

June 30th, 2020

INMATE MEDICAL AND PSYCHIATRIC CARE SERVICES

Dear Prospective Provider:

You are invited to submit a proposal to provide INMATE MEDICAL AND PSYCHIATRIC CARE SERVICES for the Marathon County Jail, Juvenile Detention and Shelter Home Facilities. Sealed proposals are due on or before **4:00PM CST on Wednesday, September 30<sup>th</sup>, 2020** at the address listed below. Late bids will not be accepted.

Responses must be in a sealed envelope/container and show the firm's name, address, and solicitation number/name on the cover as instructed. Your response must be manually signed and dated and include all requested information. Responses shall be addressed and delivered to the **Marathon County Jail Administrator, 500 Forest Street, Wausau Wisconsin 54403**

Any questions regarding this Request for Proposal must be submitted in writing and directed to:

**Sandra La Du  
Marathon County Jail Administrator  
500 Forest Street  
Wausau, WI 54403  
Phone: 715-261-1701  
Facsimile: 715-261-1791  
Sandra.LaDu@co.marathon.wi.us**

A Zoom Meeting, pre-proposal conference and site tour will be held on **Friday, August 21<sup>st</sup> at 9:00am CST**. While any firm interested in potentially submitting a proposal may sign up to attend, it is not mandatory, and such participation does not obligate the Provider to submit a proposal. If you plan on attending, please complete and fax/email the attached registration form no later than **August 17<sup>th</sup>, 2020** so that you may be included in the Zoom invite.

Sincerely,

Sandra La Du

Jail Administrator

Encl: Pre-Proposal Meeting Registration  
Request for Proposal

**PROVIDER LETTER OF REGISTRATION FOR PRE-PROPOSAL  
MEETING FOR: INMATE MEDICAL CARE SERVICES**

The undersigned intends to attend the pre-proposal Zoom Meeting at **9:00 am on August 21<sup>st</sup>, 2020** at the Marathon County Jail, 500 Forest Street, Wausau Wisconsin 54403. Meet in Sheriffs Administration area.

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative's Printed Name

\_\_\_\_\_  
Company Name and Legal Name for Business within Wisconsin

\_\_\_\_\_  
Telephone Number and Extension

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
E-Mail Address

The following individuals listed below are planning to attend the pre-proposal conference:

	<u>Full Name</u>	<u>Date of Birth</u>	<u>Title</u>
1.	_____		
2.	_____		
3.	_____		

Note: While any firm interested in potentially submitting a proposal may attend, it is not mandatory. No more than three individuals may participate for any one provider. Neither this letter of intent nor the company's participation in the pre-proposal conference obligates the provider to actually submit a proposal in response to the RFP for INMATE MEDICAL AND PSYCHIATRIC CARE SERVICES. Official photo identification is required to enter the facility.

**FAX FORM TO 715-732-7632 or EMAIL TO: [Sandra.LaDu@co.marathon.wi.us](mailto:Sandra.LaDu@co.marathon.wi.us)  
NO LATER THAN Monday, August 17<sup>th</sup>, 2020.**

MARATHON COUNTY, WISCONSIN



REQUEST FOR PROPOSAL  
FOR  
INMATE MEDICAL AND PSYCHIATRIC CARE SERVICES  
AT THE MARATHON COUNTY JAIL  
AND JUVENILE DETENTION FACILITY

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# REQUEST FOR PROPOSAL

## INMATE MEDICAL AND PSYCHIATRIC CARE SERVICES

### PROJECT OVERVIEW

The Marathon County Jail is accepting proposals from qualified service providers with specific experience in correctional facilities to provide medical services and oversight, and/or psychiatric services for those in the Marathon County Jail, Marathon County Juvenile Detention Facility and the Marathon County Shelter Home. The medical care services shall include onsite health care personnel, direct medical services for inmates and coordination of off-site medical care, hospitalization, dental and other services. Psychiatric services can be telehealth.

### OBJECTIVE

*The objective of this RFP is to identify and select the most competent and qualified firm, individual, partnership, or corporation capable of providing inmate medical services and/or psychiatric services for Marathon County. From this selection process, it is anticipated that Marathon County and the selected provider will enter into a contract for a three (3) year period commencing December 1<sup>st</sup>, 2020 at 12:01 AM, and may be renewed or extended annually at the County's discretion.*

### BACKGROUND

The Marathon County Jail is a 279 bed facility. Average daily populations are significantly beyond rated capacity which requires the housing of inmate in other area facilities.

- The 2019 Marathon County Jail Average Daily Population was 355, with a low of 340 and a high of 381.
- The average number of inmates housed in the facility per day is 250.
- The average number of Huber inmates in 2019 was 40.

Huber inmates who are gainfully employed and drawing a wage are generally responsible for their own health care. For the purpose of this proposal and any subsequent agreement, ADP will be defined as not including Huber inmates.

The Marathon County Secure Detention Facility is a 20 bed facility located at 7015 Packer Drive, Wausau, WI 54403.

- Average Daily Population in 2019 was 9, with a high of 16 and a low of 3.

The Marathon County Shelter Home is an 8 bed facility located at 7015 Packer Drive, Wausau, WI 54403.

- Average Daily Population in 2019 was 4, with a high of 8 and a low of 1.

All Providers submitting proposals for medical services, must provide medical services onsite at the Marathon County Jail, with the understanding that regular monitoring and periodic onsite services will be provided at the Marathon County Juvenile Detention Facility and Shelter home. The Provider will be responsible for the medical care and treatment of inmates, detainees and juveniles housed by Marathon County.

Psychiatric providers will be permitted onsite or telehealth options.

Marathon County receives mental health counselling services through an agreement with North Central Health Care. All medical and psychiatric providers will be required to provide collaborative care with this counselor.

### INSTRUCTIONS TO PROPOSERS

#### General Information

Based on the Scope of Services, Provider Requirements and the Mandatory Proposal Requirements described on pages 9-13, please submit a detailed proposal to the Marathon County Jail Administrator.

## Projected Timetable

RFP Posted:	June 30 <sup>th</sup> , 2020	12:00 p.m. CST
Registration Due:	August 17 <sup>th</sup> , 2020	4:00 p.m. CST
Pre-Proposal Conference and Tour:	August 21 <sup>st</sup> , 2020	9:00 a.m. CST
RFP Questions Due:	September 9 <sup>th</sup> , 2020	2:00 p.m. CST
RFP Answers Posted on Website:	September 11 <sup>th</sup> , 2020	2:00 pm. CST
Proposals Due:	September 30 <sup>th</sup> , 2020	4:00 p.m. CST
Evaluation of Proposals/Award Notice:	September 28 <sup>th</sup> through October 02 <sup>nd</sup> , 2020	
Contract Negotiation:	October 2 <sup>nd</sup> , 2020 through October 23, 2020	
Contract Start Date:	December 1 <sup>st</sup> , 2020	

## Provider Questions

All questions related to this RFP must be submitted not later than 2:00 p.m. CST, September 9<sup>th</sup>, 2020 via e-mail to [Sandra.LaDu@co.marathon.wi.us](mailto:Sandra.LaDu@co.marathon.wi.us). Clearly mark the e-mail “**Questions for RFP - Inmate Medical and Psychiatric Care Services**”. Phone calls or faxes questions will not be accepted.

Answers to questions will be posted in the form of an addendum to the RFP and placed on the Marathon County website <http://co.marathon.wi.us> on September 11<sup>th</sup>, 2020 by 2:00 p.m. CST. It is the responsibility of all interested providers to access the website for this information. If Addendum(s) are posted, providers must fill out and submit Attachment C – Addendum Sheet with their proposal.

## Pre-Proposal Conference/Tour

A pre-proposal conference and tour will be held at **9:00 a.m. CST, on August 21<sup>st</sup>, 2020**, in the Sheets Room of the Marathon County Sheriff’s Office located at 500 Forest Street, Wausau, WI 54403. Providers are to meet in the Sheriff’s Administration Area.

The conference will be for the purpose of answering questions related to the RFP and the services to be contracted. A tour of the adult jail facility will also be included. Registration is required for the tour. Registration forms must be submitted by August 17<sup>th</sup>, 2020.

## Proposal and Presentation Costs

Marathon County will not be liable for any costs incurred by the providers in the preparation of proposals in response to this RFP, for any oral presentations/interviews or participation in any discussions or negotiations.

## Three Copies are Required

The provider shall submit one (1) original and two (2) paper copies of their proposal in response to this RFP. One electronic copy would also be appreciated.

## Due Date

RFP’s are to be received by **4:00 p.m. CST on Wednesday, September 30<sup>th</sup>, 2020** by the Marathon County Jail Administrator. Sealed proposals received after 4:00 pm central time will be considered late, not accepted and returned unopened.

## Addressing of Proposals

Proposals shall be submitted in a sealed envelope/container. The sealed envelope/container shall be marked with proposer’s return address and addressed as follows:

Sandra La Du  
Marathon County Jail Administrator  
500 Forest Street  
Wausau, WI 54403

In lower left-hand corner note: **RFP - INMATE MEDICAL AND PSYCHIATRIC CARE SERVICES**

**Proposal Must Include**

Attachment A, Rate proposal and Signature Sheet  
Attachment B, References – Page 1, 2 and 3  
Attachment C, Statement of Understanding of Proposal  
Attachment D, Addendum Sheet

**Additional Data with Proposal**

Providers may submit, on the firm's letterhead only, additional data and information deemed advantageous to Marathon County. Consideration of such data and information is to be held optional to Marathon County.

**Late Proposals**

Formal proposals, amendments thereto, or requests for withdrawal of proposals received by Marathon County after time specified for opening will not be considered.

**Provider Supplied Information**

All provider-supplied materials, including the providers' proposals, become the property of Marathon County. Any proposal / response and any all supporting materials submitted in conjunction with this request will become a public record, subject to public inspection.

Providers are to list in their proposal any consultants or subcontractors that may be used in the provision of the services of this request. Marathon County's Jail Administrator must approve any subcontracted providers that are hired by the selected provider.

**Withdrawal of Proposals**

Any proposal may be withdrawn up until the date and time set for the deadline for the proposals, 4:00 p.m. local time, September 30<sup>th</sup>, 2020. Any proposals not so withdrawn shall constitute an irrevocable offer for a period of 120 days or until one of the proposals has been duly accepted and Marathon County executes a contract, whichever occurs first.

**Proposals Binding-120 Days**

Unless otherwise specified, all proposals submitted shall be binding for One hundred twenty (120) calendar days following due date.

**Oral Presentations**

Marathon County may require oral presentations from selected providers. If presentations are needed, the provider will be contacted to arrange a date and time.

**TERMS AND CONDITIONS****Responsibility of Marathon County**

Marathon County shall provide office space, appropriate furniture and equipment as exists in the jail or juvenile detention medical office. A list of such equipment and supplies is attached and marked Exhibit A.

It will be the responsibility of Marathon County to maintain and replace county provided equipment if maintenance or replacement is warranted due to normal usage, wear and tear. In the event of damage or replacement due to neglect or intentional misuse by the provider, the provider will be responsible for replacement or repair.

**Responsibility of Provider**

It is the responsibility of the provider to view existing equipment during the site visit on August 21<sup>st</sup>, 2020.

The successful provider at their expense shall be responsible for providing any and all additional furniture, fixtures, and equipment deemed necessary by the provider to fulfill the requirements of service under this RFP.

### **Agreement Development**

Any subsequent agreement between Marathon County and the successful provider shall be governed by the laws of Wisconsin. The court of competent jurisdiction for this agreement shall be the Marathon County, Wisconsin, Circuit Court.

### **Contract/Independent Contractor Status**

The successful provider shall execute a contract with Marathon County incorporating the terms of this RFP and all or part of the provider's proposal. The relationship of the Contractor to Marathon County shall be that of an independent contractor and the Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of Marathon County are eligible to receive. Nothing in this agreement shall be construed so as to deem the Contractor, its employees or agents; 1) As employees of Marathon County; 2) As carrying out the functions of Marathon County; or 3) As effectively acting as or in place of Marathon County. The Contractor has no authority to incur any obligation for or on behalf of Marathon County. No federal, state, or local taxes or social security deductions or contributions shall be made by Marathon County on behalf of the Contractor.

### **Contract Term/Duration**

The period of performance contracted will be for a three (3) year period commencing December 1, 2020 at 12:01 a.m., and may be renewed or extended annually.

### **Termination by County for Cause**

If the provider fails to fulfill its obligations under the contract resulting from this RFP in a timely and proper manner, or violates any of its provisions, County may thereupon have the right to terminate the agreement by giving thirty (30) days written notice of termination, return receipt required, specifying the alleged violations and effective date of termination. The contract may not be terminated if, upon receipt of the notice, the provider cures the alleged violation within 30 days. In the event of termination, Marathon County will only be liable for services rendered and expenses incurred through the date of termination and not for the uncompleted portion and for any materials services purchased or paid for by the provider for use in completing the contract.

### **Unrestricted Right of Termination by County without Cause**

Marathon County further reserves the right to terminate this contract at any time for any reason by giving provider a minimum of ninety (90) days written notice by return receipt mail of such termination. In the event of said termination, provider shall not reduce its activities hereunder unless agreed in advance by Marathon County. The provider will be paid according to the contract for services rendered through the date of termination.

### **Cooperation upon Termination**

The provider must cooperate with Marathon County in the event of termination so as to ensure that Marathon County can maintain continuity of service delivery.

### **Indemnification**

The PROVIDER hereby agrees to release, indemnify, defend and hold harmless the County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and responsible attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of the provider's officers, officials, employees, agents or assigns.

The COUNTY hereby agrees to release, indemnify, defend and hold harmless the County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and responsible attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of the provider's officers, officials, employees, agents or assigns. The COUNTY does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

### **Dispute Resolution**

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding. The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

**Insurance Requirements**

The PROVIDER agrees that in order to protect itself and Marathon County, it will at all times during the term of this agreement maintain at least the following insurance coverage and limits:

<u>Coverage</u>	<u>Limits</u>
Medical Professional Liability	\$1,000,000 per loss \$3,000,000 aggregate
Comprehensive General Liability	\$1,000,000 per occurrence \$3,000,000 aggregate
Business Automobile	\$1,000,000 per occurrence \$3,000,000 aggregate
Worker’s Compensation (Employees Only)	Statutory Cov. A. \$500,000, \$500,000 liability

This insurance shall name the provider, its employees, officers, agents, and independent providers within the coverage and limits stated above. Said insurance coverage shall provide it will survive the termination of this Agreement and will provide coverage at any date a claim is made against any of the insured whether or not any relationship exists between Marathon County and the provider. The provider and its subcontractors shall also maintain, at their expense, Worker’s Compensation for all employees in the statutory amounts.

Certificates of Insurance: Within thirty (30) days of award, the provider shall deliver to Marathon County certificates of insurance naming Marathon County and the Marathon County Sheriff as additional insured parties for each of the above specified types of insurance. A copy of the Certificate of Insurance to be delivered to the Marathon County Risk Management Division for approval prior to the execution of this contract. Upon renewal of the required insurance and annually thereafter, the COUNTY shall receive a new Certificate of Insurance for three years after separation.

Certificate shall be addressed to:  
Jail Administrator – Marathon County Jail  
500 Forest Street  
Wausau, WI 54403

Changes In Insurance Coverage: The provider shall notify Marathon County of changes in insurance coverage in writing within thirty (30) days, but under no circumstances will the types or amounts of coverage be changed without the prior written consent of Marathon County. Notification shall be in writing and specify the name of the contract or project covered.

Insurance Rating: All of the above-specified types of insurance shall be obtained from companies that have at least a triple “A” rating in Best’s Guide or the equivalent.

**Notice of Lawsuit**

Within sixty (60) days of service of process, Marathon County or the Sheriff shall notify the PROVIDER of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the provider of its obligations to provide indemnification. However, Marathon County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within sixty (60) days.

**Choice of Legal Counsel**

The provider shall provide coverage as provided in this Agreement and retains the right to choose legal counsel subject to the approval of the Marathon County Corporation Counsel. However, Marathon County may elect to defend against or to join as co-counsel in any claim or lawsuit in which Marathon County, the Sheriff or any

agent, employee or officer of the Sheriff or Marathon County is involved without waiving the hold harmless and indemnification provisions set forth in the Indemnification section above.

### **Pricing Structure**

MCJ proposal pricing should be an annual lump sum amount using the Jail ADP (see section Average Daily Population for Pricing).

1. Monthly invoices shall be submitted by the provider for one-twelfth of the proposed total lump sum amount during the term of this agreement and any extensions of the agreement.
2. Per Diem credit/cost adjustments for ADP shall not be made.
3. Reimbursement and reconciliation for hours not filled will be required.

MCJ is open to the evaluation of proposed alternative pricing methods. If an alternative pricing method is proposed, it should be described within the pricing structure portion of provider's response.

### **Billing / Payments**

Provider shall submit monthly invoices to Marathon County for one-twelfth of the total lump sum amount during the term of this agreement and any extensions of the agreement.

Payment will be made by Marathon County to the provider within thirty (30) days of invoice receipt.

### **Transition and Implementation Plan**

Each provider must submit a comprehensive Transition Implementation Plan. The quality, breadth and depth of the Plan are critical to the success of the contract start-up and the conversion from current provider.

1. Plan Components – The plan must describe activities during the thirty (30) days prior to the initiation of on-site services in preparation for the start-up and for the first sixty (60) days of the contract implementation to ensure uninterrupted service delivery and continuity of care. The Plan must be approved by Marathon County. The Plan must address key aspects that are critical to the success of the transition.

### **Affirmative Action**

Marathon County is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer. The provider must accept and comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin, sex, disability or veteran status.

### **Non-Discrimination**

In connection with the performance of work under this contract, the provider agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wisconsin Statute S.51.01 (5)(a), sexual orientation, or national origin. This provision shall include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause [(Wisconsin Statutes S.16.765 (2).]

### **Notice Regarding Wisconsin Public Records Law**

Contractor understands and agrees that Marathon County is a political subdivision of the State of Wisconsin. As such, Marathon County is subject to the Wisconsin "Public Records Law." Contractor agrees to clearly identify any confidential or proprietary information it does not wish disclosed by Marathon County pursuant to public records requests at all times during the course of this Agreement, or thereafter. In the event Marathon County becomes involved in litigation due to a refusal to release information identified as confidential or proprietary by

Contractor, Contractor agrees to indemnify, defend and hold harmless Marathon County for any costs associated with said litigation.

### **SCOPE OF SERVICES**

Marathon County is requesting formal competitive proposals for the provision of on-site inmate medical services and psychiatric services (tele-health okay) to provide health care services for the Marathon County Sheriff's Office, Jail Division. The Jail Division consists of an Adult Jail, Juvenile Detention Center and Shelter Home. The health care services shall include health care personnel, direct medical services for inmates, and coordination of off-site medical care, hospitalization, dental, and other services that may be needed. Psychiatric services are further outlined in Optional Services at the bottom of the proposal. The successful firm shall be able to provide these services for the Marathon County Sheriff's Office - Jail Division which has a capacity of 279 adult inmates, up to 20 juveniles in the Juvenile Detention Facility and up to 8 youth in the Shelter Home.

This contract will primarily focus on services for the inmates/juveniles and indigent/unemployed Huber (work release) inmates. The contract will also include the overseeing of all inmate medications within the Adult Jail. Consultation and oversight for juveniles will also be required; however, routine services are generally covered by the children's personal physicians or the walk-in clinic.

### **Inmate Medical and Mental Health Services – Base Service Plan**

Provider is to clearly define the services being provided and describe any minor changes that provider feels are necessary. Provider's responsibility hereunder as to each individual inmate/detainee of MCJ shall commence immediately upon the commitment of such person to the control of the Sheriff at the MCJ.

### **PROVIDER REQUIREMENTS**

As a part of the ensuing contractual agreement, the provider shall:

- Deliver and maintain high quality, cost effective health care and mental health services. Implement policies, procedures, and protocols with clear objectives for the Marathon County Jail that meet the standards and requirements of Wisconsin Department of Corrections Administrative Code (Chapter 350), standards of the National Commission on Correction Health Care (NCCHC) and the American Correctional Association (ACA).
- Comply with all requirements of HIPAA to the extent that HIPAA applies to the Jail.
- It is mutually understood and agreed that an independent contractor relationship is established under the terms and conditions of the agreement; that employees of the selected provider are not nor shall be deemed employees of the Marathon County Jail and that employees of the Marathon County Jail are not nor shall be deemed to be employees of the selected provider.
- Operate the inmate medical services program using Wisconsin licensed, certified, and professionally trained personnel to perform all aspects of conventional health in a correctional setting, including the use of physicians, registered nurses, and licensed practical nurses as necessary.
- Provide a licensed physician or physician assistant (licensed psychiatrist for psychiatric care) available to provide consultation with Marathon County Jail Staff 24 hours/day, 7 days/week, 365 days/year, when healthcare staff is not present at the facility. A physician or physician assistant shall respond to requests within 15 minutes. Psychiatrist shall respond in 4 hours.
- Maintain a quality assurance program and provide information on the same. Monthly meetings shall be scheduled with provider staff and Jail Administration to review issues, statistical information, suggested changes, and provide feedback about the services being provided by the provider.

- Offer a comprehensive annual training program for medical healthcare education for the Marathon County Sheriff's Office Staff. Training topics to be reviewed with the Marathon County Jail Administrator and will comply with the Administration Standards of the Wisconsin Department of Corrections, and standards of the National Commission on Correctional Health Care (NCCHC).
- Maintain an open, collaborative relationship with the administration and staff of the Marathon County Jail, and other Marathon County Service Providers.
- Provide training for Marathon County Sheriff's Office employees offering a comprehensive program for continuing healthcare education of Sheriff's Office staff. Training to include, but not limited to: First Aid, Blood Borne Pathogens, Communicable Diseases, Diabetes, Illicit Drugs & Effects, and similar topics.
- Stock first aid kits/emergency response kits, sharps disposal boxes, spill kits, protective gowns, booties, facemasks, and other similar supplies.

### **Staff Schedule**

Provider must provide adequate healthcare personnel required for the services listed in this request for proposal. Provider is must provide the following staffing, at minimum:

- Physician/Physician Assistant – twelve (12) hours on site every week, 24/7 on-call (≥4 hours of MD required)
- Registered Nurses – on site coverage to include minimum 168 total hours per week (7am – 11pm)
- Medical Assistant – on site coverage 40 hours per week
- Health Services Manager (RN) – 40 hours per week
- Healthcare response to requests within 15 minutes.
- Medical services contract manager on site supervisory visits at least once per month.
- Psychiatric care manager supervisory visit at least once per month (telephonic okay).

The proposal must include a specific schedule including the number of positions, position titles, and number of hours (FTEs) worked by each position. Alternative staffing options will be considered.

**Staffing schedule and patterns must be maintained regardless of training needs, holidays, sick days, vacation or vacancies and shall be mutually agreed upon.**

### **Personnel**

Marathon County is currently located in a highly competitive demographic for health care workers, which provides a significant amount of employment options for those who are credentialed. Currently staffed personnel shall be permitted the right to apply, with priority consideration for placement, based upon referral from jail administration.

All personnel shall be required to pass a background investigation conducted by the Marathon County Sheriff's Office prior to placement at the job site. Any costs will be the responsibility of Marathon County.

The successful provider's staff shall also be subject to all security regulations and procedures of the Marathon County Jail. Continued assignment of staff shall be subject to the approval of the Marathon County Sheriff's Office through the Jail Administrator.

Only Wisconsin licensed, certified, and professionally trained medical personnel shall provide professional coverage.

The successful provider shall provide appropriate in-service training and education programs as required by law and/or license regulations for their staff. Provider must provide comprehensive training to their staff on how to work effectively, professionally, and safely in a correctional facility.

All personnel shall comply with current and future state, federal and local laws, regulations, court orders, administrative regulations, administrative directive, and policies and procedures of the Marathon County Sheriff's Office.

### **Required Services and Supplies**

- Correctional staff currently completes the medical and mental health screening during the booking process. Those screenings must be reviewed within 72 hours by the provider's medical staff for both adult and juvenile offenders. A medical plan and mental health referral will be documented by the provider for each inmate as deemed necessary.
  
- A health appraisal examination must be completed by the provider's qualified healthcare professional for each inmate and juvenile offender in the Adult Jail and Juvenile Detention Facility within fourteen (14) days of an initial confinement – Huber inmates will also be required to have the health appraisal completed. Examinations must be completed within the guidelines of the Wisconsin Department of Corrections Administrative Code standards of the National Commission on Correctional Health Care (NCCCHC).
  
- The provider shall obtain all non-prescription medications, medical supplies and other supplies. The provider shall also properly order all prescription medications through the jail pharmacy provider. The jail physician shall prescribe all medications and must maintain all administration records. Prescribing, dispensing, and administering of medications shall comply with all State and Federal laws and regulations. All costs, except prescription, will be the responsibility of the successful firm.
  
- The provider's medical staff are responsible for making an initial review and set up a of the inmate's electronic medication Administrative Record (MAR).
  
- The provider's medical staff shall respond to inmate sick calls daily.
  
- The provider's medical staff shall make daily segregation and receiving cells visits.
  
- In addition, the provider is required to provide the following medical services and supplies:
  - Cooperation and collaboration with jail contracted pharmacy services. Prescribing, dispensing, and administering of medications shall comply will all State and Federal laws and regulations.
  - Pathology/radiology services.
  - Medical staff, when onsite, shall be available for crisis intervention services.
  - Removal and proper disposal of medical waste.
  - Other general health care services such oral screening, and emergency dental referral.
  - Medical supplies.
  - Two daily medication passes at the Marathon County Jail. Coordination of the Huber medication cart.
  - TB testing and assessment of all inmates that are still in the jail for 14 days or longer.
  - Annual TB testing for the Marathon County Sheriff's Office staff.
  - Doctor's orders in writing, including all standing orders.
  - All medical services to inmates housed from other counties or government agencies.
  - On-site emergency medical treatment to inmates.
  - Healthcare services to pregnant inmates. Healthcare services for infants following birth and delivery are not the provider's responsibility.

- Conduct an ongoing health education program for adult inmates and detainees. Health education includes patient education in self-care skill, posters and pamphlets. Topics shall include, but not limited to: personal hygiene, nutrition, AIDS, effects of smoking, anger management and similar education. Topics will be assessed based on the needs of the inmates and approved by Jail Administrator or designee.

### **Provider Responsibilities**

Provider is responsible for all of the following services and shall:

- Submit schedules and staffing patterns for all medical services that reflect coverage as per the agreement.
- Manage and maintain electronic inmate medical records. These must interface with the current jail management system – Central Square.
- Provide statistical and management reporting systems as required by Marathon County and Department of Corrections.
- Submit copies of all employee evaluations annually to the Marathon County Sheriff’s Office.
- Educate/train corrections staff and inmates.
- Complete an independent annual compliance evaluation.
- Adhere to Jail security procedures and codes of conduct.
- Maintain a collaborative working relationship with MCJ staff and with Marathon County’s Health Department and North Central Health Care staff providing services to MCJ.
- Provider is not responsible to provide the following services:
  - Elective medical care to MCJ inmates. For purposes of the Agreement, “elective medical care” means medical care that, if not provided, would not, in the opinion of the provider’s medical doctor, cause the inmate’s health to deteriorate or cause definite harm to the inmate’s well-being.
- Collaborate with Mental Health Services.
- Operate the health services program in a humane manner with respect to inmate’s rights to basic healthcare services.
- Maintain confidential, complete and accurate records of care. Collect and analyze healthcare statistics on a daily basis for generation of monthly and annual reports. Analysis should include information that will assist all parties in justifying current services and identify any need for enhanced services. These and all records of care will be the property of the Marathon County Sheriff’s Office and will be maintained in accordance with Wisconsin Department of Corrections standards.
- Allow the Jail Administrator or designee total access to the onsite medical files, reports, schedules, grievances, charts, etc.

### **INMATE MEDICAL AND PSYCHIATRIC CARE SERVICES – Optional / Alternate Service Plans**

Provider may include the following optional service packages as separate costs to their proposals. They must include a detailed description of the services being provided with each option.

- **Option A – Psychiatric Care**

Marathon County will accept separate proposals for psychiatric care/medication management of 4 hours per week, plus on call assistance 7 days per week (between the hours of 7am and 10pm), for persons in adult custody in need of non-crisis stabilization. This provider will also be responsible for the review of psychiatric requests for juveniles, for medications that are not able to be provided by the medical doctor. The psychiatrist will need to see patients age 17 and up, due to Wisconsin law placing persons under the age of 18 in custody.

Currently, North Central Health Care provides a masters level, dual certified, Mental Health and AODA Counselor 40 hours per week. This position is able to provide onsite assessment for adult inmates, and to perform emergency detentions under Wisconsin Statute 51.15. The provider will be required to work in conjunction with medical providers, and the counsellor, in order to treat patients.

## **MANDATORY PROPOSAL REQUIREMENTS**

### **Proposal Requirements**

Minimum submission requirements include:

1. Table of contents.
2. Certification of Provider - firm name, address, telephone number, facsimile number, and primary contact person (see page 19). Please make this the first page of your proposal package.
3. Copy of current certificate of insurance.
4. Brief history of the firm.
5. Proposal for the cost of base services. Option A is not mandatory, but will be reviewed in the same manner.
6. Comprehensive transition implementation plan.
7. Certification that the submitted proposal will remain valid from the proposal submission date for a period of 120 days.
8. Resumes for all key personnel to be assigned and actually provide services under contract with Marathon County.
9. Job descriptions of all staffing positions providing services under contract with Marathon County. All project personnel assigned by the provider will be required to undergo a criminal history background check to be performed by the Marathon County Sheriff's Office and must be approved by the Sheriff.
10. A detailed list of all projects and clients for the last five (5) years. The client list must include both current and former contracts and include appropriate contact person names and title, agency (city, county, state, and federal), location with address and telephone number as well as facsimile number and e-mail address. Each contract must be identified as current or former. Locations must be included where services were provided even if no executed agreement was ever reached.
11. Minimum of three (3) references identified by the company with the information listed immediately above. Forms are included within this RFP for this specific purpose and must be submitted with the proposal. This information must be provided or the submission may be disqualified.
12. Full disclosure of all lawsuits and claims filed against the provider, or its predecessors, in the past 48 calendar months.
13. A list of the provider's standard coverage for insurance including liability and malpractice.
14. A list of specific provisions that need to be included in the contract or a copy of provider's standard contract if available.

### **Proposal Format**

Providers' submissions should be formatted in the sequence as listed in Section VIII.A. - Proposal Requirements. Any supporting documentation the provider feels should be included to support their response should be added after the required documentation.

### **Compliance with the Request for Proposal**

Proposals submitted must be in strict compliance with the terms of the Request for Proposal. Failure to comply with all provisions of the RFP may result in disqualification. Marathon County reserves the right to reject any and all submittals or to waive minor defects or irregularities in any submittal. By submitting a proposal, the provider agrees that Marathon County's decision concerning any submittal is final, binding, and conclusive upon it for all purposes, and acknowledges that Marathon County in its sole and unqualified discretion may waive or deviate from the procedures and/or timetable described in the RFP. All materials submitted become the property of Marathon County and may be available to the public.

### **Implied Requirements**

Products and services that are not specifically addressed in this RFP but which are necessary to provide functional capabilities proposed by the respondent must be included in the proposal.

### **AWARD CRITERION**

Award shall be made to the provider whose proposal is determined to be in the best interest of Marathon County, taking into consideration cost and other evaluation factors listed in the RFP.

Proposals submitted will be evaluated based on criteria including, but not limited to the following:

1. General quality and adequacy of response - 10%
  - a. Completeness and thoroughness
  - b. Understanding of the project
  - c. Responsiveness to terms and conditions
  - d. The listing of any exceptions or conditions detailed by the provider to the specifications as written
  
2. Experience & qualifications of firm and assigned staff - 25%
  - a. Experience of firm
  - b. Qualifications of personnel
  - c. Experience of personnel
  
3. Reasonableness of cost estimates - 45%
  - a. Annual cost
  - b. Unit cost for any other services as may be proposed by the provider
  - c. Evidence of efficient use of resources
  - d. Total cost of each service option
  
4. Services - 10%
  - a. Ability to commence December 01, 2015
  - b. Plan for transition
  - c. Detail and responsiveness of the Transition Implementation Plan
  
5. References / Client Lists - 10%

### **Proposals should be submitted to:**

Marathon County Jail Administrator Sandra La Du  
500 Forest Street  
Wausau, WI 54403

Proposals received after 4:00 p.m. CST on September 30<sup>th</sup>, 2020, will not be accepted.

### **AWARD PROCEDURES**

#### **Conditions of Award**

The County of Marathon, through its duly authorized agents reserves the right to reject any or all proposals, to waive all technicalities and to accept the proposal deemed most advantageous to Marathon County. All providers, by submission of their respective proposals, agree to abide by the rules, regulations, and procedures of Marathon County. An intent to award will not be made, and agreement will not be executed, until Marathon County, at its sole discretion, accepts a proposal.

#### **Disqualification**

Award will not be made to any person, firm, or company in default of a contract with Marathon County, or

to any provider having as its sales agent, representative or any member of the firm, any individual previously in default or guilty of misrepresentation.

**Notice of Acceptance**

Marathon County will notify the selected provider as soon as practical of the selection. Written notice of award to provider in the form of a letter, contract or otherwise, mailed or delivered to the address shown on the proposal will be considered sufficient notice of acceptance of proposal.

**Proposal Results**

Providers may secure information pertaining to results of the proposals by request in writing to Marathon County Jail Administrator, Monday through Friday, between 8:00 a.m. and 4:00 p.m.

## **EXHIBIT A**

### **MEDICAL EQUIPMENT AT THE ADULT JAIL FACILITY**

- One (1) exam table
- Two (2) stools
- Three (3) medical carts
- Seven (7) computers (3 laptops, 4 desktops)
- Printer and fax
- Two (2) Medtronic AED
- Two (2) Wheel Chair
- One (1) Shower Chair
- Multiple aids such as walkers or crutches
- Cabinetry and storage

### **MEDICAL EQUIPMENT AT THE JUVENILE DETENTION FACILITY**

- One (1) exam table
- Two (2) medical carts
- One (1) AED
- Two (2) medical “go” bags with supplies
- Crutches

### **PSYCHIATRY/TELEHEALTH CAPABILITIES**

- Two (2) tele-communication systems that allows for permanent time slot scheduling

**ATTACHMENT A  
RFP- INMATE MEDICAL CARE HEALTH SERVICES RATE PROPOSAL  
AND SIGNATURE PAGE**

**PROVIDER \_\_\_\_\_**

**(There will be no per diem credit/cost adjustments for ADP)**

Base Amount for Health Care Services per the specifications provided in this request for proposal:

2020 _____	Rate for Dr. _____ Nurse _____
2021 _____	Rate for Dr. _____ Nurse _____
2022 _____	Rate for Dr. _____ Nurse _____

Option A – Psychiatry (detailed description of services provided must be attached):

2020 _____
2021 _____
2022 _____

**We, the undersigned, propose to provide inmate healthcare services to the inmates of the Marathon County Jail at the pricing listed above:**

**Provider:** \_\_\_\_\_

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

**Telephone:** \_\_\_\_\_

**Signer:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ATTACHMENT B, PAGE 1**  
**RFP- INMATE MEDICAL CARE SERVICES PROVIDER REFERENCES**

1) Agency Name \_\_\_\_\_

Agency Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Contact Number \_\_\_\_\_

E-Mail \_\_\_\_\_ Fax Number \_\_\_\_\_

Number of Sites \_\_\_\_\_ Number of Inmates \_\_\_\_\_

Number of WI Sites \_\_\_\_\_

Facility Type        \_\_\_\_\_ Jail        \_\_\_\_\_ Prison        \_\_\_\_\_ Juvenile        \_\_\_\_\_ Other

Accreditation        \_\_\_\_\_ ACA        \_\_\_\_\_ NCCHC        \_\_\_\_\_ Other

Contract Term (original, extensions, renewals, rebids) \_\_\_\_\_

\_\_\_\_\_ Current Contract        \_\_\_\_\_ Prior Contract

Contract End Date        \_\_\_\_\_  
If terminated, specify by whom \_\_\_\_\_ agency \_\_\_\_\_ provider

Reason \_\_\_\_\_

\_\_\_\_\_ Lost in Rebid, if so specify award recipient \_\_\_\_\_

Reason \_\_\_\_\_

\_\_\_\_\_ Other, specify (i.e. returned to self-operated, transition to University)

Reason \_\_\_\_\_

**ATTACHMENT B, PAGE 2**  
**RFP - INMATE MEDICAL CARE SERVICES PROVIDER REFERENCES**

2) Agency Name \_\_\_\_\_

Agency Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Contact Number \_\_\_\_\_

E-Mail \_\_\_\_\_ Fax Number \_\_\_\_\_

Number of Sites \_\_\_\_\_ Number of Inmates \_\_\_\_\_

Number of WI Sites \_\_\_\_\_

Facility Type        \_\_\_\_\_ Jail        \_\_\_\_\_ Prison        \_\_\_\_\_ Juvenile \_\_\_\_\_ Other

Accreditation        \_\_\_\_\_ ACA        \_\_\_\_\_ NCCHC        \_\_\_\_\_ Other

Contract Term (original, extensions, renewals, rebids) \_\_\_\_\_

\_\_\_\_\_ Current Contract        \_\_\_\_\_ Prior Contract

Contract End Date        \_\_\_\_\_  
If terminated, specify by whom \_\_\_\_\_ agency \_\_\_\_\_ provider

Reason \_\_\_\_\_  
\_\_\_\_\_ Lost in Rebid, if so specify award recipient \_\_\_\_\_

Reason \_\_\_\_\_  
\_\_\_\_\_ Other, specify (i.e. returned to self-operated, transition to University)

Reason \_\_\_\_\_

**ATTACHMENT B, PAGE 3**  
**RFP - INMATE MEDICAL CARE SERVICES PROVIDER REFERENCES**

3) Agency Name \_\_\_\_\_

Agency Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Contact Number \_\_\_\_\_

E-Mail \_\_\_\_\_ Fax Number \_\_\_\_\_

Number of Sites \_\_\_\_\_ Number of Inmates \_\_\_\_\_

Number of WI Sites \_\_\_\_\_

Facility Type      \_\_\_\_\_ Jail      \_\_\_\_\_ Prison      \_\_\_\_\_ Juvenile      \_\_\_\_\_ Other

Accreditation      \_\_\_\_\_ ACA      \_\_\_\_\_ NCCHC      \_\_\_\_\_ Other

Contract Term (original, extensions, renewals, rebids) \_\_\_\_\_

\_\_\_\_\_ Current Contract      \_\_\_\_\_ Prior Contract

Contract End Date \_\_\_\_\_

If terminated, specify by whom \_\_\_\_\_ agency \_\_\_\_\_ provider

Reason \_\_\_\_\_

\_\_\_\_\_ Lost in Rebid, if so specify award recipient \_\_\_\_\_

Reason \_\_\_\_\_

\_\_\_\_\_ Other, specify (i.e. returned to self-operated, transition to University)

Reason \_\_\_\_\_



**ATTACHMENT C  
RFP- INMATE MEDICAL CARE SERVICES STATEMENT OF  
UNDERSTANDING OF PROPOSAL**

\_\_\_\_\_  
Provider name

\_\_\_\_\_  
Provider's address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip code

\_\_\_\_\_  
Contact person's name & position

\_\_\_\_\_  
Contact person's e-mail address

\_\_\_\_\_  
Provider's Phone number

\_\_\_\_\_  
Provider's Fax Number

We have read the County's Request for Proposals (RFP) Inmate Medical Care Services and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marathon County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other provider;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed; and
- (e) We acknowledge and accept all the terms and conditions included in the RFP

\_\_\_\_\_  
Signature of Provider or Provider's Representative

\_\_\_\_\_  
Date

**ATTACHMENT D**  
**RFP - INMATE MEDICAL CARE SERVICES**  
**ADDENDUM ACKNOWLEDGEMENT SHEET**  
*(If Addendums exist for this project, please sign, date, and submit with Proposal.)*

The undersigned acknowledges receipt of the following addenda:

Addendum #1 \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #4 \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #5 \_\_\_\_\_ Initials \_\_\_\_\_

The undersigned agrees with the following statement:

I have examined and carefully prepared the response to proposal from the plans and specifications and have checked the same in detail before submitting to Marathon County.

Name \_\_\_\_\_  
Signature

Date \_\_\_\_\_

All providers are responsible to check for addenda, posted on the county website at <http://co.marathon.wi.us>, for this project prior to the due date. No notification will be sent if addenda are posted unless there is an addendum within three (3) business days of RFP due date.

All providers receiving initial notification of project will be notified by Marathon County of all addenda issued within three (3) business days prior to due date. If a RFP has already been submitted, provider is required to acknowledge receipt of addendum via fax or e-mail prior to due date. A new RFP response must be submitted by provider if addendum affects costs.

Providers that do not have internet access are responsible to contact Marathon County at 715-261-1701 to ensure receipt of addenda issued. RFPs that do not acknowledge addendums may be rejected.

All RFPs submitted shall be sealed. Envelopes are to be clearly marked with required information. Sealed RFPs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the provider.

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