



DODGE COUNTY FINANCE DEPARTMENT

Purchasing Division

127 East Oak Street, Juneau, WI 53039

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Request for Proposals (RFP)
Dodge County Detention Facility
Health Care Services
Sheriff's Office, Dodge County, WI
RFP #20 23-07

Dodge County is requesting sealed proposals from qualified firms to provide Correctional Health Care Services for inmates incarcerated in the Dodge County Detention Facility, located in Juneau, WI.

Request for proposal packets will be available starting July 6, 2023, on the Dodge County website at <https://www.co.dodge.wi.gov/departments/departments-e-m/finance/request-for-proposals-bids> and on DemandStar at www.demandstar.com. Sealed proposals for this request must be marked "RFP #20 23-07 Correctional Healthcare" and received in the County Clerk's Office, Administration Building, 127 E. Oak Street, Juneau, WI by 10:00 a.m. on or before August 10, 2023. Proposals received by email or facsimile transmission will not be opened and will be rejected.

A pre-proposal meeting and site tour is scheduled on July 13, 2023, at 10:00 a.m. for interested firms to view the Detention Facility and Medical Office, and to obtain any other information needed to respond to this request. This meeting will begin in the Dodge County Detention Facility (DCDF) Lobby, located at 210 West Center Street, Juneau, WI. Attendance at the pre-proposal meeting is not required and NO alternative tour dates will be scheduled. Please be advised that visitors may be subject to security screening upon entering the Detention Facility for the pre-proposal meeting.

Dodge County reserves the right to waive any informalities or technicalities and to reject any or all proposals or parts thereof deemed to be unsatisfactory or not in the County's best interest. Furthermore, Dodge County reserves the right to cancel any order or contract for failure of the successful firm to comply with the terms, conditions, and specifications of the request and/or contract. Dodge County reserves the right to award this request to the firm whose proposal is overall the most advantageous to the County in the County's sole determination.

Stephanie Justmann
Dodge County
Purchasing Agent

I. Invitation

Dodge County is requesting sealed proposals from qualified individuals, firms, partnerships, or corporations to provide Correctional Healthcare Service for inmates incarcerated in the Dodge County Detention Facility, Juneau, Wisconsin. The proposals are due in the County Clerk's Office 127 E. Oak Street, Juneau, WI 53039 by August 10, 2023 at 10:00 a.m. The sealed envelope shall be marked: "RFP #20 23-07 Correctional Healthcare". Proposals received after this date and time shall be rejected.

Dodge County reserves the right to accept or reject any or all proposals; to waive any technicality or error in any proposals or part therein, and to accept the same or combinations, in whole or in part, whichever is deemed to be in the best interest of Dodge County.

Contracts are awarded to the most qualified, responsible and responsive proposer on the basis of the base proposal and full consideration of any or all alternatives, as may be in the best interest of Dodge County. In determining the award of contract, Dodge County shall consider the scope of the work involved, time of delivery, competency of proposer, proposer's ability to render satisfactory service, and past performance. If two or more proposers submit identical proposals, Dodge County shall make award to the proposer of its choice and such decision shall be final.

II. Proposal Submittal

The proposer is required to submit **five (5) paper copies and one (1) electronic copy on a flash drive** of their proposal in a sealed envelope marked "RFP #20 23-07 Correctional Healthcare" addressed to the Dodge County Clerk's Office, 127 E. Oak Street, Juneau, WI 53039. All proposals must be received by August 10, 2023, at 10:00 a.m. Any proposals submitted after this date and time shall be rejected. No faxed or electronic proposals shall be accepted.

Task	Date
RFP Issued	July 6, 2023
Pre-Proposal Site Walk-Through	July 13, 2023, at 10:00 a.m.
Questions Due	August 3, 2023, at 10:00 a.m.
Final Addendum Issued	August 3, 2023
Proposal Deadline	August 10, 2023, at 10:00 a.m.
Evaluation of Proposals	Week of August 14 th
Possible Interviews	Week of August 21st
Contract Execution	January 1, 2024

The timeline dates for provider selection are for informational purposes only and is in no way binding upon Dodge County.

III. Inquiries

All questions concerning this Request for Proposal must be submitted in writing to Stephanie Justmann sjustmann@co.dodge.wi.us no later than August 3, 2023, at 10:00 a.m. Questions received after this date and time shall not be answered.

a. Addendum

An addendum is issued to modify, change, delete from, add to, explain, or correct the original Request for Proposal. Questions must be asked by August 3, 2023 at 10:00 a.m. Questions received after this time may not be answered. Any changes as a result of issues raised will be made by written addenda and posted on the Dodge County website at <https://www.co.dodge.wi.gov/departments/departments-e-m/finance/request-for-proposals-bids>. It is the firm's responsibility to check for updates and to retrieve any addenda issued for this request. Firms may also contact Dodge County Purchasing Division to request any addenda for this request prior to submitting their proposal. Failure to do so in no way obligates the County to issue addendum or other information concerning this request.

IV. Background

The Dodge County Sheriff's Office Corrections Division, Jail is located at 216 W Center St. in Juneau, Wisconsin. As of June 2023, the Dodge County Sheriff's Office Jail had an average daily population of approximately three hundred and fifteen (315) inmates and detainees, approximately two hundred (210) are detainees for the Federal Government and U.S. Immigration and Customs Enforcement (ICE), approximately thirty (30) in the Huber Facility, and approximately ten (10) out of the facility on electronic monitoring.

For purposes of this Request for Proposal, Covered Persons is defined as: An Inmate/Detainee of the Jail who is: (1) part of the Jail's MADP(monthly average daily population); and (2) Fit for Confinement; and (3)(a) incarcerated/detained in the Jail; or (b) on incarcerated and housed in jail, work release/Huber privilege status, limited service to health screen within 14 days of booking into jail, Wisconsin Administrative Code Department of Corrections Chapter 350, screen/review/approve/package or disallow medications, special medical diet designations, and emergency medical response within the jail.(work release/Huber privilege inmates are responsible for other aspects of their own Health Care).

The current medical staffing service provided:

- 24 hours a day, 7 days a week, 365 days a year on-site jail Health Care service and designated on-call medical professionals.
- Wisconsin licensed, certified nurse and/or licensed practical nurse coverage with designated hours per week on-duty and on-call hours for medical director/physician, Health Services Administrator, and Psychiatric Nurse Practitioner.
- A Health Services Administrator is on site 40 hours per week, plus on-call.

- Additionally, Medical Director/Physician a minimum of 3 hours per week, plus on-call.
- A psychiatrist is on call for oversight of crisis procedures and review of suicide watch for ICE detainees. A Mental Health Professional is on-site a total of 32 hours per week. A Psychiatric Nurse Practitioner is on duty 4 hours per week, plus on-call. Crisis Workers from the Dodge County Human Services Department are available to assess suicidal inmates when mental health professional is not available. Northwest Connections is utilized during after-hours situations.
- 32 hrs. per week of Staff Assistant services.
- A total of 208 hrs. per week of on-site nursing services (provided 24 hrs. per day and 7 days a week (DAYS – RN 64 hours, LPN 32 hours. Evenings (2:00 PM to 10:00 PM) – LPN 56 hours. Nights (10:00 PM to 06:00 AM) – LPN 56 hours.
- A total of 32 hrs. per week of on-site Mid-Level Provider services, which may entail the services of a Nurse Practitioner or Physician Assistant.
- An on-call Physician Extender (an advanced level Health Care professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist) or Physician available by telephone 24 hours per day and 7 days per week.

Adjustments for ICE detainee, and general population MADP (monthly average daily population): Healthcare Agreement shall allow for staffing and compensation adjustments according to set ranges in monthly ICE detainee and general population MADP. Agreement will clearly indicate per diem rate changes based on set ranges for each.

In 2022, the Jail's Medical Service Nursing received 4,376 requests for care/sick call with a monthly average of 365. The average daily jail population was 237 inmates/detainees.

In the first six months of 2023, the Jail's Medical Unit received 2,394 requests for care/sick call with a monthly average of 399. The average daily jail population for the first six months of 2023 is 312 inmates/detainees.

In the first six months of 2023, the Jail's Mental Health Professional has received 563 written requests for counseling. The average per month in 2023 is 94 requests for counseling.

Bookings into Jail in 2022 totaled 3,324.

Eight hundred and seventy-one of the bookings were Federal Detainees.

**** Please note that the number of medical contacts with inmates are based on a total of 358 available beds for the year 2023. June of 2023 the total in-house population is 316 inmates and detainees and will remain at a range of 310 - 335 for the foreseeable future.**

- EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES, VISITORS, WORK RELEASE/HUBER PRIVILEGE INMATES, AND ARRESTED/DETAINED BUT NOT YET ACCEPTED AT INTAKE:** Health Care provider shall arrange for on-site first response emergency medical care as required for persons not covered within the Jail. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

- b. **INITIAL MEDICAL AND MENTAL HEALTH ASSESSMENT EXAMS.** Including mandatory health screening for all persons booked into jail within 14 days of admission and per WI DOC 350 and ICE National Detention Standards (ICE Detainees only).
- c. **DENTAL / ORAL SCREENING.** Health Care provider shall arrange and bear the cost of oral screening (as defined by NCCHC guidelines) of all Covered Person. Regarding ICE (Immigration and Customs Enforcement) Detainees oral screenings will be performed by a Nurse Practitioner or a higher credentialed member of the Health Care Staff (ICE National Detention Standards for ICE Detainees only).
- d. **HOSPITALIZATION.** Shall arrange on behalf of County any hospitalization services medically necessary for an Inmate/Detainee who, in the opinion of the healthcare providers physician, requires hospitalization.
- e. **MENTAL HEALTH CARE.** Health Care provider shall arrange on-site mental health services for Covered Persons which shall include evaluations, referrals, crisis management, suicide intervention, individual therapy, basic community linkage, continuity of care and cooperative work with County and State entities pursuant any Court order for competency restoration and/or awaiting admittance at a mental health institution per order of the Court.
- f. **PATHOLOGY/RADIOLOGY SERVICES.** Health Care provider shall arrange and bear the cost of all pathology and radiology services (also referred to as laboratory and x-ray services) ordered by the physician for Covered Persons. Health Care provider shall arrange for on-site pathology and radiology services to the extent reasonably possible. To the extent pathology and radiology services are required and cannot be rendered on-site, Health Care provider shall make appropriate off-site arrangements for rendering pathology and radiology care. Health Care provider will arrange and coordinate with the Sheriff's office for any off-site transportation related to pathology or radiology services.
- g. **SCHEDULED SICK CALL.** A qualified Health Care professional shall conduct sick calls for Covered Persons on a timely basis and in a clinical setting. A Physician Extender will be available to see Covered Persons at least once per week.
- h. **PREGNANT COVERED PERSONS.** Health Care provider shall arrange and bear the cost of on-site health care services for any pregnant Covered Person in accordance with NCCHC standards and an Agreement, and/or ICE National Detention Standards (ICE Detainees).
- i. **SPECIALTY SERVICES.** An authorized physician will make such determination and refer Covered Persons for Specialty Services when, in the physician's professional opinion, it is deemed medically necessary.
 - 1. Doctor/AP/NP call
 - 2. Lab work
 - 3. Blood sugar testing
 - 4. Blood pressure checks
 - 5. Health transfers
 - 6. Urine analysis
 - 7. Legal blood draws
 - 8. TB skin testing

9. X-ray
10. Dressing changes
11. **Medical Observation.** Placement and review, detainees and inmates deemed to be at risk from disease, injury, chemical dependency / withdrawal or as needed to increase vigilance for any at risk from mental or physical illness or injury.
12. **Medical evaluations.** Segregated and/or medically isolated/quarantined inmates/detainees as required by policy, administrative code, NCCHC guidelines and ICE National Detention Standards.
13. **Work Release/Huber privilege inmates.** Receive prescription medication screening/packaging and 14 days, or sooner, health screening and special medical diet review and coordination with food service staff, per Wisconsin Administrative Code Department of Corrections Chapter 350, Administrative Code and NCCHD guidelines.
14. **Pharmacy Services.** Health Care provider will conduct a prescription drug review and approval for covered persons as well as work release inmates housed at the Dodge County Jail. Health Care providers shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed, or certified health care provider.

Jail Health Care services include:

This will include but not necessarily be limited to (and as described previously in this document):

- a. Medical
- b. Dental
- c. Mental health
- d. X-ray
- e. TB testing
- f. Contagious virus testing
- g. Laboratory (to include but not limited to pathology/radiology services)
- h. Ambulance
- i. Pharmaceuticals
- j. Physical therapy
- k. Medical supplies & PPE/Office Supplies
- l. Hospitalizations
- m. Specialty Care
- n. Collection of Physical Evidence (as defined by NCCHC guidelines)
- o. Coordination of outside medical consultations such as OB/GYN, to include but not limited to care for pregnant persons otherwise covered.
- p. MAT (Medication Assistance Treatment program for opioid dependency) – Administer Vivitrol (or current approved treatment plan) – complete associated clinical labs. Work in coordination with Dodge County Human Services and Health Department.

- q. Any other medical services deemed necessary by the medical director, or designee and shall follow current NCCHC guidelines.

V. Objective

The objective of this Request for Proposal is to identify and select the most competitive and qualified Service Provider capable of providing comprehensive Correctional Health Care Services for Dodge County Jail inmates/detainees.

A contract will be awarded to the successful Service Provider. The contract term with the pre-qualified service provider shall be for a period of three (3) years commencing on January 1, 2024. Contract(s) may be extended for two (2) additional one (1) year periods at the same terms and conditions and by mutual consent of both parties. Dodge County's Standard Terms and Conditions are located on the Dodge County website under the Finance Department Purchasing Division.

This contract between the successful Service Provider and Dodge County shall meet the following objectives:

1. To deliver high quality Health Care services to Dodge County Jail inmates/detainees that can be audited against established standards of National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA). Further, Health Care for inmates/detainees (on site or off-site as required) will be audited regularly as defined by NCCHC (National Commission on Correction Health Care) guidelines, ICE Detention Standards (ICE detainees only), Standards applied by United States Marshals Service (USMS detainees only), Wisconsin Administrative Code Department of Corrections Chapter 350, and policy of the Dodge Co Sheriff's Office.
2. To operate the correctional Health Care services program 24 hours a day, 7 days a week, 365 days a year, using Wisconsin licensed, certified, and professionally trained medical personnel.
3. To operate the correctional Health Care services program in a cost-effective manner with full reporting and accountability to the Dodge County Jail administration.
4. To review, develop and implement specific Health Care policies and procedures, and provide evaluation of compliance to Dodge County.
5. To maintain standards established by the Wisconsin State Statutes and Wisconsin Department of Corrections Administrative Code, the National Commission for Corrections Health Care guidelines for inmate Health Care services in jail, and ICE detention standards - NDS 2000 with ability to comply with NDS 2019 as per direction from ICE Office of Detention Oversight.
6. To offer a comprehensive program for continuing Health Care education for the Jail Correctional staff.
7. To establish and maintain an open collaborative relationship with the administration and corrections staff of the Dodge County Jail, related to the provision of Health Care services to inmates.
8. To maintain confidential, complete, and accurate electronic records of care, and to collect and analyze Health Care statistics on a daily basis for generation of a monthly and annual report. Analysis should include information that shall assist all parties in justifying current services and identify any potential need for enhanced medical services. These records of

care shall be the property of the Dodge County Sheriff or designee custodian of record and shall be maintained for a period of eight (8) years, in accordance with requirements of Wisconsin Department of Corrections standards. Additionally, the Service Provider must provide a means to retrieve medical records data easily, electronically if either the Service Provider or the County chooses to terminate the contract.

9. The Health Care provider shall make records available, as needed, to the Sheriff or Dodge County to administer the terms of the Agreement, unless otherwise specifically prohibited access to, including electronic access, documents and other papers relating to the direct delivery of health care services to the Jail population. Health Care provider shall provide training and assistance to Sheriff or County relating to its electronic medical records system and the necessary credentials to access electronic medical records.
10. At no additional cost to the County Health Care provider shall implement a web-based application specifically designed to operate as part of the Health Care delivery system inside correctional facilities. A description of services and solutions provided by Health Care provider should be provided in the technical proposal.
11. To establish procedures the Service Provider shall not release or deliver any of the electronic medical records generated because of contractual services to the public or private officials without first obtaining prior written authorization from the Sheriff, and the County's Corporation Counsel.
12. Establish protocols and guidelines in the event of introduction of contagious disease to the Jail population, epidemic/pandemic and based upon local, state, CDC, ICE/USMS and NCCHC requirements. Shall provide and comply with testing protocols as required.
13. To operate the correctional Health Care services program in a humane manner with respect to the inmates' rights to basic Health Care services.
14. To operate within State and Federal privacy laws.

VI. Scope of Work

The successful Service Provider shall be able to provide comprehensive correctional Health Care services for the Dodge County Jail, which has a capacity of 358 beds, as of June 2023 an average daily population of 315 inmates. Approximately 210 of those inmates/detainees are detainees for the Federal Government and U.S. Immigration and Customs Enforcement (ICE).

It is required that the Service Provider is accredited under National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA) and shall perform all work in a manner consistent with requirements of Wisconsin State Statutes and Department of Corrections Administrative Code, Chapter 350, and ICE Detention Standards for all ICE detainees housed at the Dodge County Jail.

1. Service Provider shall deliver:
 - a. Daily, professional medical, dental, mental, and related Health Care, pharmaceutical review, approval and delivery, and administrative medical and mental health services for the inmates / detainees. Exception will include sentenced inmates with work release/Huber privilege, provision of care will only include preliminary health screening within fourteen (14) calendar days, review, screening and packaging of prescription

medication, and determination of need for special medical diets while housed in the facility, and response within the facility for medical emergencies.

- b. A preliminary physical health screening of an inmate/detainee as soon as possible, but no later than fourteen (14) calendar days after the Inmate/Detainee's arrival at Dodge County Jail. A prompt and comprehensive health evaluation of any inmate must be completed as deemed necessary by state and federal law, sheriff's office staff, and other contracted personnel.
- c. Screening for acceptance at jail intake and before booking. Adhere to jail policy to include evaluate and determine if any person is or is not presenting a medical condition that would prohibit acceptance to the jail until medically cleared by a qualified health care professional per WI State Statute, NCCHC guidelines, WI DOC administrative code or Sheriff's Office standard/policy.
- d. Health Care provider shall arrange and bear the cost of oral screening (as defined by NCCHC guidelines) of all Covered Person. In regard to ICE (Immigration and Customs Enforcement) Detainees oral screenings will be performed by a Nurse Practitioner or a higher credentialed member of the Health Care Staff (ICE National Detention Standards for ICE Detainees only).
- e. COLLECTION OF PHYSICAL EVIDENCE. Health Care Staff will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.) except within guidelines established by the NCCHC and in collaboration with the Sheriff's Office and/or an order from a court of law. In the event Health Care Staff collect physical evidence, the County shall be responsible for arranging any testing and bear the cost of collection and testing the collected evidence. After collecting evidence, Health Care Staff shall turn the specimen over to the Sheriff or a court-designated representative for completion of chain-of-custody evidence.
- f. TB testing
- g. Regularly scheduled sick call
- h. Nursing coverage
- i. Regular Physician visits on site, as well as 24 hour a day on-call Physician services

**See Medical Contacts and Objectives section of this document for additional and applicable to this section.*

- 2. Medical coordination or the direct provision of such services as:
 - a. Hospitalization
 - b. Medical specialty services
 - c. Emergency medical care
 - d. Pharmacy services
 - e. Health/Mental Health education, to include suicide prevention training for corrections staff. Training services to include conducting an ongoing health and mental health education and training program for the County Deputies and Jailers in accordance with the needs mutually established by the County and Health Care provider.

- f. Sheriff's Office Staff Pre-Employment Physical Exam & annual Tb testing for corrections staff.
 - g. Quality assurance program to include but not limited to cooperative and comprehensive reviews of record and work performance during inspections completed by WI Dept of Corrections, Homeland Security and/or United States Marshals Service and in-house audits of work performance and medical/mental health services by the County.
 - h. Medical records management to include maintenance, cause or require the maintenance of complete and accurate medical records for Covered Persons who have received health care services. Medical records shall be the property of the Sheriff and/or Covered Person and shall be kept separate from Covered Person's confinement records. A complete copy of the individual medical record shall be available to accompany each Covered Person who is transferred from the Jail to another location for off-site services or transferred to another institution. When the Agreement terminates, all medical records shall be delivered to and remain with the Sheriff, as property of the Sheriff's office, in a format usable by the Sheriff and at no cost to Sheriff. Health Care provider shall maintain a web-based information management and records system. Health Care provider shall provide training and assistance to Sheriff or County relating to its electronic medical records system and the necessary credentials to access electronic medical records.
 - i. Administrative support services
 - j. Weekly Meetings including but not limited to inmates in medical observation, alcohol, opioid, and any other chemical dependency withdrawal protocols, pharmacy expenses and hospitalizations. Quarterly reports including but not limited to health care reports concerning the overall operation of the health care services program rendered pursuant to the Agreement and the general health of the Jail Population. Quarterly Meetings to include but not limited to issues concerning health care services within the Jail and any proposed changes in health-related procedures or other matters, which both Parties deem necessary.
 - k. Coordination of mental health services as ordered by the any Court with jurisdiction, WI Dept of Health Services, and programs (e.g. Jail Based Competency Restoration program) and Dodge Co. Human Services and Health Dept (e.g. Adult Crisis Unit).
 - l. Other services, all as more specifically described previously or hereinafter.
3. Services to be provided:
- a. Singular Medical Director to manage scope of Health Care services.
 - b. Mental health screening and mental health services to include crisis mental Health Care, placement and monitoring and evaluation of suicide watches.
 - c. On call 24 hours daily physician or physician extender, psychiatric nurse practitioner and health services administrator.
 - d. Medical and Mental Health (to include Health Services Administrator and Administrative Assistant) staffing at contractually agreed upon hours per week and on-call availability.
 - e. Psychological and psychotropic medications management

- f. OB/GYN services and care for pregnant covered persons within the jail
 - g. Personal Protective Equipment (PPE) for medical staff and adherence to OSHA protocols and standards.
 - h. Health Care provider shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the Agreement, which have a unit cost of \$100 or less.
 - i. Shall provide an annual budget request, at the time requested by the County, for furnishings, technology, equipment or supplies that are listed as responsibility of the County.
 - j. Medical waste management program
 - k. Dental services / Oral Screening per applicable standards (ICE detainees and ICE National Detention Standards)
 - l. Third Party reimbursements and inmate medical co-pay administration at a fee to be negotiated.
 - m. Physician privileges within Dodge County, Wisconsin for hospitalization
 - n. Electronic records management and a web-based records management system
 - o. Statistical and management reporting systems as may be required by Dodge County
 - p. Ability to establish medical grievance procedures.
 - q. Monitoring and response to electronic forms forwarded by inmates/detainees requesting service (mental health and/or medical)
 - r. Ability to provide copies of all employee evaluations annually to the County.
 - s. Consultation services of a dietician
 - t. Coordination of special medical diets with food service and Jail Programs Unit.
 - u. Medical evaluation and medical approval for all inmate labor food service workers.
 - v. Education / Training of inmates and Correctional Staff (annual educational in-service of suicide prevention and first aid for first responders/corrections staff).
 - w. Doctor's orders reduced to writing.
 - x. Adherence to Jail Security Procedures
 - y. Submission to criminal background investigation of all medical staff. County shall screen Health Care Provider's proposed Health Care Staff, employees, agents and/or subcontractors providing services at the Jail to ensure they do not constitute a security risk. The County shall have final approval of Health Care Staff, employees, agents and/or subcontractors in regard to security/background clearance.
4. Service Provider shall provide specialty services (e.g. radiology services, laboratory services, etc.) on-site to the extent reasonably possible. If specialty care cannot be rendered on-site, Service Provider shall make appropriate off-site arrangements for the rendering of such care, within Dodge County whenever possible.
 5. Service Provider shall provide pharmaceutical services for all detainees and inmates held in the Dodge County Jail with exception of work release (Huber) inmates; service limited to screening of medication turned in by the inmate, review/screen/evaluate and package those medications for that population.

6. Service Provider shall be responsible for the verification of medication delivered to the jail for inmate use, distribution of medication to inmates and screening and preparation of medication packs for all work release (Huber) inmates. **At the time of submittal, the Service Provider shall submit a copy of their formulary for comparison.**
7. Service Provider shall provide on-site emergency medical treatment to inmates and jail staff as necessary and appropriate.
8. Service Provider shall coordinate and arrange off-site emergency medical care for inmates, as required, through arrangements to be determined with local hospitals.
9. Service Provider shall provide ambulance services for emergency circumstances for inmates at Service Provider's expense. Routine transfers shall be the responsibility of the County in regard to off-site non-emergency medical treatment.
10. Service Provider's responsibility hereunder as to each individual inmate/detainee shall commence immediately upon the commitment of such person to the control of the Sheriff at the Dodge Co Jail Intake and acceptance by a shift commander.
11. Service Provider shall provide prenatal health services to any pregnant inmates that is a covered person, but Health Care services provided to an infant following birth shall not be the responsibility of Service Provider. Shall coordinate available services, via Dodge Co Public Health Unit, for new mothers that are detained or incarcerated.
12. Service Provider shall not be responsible for the provision of elective medical care to inmates. For purposes of this agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of the Service Provider's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being.

VII. Pharmacy Services

The successful service provider shall cover the cost of all prescription and non-prescription medication prescribed by the Healthcare Provider. The successful service provider shall also provide monitoring of pharmacy usage as well as development of a preferred drug list.

Prescription dispensing and administration of medication shall comply with all State and Federal laws and regulations and shall be dispensed under the supervision of the duly authorized, appropriately licensed or certified health care provider.

1. The successful proposal must demonstrate or provide the following:
 - a. Must be a licensed pharmacy and maintain all registrations required by the State of Wisconsin and Federal law.
 - b. Must contract with a local pharmacy to provide emergency medications.
 - c. Must meet NCCHC standards.
 - d. Provide professional pharmacy consultation and technical assistance specific to the

Dodge County Sheriff's Office needs which include but may not be limited to:

- i. 24/7 on-call clinical pharmacist.
 - ii. Quarterly medication room inspections
 - iii. Pharmacy and Therapeutic concerns will be presented and addressed at the quarterly medical meetings.
 - iv. Provide and customize a schedule of drugs for the inmate population proven to be cost and therapeutically effective.
- e. Provide routine operation and statistical reports to include but not limited to:
- i. Medication Administration Records (MARS) for each patient
 - ii. Rx orders due to expire.
 - iii. Monthly statistical reports
 - iv. Ability and willingness to assist the Dodge County Sheriff's Office staff to develop any other custom reports that will facilitate medication utilization management.
- f. Provide support and training to include:
- i. Initial on-site training of all medication administration system personnel
 - ii. Assist on-site medical staff in developing medication administration system.
 - iii. Provision of training manual for all medication administration system personnel

VIII. Extent of Pharmacy Services

During the term of the agreement, the successful service provider agrees to provide the following services for the facility:

1. Fill and Deliver Prescriptions. Fill all prescription items daily. All prescriptions will be filled and delivered to the facility within 24 hours unless the facility is notified otherwise.
2. Emergency Service. Provide Prescription items on a 24 hour a day, 7 day a week emergency service within 8 hours.
3. Controlled Substances. Provide all prescribed controlled substances and will dispose of the unused controlled substances, at no expense to the Dodge County Sheriff's Office, according to applicable State and Federal regulations.
4. Intravenous Fluids. Provide all requested intravenous solutions and related administration sets.
5. Drug Box/Stock Drugs. Maintain drug box/stock drugs located at the facility. Dodge County will provide secured storage for stock drugs deemed necessary by the Medical Team Administrator in collaboration with the physician.
6. Generic Medications. Generic substitutes may be used at the approval of the physician.
7. In-Service Training. Provide in-service training to nursing staff on relevant mutually agreeable drug and pharmaceutical topics, as requested, or needed.
8. Medication Carts. If requested, provide the facility with a sufficient number of secured medication carts to administer medications to the inmates.
9. Vivitrol or other medications deemed part of a medical assist treatment (MAT)

program for opioid dependent detainees/inmates.

10. Consulting Pharmacist. Provide a consulting pharmacist, at the service provider's expense to audit pharmacy services at the facility on a semi-annual basis and provide respective reports of those audits to the service provider and the Dodge County Sheriff's Office-Jail Administration.

IX. Optional/Additional Services

Dodge County is also requesting that Service Providers submit proposals for optional/additional services as specified below.

1. The Service Provider shall provide a Mental Health Master's Level Social Worker (MSW) and shall propose the number of hours they believe necessary to accomplish the duties listed. The duties of the MSW shall include, but are not limited to:
 - a. Establishment of a process for the systematic mental health evaluation of inmates, with priority given to those individuals identified as the most severely impaired by serious mental disorder, the most dangerous to themselves or others, and those who exhibit an inability to function within the general population setting of the jail.
 - b. Perform follow-up for individuals identified as potentially requiring mental health services at initial screening.
 - c. Inmates with a mental illness, the Service Provider shall coordinate with the Dodge County Human Services & Health Department for the continuation of the inmate's existing medication regimen for those inmates already being served by the County's Human Services and Health program or unit.
 - d. Perform counseling, evaluations and professional communication directly related to court ordered competency restoration (Dodge Co Courts, Corp Counsel, District Attorney, Human Services and Health and WI Dept of Health Services).
 - e. Conduct a comprehensive mental health evaluation prior to the 14th day of incarceration that shall, at a minimum, include:
 - i. History of psychiatric inpatient hospitalization, public or private.
 - ii. History of outpatient mental health treatment, public or private.
 - iii. Current psychotropic use – medication, dosage, and prescriber.
 - iv. Current drug or alcohol use – type of drug, method of use, frequency, last use.
 - v. Current suicidal thoughts, ideation, or plans.
 - vi. Prior suicide attempts – ideation, deliberate self-harm.
 - vii. History of sexual offenses.
 - viii. History of sexual abuse.
 - ix. History of violent interpersonal behavior or property damage.
 - x. History of child abuse.
 - xi. History of victimization within detention by predators on the street.
 - xii. Special education background/level of education.

- xiii. History of serious head trauma with even momentary loss of consciousness.
 - xiv. History of seizure activity and cause if identified – alcohol, withdrawal, head trauma, etc.
 - xv. Gross assessment of intellectual functioning.
 - xvi. Adjustment to incarceration.
- e. Evaluate inmates held in Administrative Confinement in conjunction with the jail supervisor at a minimum of every 7 days.
- f. Documentation of the mental health evaluation shall be consistent and standardized and shall be filed in an electronic format in the inmate's medical history file.
- g. Establish a treatment plan for the mentally ill with an attempt to maintain connections between inmates and the community agencies that have been or shall be serving them. The Service Provider shall provide referral and scheduling with community providers. The Service Provider shall also provide notification of the expected release date to Social Security Administration and initiate Social Security application for any inmate who has a psychiatric disability or mental illness.
- 2. The Service Provider shall provide psychiatric services by a Wisconsin licensed psychiatrist and shall propose the number of hours they believe necessary to accomplish the duties listed. The duties of the psychiatrist shall include, but are not limited to:
 - a. Review of mental health issues related to inmates incarcerated at the Dodge County Jail.
 - b. Provide and coordinate psychiatric services as needed to ensure the mental stability of those inmates incarcerated.
 - c. Review of all inmates that are on prescription medication for their mental stability.
 - d. Prescribe and manage medications as deemed necessary.
 - f. With regards to inmates with a mental illness, the Service Provider shall coordinate with the Dodge County Human Services Department for the continuation of the inmate's existing medication regimen for those inmates already being served by the County's Outpatient Mental Health Division.
 - g. Coordinate evaluations and services and communicate as needed with entities designated by the Court, and WI Dept of Health Services regarding placement to mental health facilities and any competency restoration program placements.
 - h. Evaluate ICE detainees in any suicide watch status and make recommendation to remove detainee from that status; report to Jail Administration as needed.

X. Service Provider Letter of Registration

SERVICE PROVIDER LETTER OF REGISTRATION
Dodge County Jail
Healthcare Services for the Dodge County Detention Facility
RFP #20 23-07

The undersigned intends to attend the pre-proposal meeting/site tour at the Dodge County Detention Facility located at 216 W. Center St, Juneau, WI on July 13, 2023 at 10:00 a.m. The receptionist will direct you to the Pre-Proposal meeting space.

Representative's Signature

Date

Representative's Printed Name

Company Name

Telephone Number

Email Address

The following individuals listed below are planning to attend the mandatory pre-proposal meeting and site tour:

	Name	Title
1.		
2.		
3.		

Note: This form is mandatory if the service provider intends to obtain security clearance for individuals scheduled to attend this pre-proposal meeting. No more than 3 individuals may participate from any one service provider. Neither this letter of intent nor the company's participation in the pre-proposal meeting obligates the service provider to submit a proposal in response to the RFP for medical services for the Dodge County Jail.

Required on date of tour:

Name and Date of birth.

Official Photo Identification (some form of gov't ID)

EMAIL COMPLETED FORM TO sjustmann@co.dodge.wi.us NO LATER THAN July 11, 2023.

RFP #20 23-07

XI. Format for Proposal Response

In order for an evaluation committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals must be submitted according to the following format. The proposal should be prepared simply and economically, providing straightforward and concise information as requested. Every attempt should be made to use technological terminology that is common to the industry. Comparable terminology may be substituted where appropriate if there is a use of clear and concise definitions.

The format is presented below along with the minimum information that should be contained in each section. Each section shall be clearly identified and contain all the information necessary to meet the minimum information required. The responses should emphasize services and experiences, which most closely match those requested by Dodge County. While the service provider should provide enough information to fully respond to each section, proposals should be as concise as possible.

1. **Table of Contents:** Include a clear identification of the material by section and by page number.
2. **Letter of Transmittal:** Briefly state the service providers understanding of the service to be provided and a positive commitment to perform the services as defined in the RFP. (Limit to one (1) or two (2) pages).
3. **General Information:** Include information as it pertains to each of the products and/or manufacturers, which are proposed. In addition, provide in detail an explanation of how your staff and process can meet (or exceed) the requirements listed.
4. **Experience:** Furnish information on your firm, including such information as size of the firm, legal status (corporation, partnership, etc...) lines of business, management and technical expertise, financial position, and years in business. Firm must have at least 3 years of correctional Health Care experience and hold licenses to operate in the state of Wisconsin. The provider must meet State and Federal service standards as expressed by Wisconsin State Department of Corrections (DOC) Codes 346 and 350 and must meet National Health Commission Standards. Firm must be able to comply with Immigration Customs Enforcement (ICE) National Detention Standards (NDS) NDS 2000 and be prepared to adhere to NDS 2019 as directed for ICE detainee population. Also, describe any unique approaches or techniques developed and used by the firm that would give it an advantage in this engagement. Provide a summary of all claims, pending litigation and judgments that have been entered against your organization in the past five years that are directly related to its provision of an Inmate Medical Services. Financial viability of your firm will be a factor when determining the final award.
5. **Staff Experience:** Information on the personnel handling this project listing pertinent experience and technical qualifications. The format of individual resumes for key personnel should be as follows:
 - a. Education (degree, major, institution, year)

- b. Summary of pertinent experience and qualifications
 - c. Name and position title of staff members/account executives assigned to this project.
 - d. Years of experience in the correctional medical industry
 - e. Years employed by current company.
 - f. Address of above
 - g. Telephone and fax numbers, along with e-mail addresses
6. **References:** Service Provider shall provide at least three (3) references of recent clients with similar requirements as specified in this proposal. Service Provider must provide the name, location (city), and date of two (2) county jail facilities with 150 or more inmates who most recently terminated your services. Please provide reasons and/or explanation of termination. Reference information shall include contact person, phone number, fax number, e-mail address of a person that may be contacted and relevant recent project information. Dodge County is especially interested in receiving references from government entities that most closely match the requirements as described in this Request for Proposals.
7. **Project Plan and Timetable:** Describe the implementation plan recommended by your firm to ensure that the required services are met or exceeded. (First in summary and then in detail). This implementation plan should highlight all milestones and deliverables, starting dates and completion dates.
8. **Formulary:** Copy of formulary for comparison.
- m. **Electronic Medical Records:** Firm shall maintain a web-based information management and records system. Describe in detail the electronic medical record keeping system your firm intends to use. Ease of use, reporting capabilities, privacy protections, and medication tracking are examples of some of the details that should be included. Firm shall provide training and assistance to Sheriff or County relating to its electronic medical records system and the necessary credentials to access electronic medical records.
9. **Training:** Describe your approach to training for technical, functional staff and end users. Describe your training capabilities, materials, hands-on help, and support capabilities. Knowledge transfer will be of key importance. All training materials shall become the property of Dodge County.
10. **Exceptions:** Any desired exceptions to the terms and conditions of the Request for Proposal must be addressed to the specific paragraph where a conflict exists. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the proposer. Dodge County will not consider the proposer's wholly substituting their agreement.
11. **Cost:** A schedule of fees (firm fixed cost) including a list of itemized expenses to accomplish the services noted herein shall be included. Undefined or add-on costs such as travel, postage, telephone calls or etc... are not acceptable and must be included in the firm fixed not to exceed price (See Cost Statement Table)

12. Proof of Proposer's Financial Stability: Proposer must provide within five (5) days, upon request, the following:

- a. Formal certification of proposer's letterhead signed by the owner or authorized officer of the company indicating the proposing firm has not filed bankruptcy proceedings. In the event a proposer has or is considering filing bankruptcy of any type; formal certification will take on the form of a written explanation of such filing, complete with history and current status.
- b. Note: the selected proposer may be required to submit audited or sworn to accuracy financial statements for the proposer's last two (2) fiscal years. Please state in your proposal response if your company cannot provide this information. This information will be required within five (5) days of request.

XII. Cost Statement Table

Dodge County Inmate Health Care Services Cost Proposal Table

Vendors shall provide proposed annual compensation schedule to provide services as an Inmate Medical Services vendor. The proposed fee shall include all costs for providing Inmate Medical Services as described in this RFP.

The Vendor acknowledges this proposal includes all services outlined in the Request for Proposal. Proposed pricing shall be firm for the term of the contract. Please list any increase in fees necessary for future option years if necessary. All services shall be furnished at proposed pricing and shall be without any additional charges.

Adjustments for ICE detainee, and general population MADP (monthly average daily population) shall be provided: Agreement shall allow for staffing and compensation adjustments according to set ranges in monthly ICE detainee and general population MADP. Agreement will clearly indicate per diem rate changes based on set ranges for each.

Total Cost of Inmate Medical Services:

Year #1 \$ _____

Year #2 \$ _____

Year #3 \$ _____

Provide cost for twenty-four (24) hours per day, seven (7) days per week for Nursing Services.

STAFF SCREENING. The County shall screen proposed Health Care Staff, employees, agents and/or subcontractors providing services at the Jail to ensure they do not constitute a security risk. The County shall have final approval of Health Care Staff, employees, agents and/or subcontractors in regards to security/background clearance. Health Care Provider shall provide the names of the proposed staff at least seven (7) business days in advance of the proposed start date. No staff shall be allowed on-site or allowed to perform the services herein until approved by Sheriff or designee.

SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the County becomes dissatisfied with any member of the Health Care Staff, the County shall provide Health Care Provider written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, Health Care Provider shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the County within ten (10) business days following Health Care Provider receipt of the notice, Health Care Provider shall remove the individual from providing services at the Jail within a reasonable time frame considering the effects of such removal on

Health Care Provider's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The County reserves the right to revoke the security clearance of any Health Care Staff at any time.

Current Medial Staffing:

Title	Hrs/WK	FTE	On Call
Days			
Health Services Administrator	40	1	x
Medical Director/Physician	3	0.075	x
Mid-level Provider (NP/PA)	32	0.8	
Registered Nurse	64	1.6	
Licensed Practical Nurse	24	0.6	
Administrative Assistant	24	0.6	
Psychiatric Nurse Practitioner	4	0.1	x
Mental Health Professional	32	0.8	
TOTAL HOURS/FTE-Day	223	5.575	
Evenings			
Licensed Practical Nurse	56	1.4	
TOTAL HOURS/FTE-Evenings	56	1.4	
Nights			
Licensed Practical Nurse	56	1.4	
TOTAL HOURS/FTE-Nights	56	1.4	
TOTAL	335	8.375	

Proposed Staffing Hours based upon requirements listed in this document:

Staffing Services	Number of Hours per week	Staffing Costs for Year #1

Alternate Staffing Hours:

*Staffing necessary to represent ICE NDS 2019 for population of 100 ICE detainees.
Additional cost any other recommended positions.*

Alternate Staffing Services:	Number of Hours per week	Staffing Costs for Year #1

XIII. Service Provider(s) Selection

The evaluation and selection of a vendor shall be in accordance with the criteria stated below and shall be based on the information called for in this proposal. All proposals will be reviewed by an Evaluation Committee. The recommendation for award shall be based upon the proposal, which represents the most advantageous overall response for Dodge County, all factors considered. Dodge County reserves the right to request any additional information that it deems necessary during the evaluation process.

1. General Requirements
 - a. Including clear understanding of requirements
 - b. Quality and Completeness of Proposal
 - c. Ability to meet the minimum requirements.
 - d. Provided project relevant references.
 - e. Provided completed proposal form and cost table.

0-15 points

2. Service
 - a. Experience and qualifications of service provider to render satisfactory service as specified in this proposal.
 - b. Experience and qualifications of staff assigned to render satisfactory service as specified in this proposal.
 - c. Quality Assurance Program
 - d. Evaluation of service provider's approach, training and reporting capabilities
 - e. Evaluation of service provider's list of exceptions and service provider's ability to perform the requirements listed in this proposal.

0-30 points

3. Presentation/Demonstration*
 - a. Demonstrated ability to perform scope of services.
 - b. Industry knowledge
 - c. Effectiveness of presentation materials
 - d. Service quality and resources available to service Dodge County
 - e. Quality of electronic medical record

*Only vendor finalists will receive points for an oral presentation/demonstration.

0-20 points

4. Vendor's Proposed Pricing
 - a. Evidence of efficient use of resources.
 - b. Cost per inmate per day.
 - c. Unit cost for any such services as may be proposed by the Service Provider that are not included in the cost per inmate per day calculation.
 - d. Total cost.

0-35 points

XIV. Insurance Requirements

Minimum Scope and Limits

- A. Architects, Engineers, Other professionals – Errors & Omissions (Professional Liability) coverage, with a minimum limit of \$2,000,000 per claim, \$5,000,000 annual aggregate. This insurance is to be maintained for at least two years after completion of the project. If the firm changes insurance carriers and this policy is provided on a "claims made" basis, the firm will secure the appropriate coverage extension to provide coverage to the project for a period of at least two years following the completion of the project.
- B. Commercial General Liability coverage with limits of no less than the following:
 1. General aggregate limit \$5,000,000
(Other than Products-Completed Operations)
 2. Products-Completed Operations Aggregate per project \$1,000,000
 3. Personal and Advertising Injury Limit \$1,000,000

- | | |
|---|-------------|
| 4. Each Occurrence Limit | \$1,000,000 |
| 5. Fire Damage Limit-any one Fire | \$ 50,000 |
| 6. Medical Expense Limit-any one Person | \$ 10,000 |
- C. Automobile Liability coverage with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis.
- D. Worker's Compensation and Employers Liability Insurance with sufficient limits to meet underlying Umbrella Liability Insurance requirements.
- E. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability coverages, with a minimum limit of \$5,000,000 each occurrence and \$10,000,000 annual aggregate, and a maximum self-retention of \$10,000.

Other Requirements

- A. Acceptability of Insurers. Insurance is to be placed with insurers who have a Best's Insurance Reports rating of no less than A and a Financial Size Category of no less than a Class VI, authorized as an admitted insurance company in the State of Wisconsin.
- B. Certificates of Insurance acceptable to Dodge County shall be submitted prior to commencement of the work. Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days' prior written notice has been given to Dodge County.
- C. Dodge County, Dodge County's elected and appointed officials, and Dodge county employees shall be named as additional insureds on all liability policies for liability arising out of project work. Please provide a copy of this endorsement with your certificate of insurance.

XV. General RFP Information

- A. Dodge County requires a high level of service from any firm who is looking to do business with the County. Quality, service and price are all critical factors that Dodge County considers when doing business and in continuing business with firms. This is especially important when it comes to the requirements of this request. Dissatisfaction due to product or performance may result in Dodge County discontinuing service with a firm.
- B. Dodge County is a tax-exempt municipality under Section 77.54(9a) (b), Wis. Stats.

- C. Successful Firm(s) shall provide a certificate of insurance, including naming Dodge County, its officers, elected officials and employees as Additional Insureds, upon proposal award.
- D. All proposals shall be binding for ninety (90) calendar days following the proposal opening date unless the firm(s), upon the request of the County, agrees to an extension.
- E. Payment for services will be made to successful firm(s) contingent upon County's acceptance and approval of all work done and/or products provided, or services rendered. Acceptance as herein means acceptance by the County of all work performed or products provided and services rendered, after the department's authorized agent has found it to be in compliance with the specification requirement. Fuel surcharges or surcharges of any kind will not be allowed.
- F. Firms may withdraw their proposal at any time before the proposal due date and time by written request for withdrawal to the Purchasing Agent and by presenting proper identification upon request. **Faxed and emailed proposals will be rejected. Late proposals will not be accepted.**
- G. Dodge County's Standard Terms and Conditions available at: <https://www.co.dodge.wi.gov/departments/departments-e-m/finance/purchasing-division> are applicable to this request and are hereby made a part of it.
- H. If a firm receives an RFP packet from any source or entity other than the Dodge County Purchasing Division or its website, <https://www.co.dodge.wi.gov/departments/departments-e-m/finance/purchasing-division> It is the firms responsibility to view the RFP document, and check the website for updates and to retrieve any addenda issued for this request. Firms may also contact Dodge County Purchasing Division to request any addenda for this request prior to submitting their proposal. Failure to do so in no way obligates the County to issue addendum or other information concerning this request to the firm.
- I. No reimbursement will be made by the County for any cost incurred in preparing responses to this solicitation, or for cost incurred before a formal notice to proceed is issued if a contract is awarded.
- J. Dodge County shall be the owners of any and all of the reports, plans, specifications and documents resulting from this RFP and firm shall provide both digital and hard copies of all reports, plans and documents as indicated in this RFP to Owner in a format usable to the County. Awarded firm(s) shall also waive any rights to copyright protection so Owner may reproduce, distribute, and use all reports, plans, specifications and documents as it so chooses.
- K. Any proposal/response and any and all supporting materials submitted in conjunction with this request will become a public record, subject to public inspection.

- L. Firms responding to this request shall include with the proposal a proposed contract covering all the terms, conditions, and specifications for the performance of all work for this request.
- M. Proposers shall list any consultants or subcontractors that may be used to complete this project.
- N. All questions resulting in further clarification or modification to this (RFP) document will be handled by written addenda. Questions shall be directed to the Purchasing Division via email to sjustmann@co.dodge.wi.us. Questions must be asked by August 3, 2023, at 10:00 a.m. prior to the proposal due date. Questions received after this time may not be answered. Any changes as a result of issues raised will be made by written addenda and posted on the Dodge County website at <https://www.co.dodge.wi.gov/departments/departments-e-m/finance/purchasing-division>. It is the firm's responsibility to check the website for addenda prior to submitting your proposal. Oral and other interpretations or clarifications will be without legal effect.
- O. Dodge County assumes no responsibility or liability for any error or omission in any part of this RFP or resulting design. Prior to the deadline for questions, a firm shall notify Dodge County of any error for any error or omission in any part of this RFP or resulting design. Prior to the deadline for questions, a firm shall notify Dodge County of any error, omission, inconsistency, or other factor which requires clarification that is discovered while reviewing the documents or preparing a proposal. Such notification shall be made in writing to Dodge County's Purchasing Office.
- P. Confidentiality and Security – This document or any portion thereof may not be used for any purpose other than the submission of proposals. The successful consultant must agree to maintain security standards consistent with the confidentiality and security policies of Dodge County and any applicable state or federal laws or regulations. These include strict control of access to secure areas, sensitive data and maintaining confidentiality of information gained while carrying out their contractual obligations. The successful consultant will be required to ensure that all consultant's personnel providing services to the County which require access to secure and confidential Dodge County information or facilities, meet the criteria for personal security clearance prescribed by Dodge County. Dodge County reserves the right to deny access to any individual that is not fully compliant with security criteria without disruption to timeline or adjustment to project cost.
- Q. Dodge County reserves the right to require background checks for any employee or subcontractor employee involved in this project from the awarded firm(s).
- R. Unpublished information pertaining to Dodge County, or its employees obtained by the firm as a result of participation in this RFP or resulting contract is confidential

and must not be disclosed without written authorization from Dodge County Corporation Counsel or pursuant to a court order.

- S. INDEMNIFICATION Dodge County requires any contract or agreement to contain an indemnification clause in which consultant/provider holds harmless and defends Dodge County, its officers, elected officials, and employees from and against any and all claims arising from contracts between the firm and third parties made to effectuate the purposes of this RFP.
- T. NON-COLLUSIVE STATEMENT Each firm, by submitting a response, certifies that it is not a party to any collusive action with Dodge County personnel and/or Consultants. Each firm also certifies that it is not a party to any collusive action with any other party submitting a proposal in response to this solicitation.
- U. Dodge County reserves the right to reject any or all proposals or parts thereof, to waive any technicality in any proposal and accept any proposal deemed to be the most advantageous to the County. It is possible that multiple awards may be made through this RFP process.
- V. This request and possible resulting contract shall be interpreted under the laws of the State of Wisconsin. Any disputes or claims that arise under this contract shall be litigated in the Circuit Court of Dodge County, WI.