is responsible for managing the formulary. Copies of the P&T Committee meetings and related reports shall be provided to the Jail Administrator or his/her designee.

All medications shall be labeled, packaged, and dispensed for stock or inmate-specific in complete compliance with all current local, state, federal and department laws, rules, regulations, and provisions, or in their absence, the best practices of the trade and industry standards. Medications may be dispensed in blister card packaging in the quantity ordered.

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 Provider 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 shall 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 staff shall be extremely limited and handled on a case-by-case basis.

If an inmate needs to have medication during his or her absence from the facility and the medication is not a keep on person (KOP) medication, the Provider shall provide the security staff with a prepackaged 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. If the inmate being transported requires a special medical diet, the Provider shall arrange for a packaged meal that meets the inmate's dietary requirements.

The Provider shall make their Electronic Medication Administration Record (eMAR) available to track pharmaceutical provisions from order placement to inmate administration in accordance with the Wisconsin Board of Pharmacy and Board of Nursing. All data shall be maintained in a secure and redundant environment to ensure accessibility and continuous maintenance of all inmate information.

The Provider shall dispose of pharmaceutical waste in compliance with Federal, State, and local laws and regulations. Regular audits shall be conducted to remove discontinued or expired medications. The HSA shall be responsible for overseeing, monitoring, and ensuring compliance with the pharmaceutical waste disposal policy. The Provider shall work to ensure that pharmaceutical waste is kept in a secure location and, if controlled, is counted until disposal. Only an approved pharmaceutical waste storage container shall be used. All controlled substances shall be retained in a securely locked area with restricted access and continued counts at each shift until they can be destroyed by authorized individuals. Counts shall be tracked in the controlled substances log book.

A limited supply of controlled drugs shall be kept at the jail. These drugs are under the control of the responsible physician and shall be monitored and accounted for by the HSA or his/her designee. Class II, III, and IV drugs shall be counted at the end of every shift by a Provider staff member going off duty and one coming on duty. Any discrepancies in the count shall be reported immediately, and resolved prior to the present staff going off duty. All controlled substances shall be signed out to the inmate receiving them at the time they are administered.

Medications for life-threatening or mental illnesses, or serious chronic diseases, shall not be delayed upon admission. All efforts shall be made to verify and dispense these medications prior to the next scheduled dose once the medical staff is aware, and within 24 hours for all other medications.

If the health staff deem that there is an immediate need to initiate medication, the medication shall be obtained from the backup pharmacy as quickly as possible. The Provider shall use a local pharmacy to supply emergency prescription medications and as backup for pharmacy services.

Inmate grievances, complaints and inquiries shall be responded to in a formal manner by the Provider'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 of the grievance/complaint shall be maintained in an inmate-specific correspondence file for ease of retrieval. The original grievance/complaint and response shall be provided to the County. 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.

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

Health-related training for security 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.

The Provider shall be responsible for conducting medication administration at the Public Safety Building and City-County Building. In the absence of medical staff, security staff monitor inmates self-administer medication at the Ferris Center. Therefore, security staff shall receive a training session from the Provider with the curriculum developed and approved in advance by the County on the administration of medication. 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.

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 Provider shall test all Sheriff's Office staff for tuberculosis annually. The Provider shall coordinate documentation of Sheriff's Office staff testing with the County.

Should the County move forward with a building project, the Provider agrees to, at no additional charge, provide consultation services to assist the County with strategic operational planning, including but not limited to evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate pharmaceutical and other systems, and any other matter relating to the contracted services. The Provider shall assign a designated liaison to attend all relevant meetings pertaining to future facility construction or renovations and the subsequent transition.

## **Schedule B**

### **1. Billing and payment process**

The Provider shall invoice the County a maximum of once per month after the month of services, within the first ten (10) days of the month following the month services were provided. Each invoice shall provide 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 shall pay the contractor within thirty (30) days of the date of receipt of the invoice.

At a minimum, 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. 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).

### **2. Paybacks and credits**

There are a number of paybacks and credits established within this Agreement to protect the COUNTY and to ensure that contracted hours are provided according to the staffing tables in this Agreement. 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 of service were not provided according to the Agreement.

### **3. 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 this Agreement, shall be adjusted to the benefit of COUNTY in the next monthly payment to the Provider. This adjustment shall be taken on an hour for hour basis for actual, documented, hours worked versus hours contracted. The Provider 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. The Medical Director, Psychiatrist, Dentist, Health Services Administrator, Mental Health Director, Director of Nursing, Administrative Assistance, Medical Records, Psych RN, Dental Assistant, Discharge Planner, and CMA shall not be required to provide non-emergency health care services on the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Provider shall be responsible to define the holiday by specific hours. These payback hours shall be taken against the next Provider's payment and shall be assessed at 100% of the hourly rate for that position as identified by the Provider in the bid as required, or as adjusted annually thereafter, as applicable. Hours of participation in training that is approved in advance by COUNTY may be exempt from this payback requirement.

### **4. Minimum Continuous Staffing**

The payback credit for staffing other than providers described in the preceding paragraph shall 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 shall be taken by COUNTY as a credit against the next monthly payment and shall 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, shall be taken as a credit by COUNTY if not backfilled at 100%. This adjustment shall be an actual hour for hour basis and any portions of hours shall 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.

##### 5. Backfill replacement

PROVIDER shall replace, as scheduled, the following staffing /medical assistant, LPN, RN and MHP as scheduled regardless of day of week, shift, or post assignment. Medical records staffing will require backfill replacement.

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

The Per Diem for January 1, 2018 through December 31, 2018 is \$18.38.

January	784	\$18.38	\$2.79	31	\$446,595.43
February	784	\$18.38	\$2.79	28	\$403,376.52
March	784	\$18.38	\$2.79	31	\$446,595.43
April	784	\$18.38	\$2.79	30	\$432,189.12
May	784	\$18.38	\$2.79	31	\$446,595.43
June	784	\$18.38	\$2.79	30	\$432,189.12
July	784	\$18.38	\$2.79	31	\$446,595.43
August	784	\$18.38	\$2.79	31	\$446,595.43
September	784	\$18.38	\$2.79	30	\$432,189.12
October	784	\$18.38	\$2.79	31	\$446,595.43
November	784	\$18.38	\$2.79	30	\$432,189.12
December	784	\$18.38	\$2.79	31	\$446,595.43
				<b>TOTAL</b>	<b>\$5,258,301.00</b>

The Per Diem for January 1, 2019 through December 31, 2019 is \$18.83.

January	784	\$18.83	\$2.79	31	\$457,760.32
February	784	\$18.83	\$2.79	28	\$413,460.93
March	784	\$18.83	\$2.79	31	\$457,760.32
April	784	\$18.83	\$2.79	30	\$442,993.85
May	784	\$18.83	\$2.79	31	\$457,760.32
June	784	\$18.83	\$2.79	30	\$442,993.85
July	784	\$18.83	\$2.79	31	\$457,760.32
August	784	\$18.83	\$2.79	31	\$457,760.32
September	784	\$18.83	\$2.79	30	\$442,993.85

October	784	\$18.83	\$2.79	31	\$457,760.32
November	784	\$18.83	\$2.79	30	\$442,993.85
December	784	\$18.83	\$2.79	31	\$457,760.32
				<b>TOTAL</b>	<b>\$5,389,758.56</b>

The Per Diem for January 1, 2020 through December 31, 2020 is \$19.31.

January	784	\$19.31	\$2.79	31	\$469,204.32
February	784	\$19.31	\$2.79	28	\$423,797.45
March	784	\$19.31	\$2.79	31	\$469,204.32
April	784	\$19.31	\$2.79	30	\$454,068.70
May	784	\$19.31	\$2.79	31	\$469,204.32
June	784	\$19.31	\$2.79	30	\$454,068.70
July	784	\$19.31	\$2.79	31	\$469,204.32
August	784	\$19.31	\$2.79	31	\$469,204.32
September	784	\$19.31	\$2.79	30	\$454,068.70
October	784	\$19.31	\$2.79	31	\$469,204.32
November	784	\$19.31	\$2.79	30	\$454,068.70
December	784	\$19.31	\$2.79	31	\$469,204.32
				<b>TOTAL</b>	<b>\$5,524,502.52</b>

The Per Diem for January 1, 2021 through December 31, 2021 is \$19.93.

January	784	\$19.93	\$2.79	31	\$484,453.46
February	784	\$19.93	\$2.79	28	\$437,570.87
March	784	\$19.93	\$2.79	31	\$484,453.46
April	784	\$19.93	\$2.79	30	\$468,825.93
May	784	\$19.93	\$2.79	31	\$484,453.46
June	784	\$19.93	\$2.79	30	\$468,825.93
July	784	\$19.93	\$2.79	31	\$484,453.46
August	784	\$19.93	\$2.79	31	\$484,453.46
September	784	\$19.93	\$2.79	30	\$468,825.93
October	784	\$19.93	\$2.79	31	\$484,453.46
November	784	\$19.93	\$2.79	30	\$468,825.93
December	784	\$19.93	\$2.79	31	\$484,453.46
				<b>TOTAL</b>	<b>\$5,704,048.85</b>

The Per Diem for January 1, 2022 through December 31, 2022 is \$20.58.

January	784	\$20.58	\$2.79	31	\$500,198.20
February	784	\$20.58	\$2.79	28	\$451,791.92
March	784	\$20.58	\$2.79	31	\$500,198.20
April	784	\$20.58	\$2.79	30	\$484,062.78
May	784	\$20.58	\$2.79	31	\$500,198.20
June	784	\$20.58	\$2.79	30	\$484,062.78
July	784	\$20.58	\$2.79	31	\$500,198.20
August	784	\$20.58	\$2.79	31	\$500,198.20
September	784	\$20.58	\$2.79	30	\$484,062.78
October	784	\$20.58	\$2.79	31	\$500,198.20
November	784	\$20.58	\$2.79	30	\$484,062.78
December	784	\$20.58	\$2.79	31	\$500,198.20
				<b>TOTAL</b>	<b>\$5,889,430.44</b>

#### Escalator/Inflationary Factor Utilized

Year Two (2) Escalator/Inflationary Factor	2.5%
Year Three (3) Escalator/Inflationary Factor	2.5%
Year Four (4) Escalator/Inflationary Factor	3.25%
Year Five (5) Escalator/Inflationary Factor	3.25%

#### **BENEFITS SUMMARY**

PROVIDER Benefits Summary		
Benefit	Eligibility	Amount/Coverage
<b>Probation Period</b>	Full-time honoree's hire date with PROVIDER or prior	
<b>Paid Time Off</b>	Accrual begins immediately. Eligible for use after 90 days of employment.	Year one = 15 days
<b>Holidays</b>	Immediately eligible	6 company-paid holidays per year, plus 3 floating holidays
<b>Pregnancy Disability Leave</b>	Full-time employees that have one year of completed service and have received medical certification under FMLA	Up to 2 weeks of paid leave during pregnancy or after giving birth
<b>Military Leave</b>	Immediately	2 weeks paid per year/difference between military pay and base



<b>Funeral Leave</b>	Immediately	Company pays for 3 days off for immediate family member.
<b>Jury Leave</b>	Immediately	Company pays the difference between jury pay and regular pay if scheduled work days are missed.
<b>FMLA/LOA</b>	Service date with prior company will drive FMLA date. Also offer 30-day personal leave of absence.	Up to 12 weeks in a rolling 12-month period for FMLA
<b>Long-Term Disability</b>	Immediately. See probation period. Pre-ex applies.	Pays 60% of monthly salary up to max of \$20,000. Benefits begin 180 days after covered injury or sickness.
<b>Short-Term Disability</b>	Immediately. See probation period. Pre-ex applies.	Pays 60% of weekly salary up to max of \$2500. Benefits begin after 8 days of injury or sickness.
<b>Medical/Health Insurance</b>	Immediately for retained employees during acquisition.	Multiple Aetna options, including PPO, HSA, and HMO plans. Provided for employees and dependents.
<b>Prescription Benefits</b>	Immediately for retained employees during acquisition.	Envision Rx. Offering a retail and mail order pharmacy benefit.
<b>Dental Insurance</b>	Immediately for retained employees during acquisition.	Aetna Dental. Provided for employees and dependents.
<b>Vision Insurance</b>	Immediately for retained employees during acquisition.	Aetna Vision. Provided for employees and dependents.
<b>Basic Life and AD&amp;D</b>	Immediately for retained employees during acquisition.	1x annual salary up to max of \$500,000
<b>Voluntary Life</b>	Immediately for retained employees during acquisition.	Can elect up to 5x annual salary up to max of \$1,000,000.
<b>Family Life</b>	Immediately for retained employees during acquisition.	Available with Voluntary Life. Benefit cannot exceed 50% of coverage. Spouse benefit in \$5000 increments up to max of \$50,000
<b>Tuition Assistance</b>	After 6 months of service	Company will pay up to \$2000 in rolling 12 months
<b>Employee Assistance Program</b>	Available immediately	Through Aetna
<b>Other Benefits</b>	1) Wellness Program; 2) Flex plan for health and dependent care reimbursement; 3) Legal and Identity Theft Program	
<b>Retirement/Pension, 401K, Employer Contribution</b>	Eligibility is 1 <sup>st</sup> of the quarter following date of hire or date of acquisition	Traditional 401k plan or Roth 401k through Mass Mutual

## **SALARY RANGES AND RATES**

The average rate identified in the table below is the amount that will be utilized by COUNTY for the payback credits for 2018. The Provider shall provide Jail Administration of an updated Salary Table on or before December 15 of the year preceding the start of the contract year for the years 2019-2022. Such tables shall be used to calculate payback credits. 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.

#### **SALARY TABLE**

<b>Position Title</b>	<b>Pay Range</b>	<b>Average Rate</b>	<b>Shift Differential</b>	<b>Status</b>
<b>Health Services Adm.</b>	<b>\$32.85-\$45.16</b>	<b>\$41.06</b>		<b>E/S</b>
<b>Admin. Asst./Sec.</b>	<b>\$13.50-\$18.57</b>	<b>\$16.88</b>		<b>E/H</b>
<b>Medical Director</b>	<b>\$110.64-\$152.12</b>	<b>\$138.29</b>		<b>E/S</b>
<b>Dir. of Mental Health</b>	<b>\$25.69-\$35.33</b>	<b>\$32.11</b>		<b>E/S</b>
<b>Psychiatrist</b>	<b>\$200.00-\$275.00</b>	<b>\$250.00</b>		<b>SC/H</b>
<b>Psychologist</b>	<b>\$0</b>			
<b>Clinical Nurse Spec.</b>	<b>\$20.51-\$28.20</b>	<b>\$25.64</b>		<b>E/H</b>
<b>Social Worker</b>	<b>\$17.70-\$24.34</b>	<b>\$22.13</b>	<b>\$1.00</b>	<b>E/H</b>
<b>Discharge Planner</b>	<b>\$17.64-24.25</b>	<b>\$22.05</b>		<b>E/H</b>
<b>Dir. Of Nursing</b>	<b>\$29.69-\$40.83</b>	<b>\$37.12</b>		<b>E/S</b>
<b>Staff Nurse/RN</b>	<b>\$24.90-\$34.23</b>	<b>\$32.00</b>	<b>\$1.00</b>	<b>E/H</b>
<b>LPN</b>	<b>\$18.89-\$26.97</b>	<b>\$24.61</b>	<b>\$1.00</b>	<b>E/H</b>
<b>Med. Rec. Technician</b>	<b>\$13.37-\$18.38</b>	<b>\$16.71</b>	<b>\$1.00</b>	<b>E/H</b>
<b>Dentist</b>	<b>\$72.00-\$99.00</b>	<b>\$90.00</b>		<b>SC/H</b>
<b>Dental Assistant</b>	<b>\$13.65-\$18.77</b>	<b>\$17.06</b>		<b>E/H</b>
<b>CMA</b>	<b>\$14.84-\$20.41</b>	<b>\$19.55</b>		<b>E/H</b>

Note: E is for Employee with an /H if Hourly and a /S if Salaried; an IC is for Independent Contractor; and a SC is for Subcontractor. Full-time positions shall be based on 2080 hours per year.

### **Schedule C**

The Provider shall provide a full set of operational reports that can be customized to meet the specific needs of the County. These shall include detailed monthly statistical reports and daily operational reports. Such reports shall be utilized to continually review the effectiveness of the health program and to improve overall program quality and efficiencies. These reports shall include staffing fill rates to demonstrate compliance with the contracted staffing plan and financial reports to aid the County with future budgeting efforts. At a minimum, these reports shall include, but are not limited to, those identified below.

The Provider shall provide a daily narrative report for the previous 24 hours to the designated the DCSO authority (Saturday and Sunday reports may be submitted Monday morning). The daily report shall outline important events of both day and night shifts, including but not limited to:

- Transfers to off-site hospital emergency departments
- Communicable disease reporting
- Suicide data (i.e., attempts and precautions taken)
- Report of status of inmates in local hospitals and infirmaries
- Staffing roster changes
- Completed medical incident report copies
- Completed medical grievance report copies
- Receiving screenings performed
- Health assessment status report

The Provider shall provide a customized monthly report package that fits the needs of the County. Reports shall delineate the status of the health care program, including potential problems and suggested resolutions. The Provider shall also provide reports on monthly paid and project costs, as well as monthly aggregate and projected aggregate costs. The customized monthly reports shall reflect the previous month/term workload, with data including but not limited to:

- Inmates' requests for various services
- Inmates seen at sick call
- Inmates seen by physician
- Inmates seen by dentist
- Inmates seen by psychiatrist
- Inmates seen by psychologist
- Infirmity admissions, patient days, and average length of stay
- Off-site hospital and emergency room admissions and cost
- Medical specialty consultation referrals and cost
- Intake medical screenings
- 14-day history and physical assessments
- Diagnostic studies
- Report of third-party reimbursement, pursuit, and recovery
- Percentage of inmate population dispensed medication
- Inmates testing positive for TB or STDs
- Inmates testing positive for HIV or HIV antibodies
- Inmate mortality
- Number of hours worked by medical staff and staffing compliance to contract staffing levels
- Other data deemed appropriate by the designated the DCSO authority

The Provider shall provide a comprehensive annual report based on the contract year, giving a comprehensive review of the monthly statistical and program reports and examining significant trends and issues. The Provider shall submit the annual report to the Jail Administrator no later than 60 days after the end of each contract year. The report shall include utilization statistics and a narrative summary of

accomplishments for the year, as well as recommendations for desirable changes in medical procedures and/or protocols.

The Provider shall maintain a mechanism to report on the volume of grievances received, the nature of the grievances, the resolution status, corresponding timeframes, and whether or not the grievance is substantiated. The Provider shall maintain a daily log of all grievances that will continue to include the name of the person filing the grievance and the date and nature of the complaint. If the grievance process substantiates a grievance, then the HSA or designee will develop and implement a corrective action plan for that grievance. The Provider shall categorize complaints and grievances and will continue to report specifics as a part of the medical services monthly statistical report. This report will contain a description of the grievance or complaint, an explanation of the circumstances surrounding the grievance, and all actions taken to investigate and resolve the grievance. The Provider shall submit a monthly report identifying inmate grievances, along with copies of all medical grievance requests and their resolutions, to the Jail Administrator or designee.

The Mental Health Director 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 MHPs 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 shall work closely with the pharmacy provider to ensure the monthly availability of this information for review and submission to the County.

The Provider shall provide Jail Administration with a monthly report detailing emergency room visits to include the inmate's name, date of service, disposition and the treatment received.

In the event that an inmate requires hospitalization, the Provider shall provide the Jail Administrator or his/her designee with a daily inpatient report.