EXHIBIT B

RFP DOCUMENTS

See Attached

MILWAUKEE COUNTY

House of Correction & Office of the Sheriff

Request for Proposal Number 98180020

Correctional Medical Services

Issued: July 20, 2018

Response Due Date: September 7, 2018

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1 INFORMATION SUMMARY SHEET

Request for Proposal Title:	Correctional Medical Services
Request for Proposal Number:	98180020
RFP Issuing Office:	Milwaukee County House of Correction Milwaukee County Office of the Sheriff
RFP Issue Date:	July 20, 2018
Time Sensitive Material Request:	A Dun & Bradstreet **Past Performance Evaluation (PPE) and Supplier Qualifier Report** is required under this RFP. Reports can take up to 45 days to generate. Please see Section 21.2 immediately to ensure you are able to receive the report on time for submission by the deadline.
Proposer Deadline to RSVP for Site Tour:	August 3, 2018 *Maximum of three (3) representatives per Respondent are permitted to attend.*
Date of Optional Pre-Proposal Conference and Site Tour:	August 8, 2018 8:00 AM CST – 5:00 PM CST
Optional Pre-Proposal Conference Location:	633 W. Wisconsin Avenue, 9th Floor, Milwaukee WI 53227 *Note that travel will be required to the facility sites. Respondent representatives will be responsible for providing their own transport to each site as needed.*
Deadline for Receipt of Questions:	August 22, 2018 at 5:00 PM CST
RFP Proposal Receipt Deadline:	September 7, 2018 at 3:00 PM CST
Service Starting Date (Projected):	January 1, 2019
RFP Submission Location:	https://countymilwaukee.bonfirehub.com/opportunities/9285
RFP Administrator:	**Erin Schaffer** Department of Administrative Services *Procurement Division* 633 W. Wisconsin Avenue, Suite 901

	Phone: 414-278-4129 Email: Erin.Schaffer@milwaukeecountywi.gov *Respondents may not contact any employee, Contractor, or other representative of Milwaukee County regarding this RFP without express written permission from the RFP Administrator. Any such unauthorized contact can be grounds for disqualification from consideration under this RFP.*
Access to RFP and all related documents can be found on Milwaukee County's website; "Business Opportunity Portal" – http://county.milwaukee.gov/bop or https://countymilwaukee.bonfirehub.com/portal/?tab=openOpportunities	

2 GENERAL INFORMATION

2.1 INTRODUCTION & BACKGROUND

2.1.1 Request

Milwaukee County ("**County**") requests proposals to provide a comprehensive and cost-effective program of medical, dental, and mental health services to all inmates residing in the Milwaukee County Jail and House of Correction.

2.1.2 Introduction to Milwaukee County

Milwaukee County is governed by an elected County Executive and an 18-member elected County Board of Supervisors. Other County elected officials include a Register of Deeds, Treasurer, Comptroller, County Clerk, Clerk of Courts, District Attorney, and Sheriff, who, in conjunction with administration, provide a full range of associated governmental services, including but not limited to: law enforcement, inpatient mental health, transit services, highways, courts, corrections, official record keeping, parks and recreation, international airport operations, jail and juvenile detention, public assistance programs, and a world-famous zoo.

2.1.3 Milwaukee County Jail & House of Correction

The Milwaukee County House of Correction ("**HOC**") is an approximately 451,328 square foot facility located at 8885 S. 68th Street, Franklin, Wisconsin 53132. This facility houses approximately 1,100 male and female inmates, both pretrial and sentenced, in an open dormitory setting with a work-release population.

The Milwaukee County Jail ("**MCJ**") is a 460,081 square foot facility located at 949 N. 9th Street, Milwaukee, Wisconsin 53233. This facility houses intake and pretrial inmates, male and female, with a population capacity of 960 inmates.

There is a current Consent Decree (Christensen 2001, provided as Attachment J) that addresses the inmate population in the MCJ and oversees medical care and operations at both facilities. A court monitor is appointed to conduct audits and semi-annual inspections.

Proposals should be based on a combined estimated Average Daily Population ("**ADP**") of **2,300** for the 2019 calendar year. The MCJ is the primary intake facility.

Additional detail regarding the MCJ and HOC facilities is provided in Section 2.3.1, Program Description & Current Environment.

2.2 DEFINITIONS

The definitions in Table 2-1 apply to any specialized terms used in this document.

Table 2-1: Definitions/Acronyms

Term	Definition
Average Daily Population, or "ADP"	Milwaukee County follows the definition of ADP as put forth by the US Department of Justice, Bureau of Justice statistics: "sum of the numbers of inmates in jail each day for a year, divided by the number of days in the year (i.e., between July 1, 2017, and June 30, 2018)." For purposes of this RFP, ADP for the County facilities is indicated both as a separate ADP per facility and as a total ADP for both facilities.
Christensen Consent Decree ("Consent Decree")	Consent Decree means the 2001 Consent Decree entered in regards to Christensen v. Milwaukee County, 96-CV-001835. A copy of the Consent Decree is attached as Exhibit L.
Contract	Contract means any contract for medical services between the County and the winning Respondent (Contractor) based on award under this RFP.
Contractor	The Contractor is a winning Respondent who has been awarded a Contract under this RFP.
County	County means Milwaukee County, a municipal body corporate located in the State of Wisconsin, and all the Divisions and Departments thereof. For purposes of this RFP, Milwaukee County is represented by its Office of the Sheriff and House of Correction.
House of Correction ("HOC")	An approximately 451,328 square foot facility located at 8885 S. 68th Street, Franklin, Wisconsin 53132.
Milwaukee County Jail ("MCJ")	A 460,081 square foot facility located at 949 N. 9th Street, Milwaukee, Wisconsin 53233.
Proposal	The "Proposal" is any offering vendor's submitted Proposal materials, including all requested information listed in Section 19.3.1: Proposal Materials and the offering vendor's submitted answers to all questions in Section 5: Technical Proposal, Section 6: Resource Proposal, and Section 7: Cost Proposal. More information on submitting a Proposal can be found in Section 19: Preparing and Submitting a Proposal.

Respondent	A Respondent is any offering vendor who prepares or submits a Proposal.
Staffing Matrix	Staffing Matrix means the Staffing Matrix approved by the court-appointed monitor under the Christensen Consent Decree. The Staffing Matrix represents the mandatory minimum staffing requirement for services provided and is provided in Section 11.1.2: REQUIRED (Minimum) Health Care Coverage.

2.3 SCOPE OF WORK; OBLIGATIONS, STANDARDS, AND OBJECTIVES

2.3.1 Program Description & Current Environment

HOC and MCJ house the following male and female populations and units:

MCJ FACILITY	# BEDS/CELLS
Special Medical Unit	11
Segregation	48 cells; 48 beds
Mental Health Unit (acute)	19 cells
Mental Health Unit (GP)	48 beds for overflow
Clinic	1
ADP FOR 2017	934 (2016 - 938)

HOC FACILITY	# BEDS/CELLS
Work-Release Dormitories	240
General Pop Dormitories	1444
Segregation	82
Mental Health Unit	23
Clinic	1
ADP FOR 2017	1185 (2016 - 1328)

The estimated ADP for the 2019 year is 2,300 inmates across both facilities.

2.3.2 Specifications

All items and services provided by the winning Respondent must meet the specifications set forth in this RFP. Specifications are located in the following Sections:

- Section 3 – Obligations, Standards, and Objectives
- Section 4 – Inmate Care and Treatment: General
- Section 5 – Inmate Care and Treatment: Specific Requirements
- Section 6 – Inmate Care and Treatment: Comprehensive Mental Health Services
- Section 7 – Inmate Care and Treatment: Pharmacy Services
- Section 8 – Inmate Care and Treatment: Programs

- Section 9 – Inmate Care and Treatment: Exclusions
- Section 10 – Inmate Care and Treatment: Utilization Management
- Section 11 – Staffing Plan and Personnel Requirements
- Section 12 – Licensure, Credentialing, and Qualifications
- Section 13 – Continuous Quality Improvement
- Section 14 – Performance Measures
- Section 15 – Accreditation
- Section 16 – Physical Plant, Equipment, Supplies, Computers, and Telecommunications
- Section 17 – Health Records and Data

2.3.3 Minimum Qualifications & Responsibilities

Milwaukee County seeks a vendor to provide a comprehensive and cost-effective program of medical, dental, and mental health services to all inmates residing in the Milwaukee County Jail and House of Correction. **Respondents are responsible for all requirements and responsibilities outlined in the Scope of Work and specifications.**

Respondents must provide a Cost Proposal breakdown for all areas as listed in this RFP. Dental, Diagnostic, Health Information Management, and Mental Health Services must be included in the Cost Proposal for the health care services Contract. Milwaukee County welcomes cost-saving recommendations from Contractors as alternatives that reduce costs while maintaining quality health care standards.

Milwaukee County seeks an overall comprehensive price with an $800,000 cap for medical, hospitalization, and specialty care. After reaching $800,000, the County will share 50% of these costs with the Contractor for each fiscal year.

Pharmacy costs up to $750,000 will be paid directly to Clinical Solutions, LLC, by Milwaukee County. Pharmaceutical costs above this base will be shared 75% by Contractor and 25% by the County.

The County will contract with Clinical Solutions, LLC, and use the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) pricing. The County's requirement will be for the Contractor to demonstrate the ability to work with the chosen pharmacy (Clinical Solutions), enabling the County to utilize MMCAP wholesale acquisition costs. Proposals should outline a smooth transition for oversight and coordination of services, utilizing an electronic pharmacy program. Contractor should fully explain the ability to work with an independent third-party auditor who will provide monthly reporting on costs. Information regarding Pharmacy Services and breakdown of subcontracted responsibilities can be found in Section 7: Inmate Care and Treatment: Pharmacy Services.

The County seeks Respondents with demonstrable experience providing a comprehensive and cost-effective program of medical, dental, and mental health services in a correctional setting for an ADP of 2,300.

Respondents must provide a minimum of three references from existing clients for whom the Respondent has provided a substantially similar service.

If a subcontracted vendor is provided for any portion of the services provided, the Respondent agrees to be wholly responsible for the subcontracted vendor in performance of responsibilities under the Contract. Should the subcontractor fail to provide satisfactory service under the Contract, the Respondent will be responsible for replacing the subcontracted vendor as expediently as possible and at its own expense, and will provide alternative service as required. **Proposals including a subcontracted vendor contracting separately with the County will be considered non-responsive.**

Respondents must be willing to enter into a Contract with the County, and must comply with all terms and conditions required by state or local law, regulation, or ordinance. **Respondents unable to comply with the County's standard terms and conditions as stated in Section 18: Contract Administration and Attachment I: Insurance and Indemnity Acknowledgement Form will be considered non-responsive.**

2.4 RFP Administrator

The RFP Administrator for this RFP is:

Erin Schaffer
Department of Administrative Services
Procurement Division
633 W. Wisconsin Ave., Suite 901
Milwaukee, WI 53203

Phone: 414-278-4129
Email: Erin.Schaffer@milwaukeecountywi.gov

No one may contact any person at Milwaukee County, or working with Milwaukee County, regarding this RFP, except the RFP Administrator, without the RFP Administrator's written consent. Any such unauthorized contact can be grounds for disqualification from consideration under this RFP.

2.5 Pre-Proposal Conference & Site Tour

It is the Respondent's responsibility to read and understand all information in this Request for Proposals prior to submitting a Proposal to determine all requirements associated with the Statement of Work and any Contract. Failure to fully read and understand the requirements in this RFP will in no way relieve the successful Respondent from the necessity of providing, without additional costs to the County, all necessary services that may be required to carry out the intent of the resulting Contract.

An optional Pre-Proposal Conference and site tour will be held at the date, time, and location as provided on the Information Summary Sheet.

During the Pre-Proposal Conference and site tour, attendees may request clarification of any section of the RFP, and may ask any other relevant questions relating to the RFP.

Respondents are encouraged to submit written questions by posting questions on the RFP's Project Board on the Bonfire website for possible response at the Pre-Proposal Conference and site tour. Submission of questions prior to the Conference enables Milwaukee County to formulate its oral responses. No oral or written responses will be given prior to the optional Pre-Proposal Conference and site tour. The address of the Bonfire website is specified in the Information Summary Sheet.

Any responses provided to questions during the Pre-Proposal Conference and site tour will be considered drafts, and will be non-binding. Only the final answers to written questions submitted prior to the "Receipt of Questions" deadline and posted via the RFP's Project Board on the Bonfire website will be considered official and binding on Milwaukee County. The Receipt of Questions deadline and web address of the Bonfire website are provided on the Information Summary Sheet.

Remarks and explanations at the Conference and site tour shall not qualify the terms of the solicitation, and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.

2.6 QUESTIONS

Respondents may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, number, page, section, and paragraph, and shall be submitted via the RFP's Project Board on the Bonfire website. The address of the Bonfire website is specified in the Information Summary Sheet.

Questions submitted by any other method will not be considered. Questions submitted to any individual other than the RFP Administrator are considered "contact" as defined in Section 2.4: RFP Administrator, above, and may be grounds for disqualification from consideration under this RFP.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County will not respond to any questions received after the deadline. Responses to all questions and inquiries received by the County will be posted on the RFP's Project Board on the Bonfire website. It is the responsibility of Respondents to check this website for any and all information such as questions and answers, addenda, or related documents posted during the RFP process.

This RFP is issued by the Milwaukee County House of Correction and Office of the Sheriff. The RFP Administrator assigned to this RFP, along with contact information, is listed in Section 2.4: RFP Administrator. The RFP Administrator is the sole point of contact during this process, and no information provided by any other County official, employee, or representative will be considered binding.

Communication initiated by a Respondent to any County official, employee, or representative evaluating or considering the Proposals prior to the time of any award is prohibited, unless

made at the explicit direction of the RFP Administrator, and any such unauthorized communication may constitute grounds for rejection or elimination of a Proposal from further consideration, at the sole discretion of the County.

All Respondents should use this written document, its attachments, and any amendments as the sole basis for responding.

2.7 Respondent Notification Requirement and Amendment Acknowledgment

Should a Respondent discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email or the RFP's Project Board on the Bonfire website, prior to the submission of the Proposal. The failure of a Respondent to notify the RFP Administrator of any such matter prior to submission of its Proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission, or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the RFP's Project Board on the Bonfire website. It is the responsibility of Respondents to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by the Respondent's submission of **Attachment L: Sworn Statement of Proposer** form.

If the Respondent fails to monitor the RFP's Project Board on the Bonfire website for any changes or modifications to the RFP, such failure will not relieve the Respondent of its obligation to fulfill the requirements as posted.

2.8 Firm Commitment, Availability, Proposal Validity

Respondents shall maintain their availability of service and proposed price as set forth in their Proposals for an anticipated service starting date provided in the Information Summary Sheet. Respondents are expected to perform planning and implementation activities prior to commencement of any Contract. Milwaukee County will not reimburse for these costs.

2.9 Non-Interest of County Employees and Officials

County officials, employees, representatives, officers, and/or agents are bound by Chapter 9 of the Milwaukee County Code of General Ordinances, Code of Ethics.

> *No County official, employee, or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the Proposal or Contract, nor shall they exercise any undue influence in the awarding of the Contract.*
>
> *No County employee, officer, or agent shall participate in the selection, award, or administration of a Contract if a conflict of interest, real or apparent, would be involved.*

2.10 Code of Ethics

Respondents shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(l) :

> *"No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a Contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that Contract or proposal during its consideration. Contract or proposal consideration shall begin when a Contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the Contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(l) shall be included in all Requests for Proposals and bid documents."*

2.11 Errors, Omissions, Minor Irregularities, and Retained Rights

All information in this RFP, including information in any addenda, has been developed from the best available sources. Milwaukee County makes no representation, warranty, or guarantee as to the accuracy of such information. Should Respondent discover any significant ambiguity, error, omission, or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of the Proposal. The failure of a Respondent to notify the RFP Administrator of any such matter prior to submission of its Proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission, or other deficiency in the RFP document.

Milwaukee County reserves the right to:

- Waive minor irregularities in Proposals. Minor irregularities are defined as irregularities that have no adverse effect on the outcome of the selection process, and which do not give any Respondent an advantage or benefit not afforded to other Respondents;
- Waive any requirements that are not material;
- Make an award under the RFP in whole or in part, and change any scheduled dates;
- Use ideas presented in reply to this RFP, notwithstanding selection or rejection of Proposals; and
- Make changes to and/or withdraw this RFP at any time.

2.12 Multiple Proposals

Multiple Proposals from a Respondent will not be permitted.

Alternative Proposals, defined as Proposals which do not meet the requirements of the scope of work, but which offer alternatives for consideration, or which contain substantive variations to the basic provisions, specifications, term, or conditions of the solicitation will be determined to be both non-responsive and non-responsible.

2.13 Proposal Acceptance, Rejection, Cancellation, and Withdrawal

Each Proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. The County reserves the right to make an award on the basis of the original Proposal, without negotiation, to any Respondent.

Milwaukee County reserves the right to negotiate with the Respondent(s) within the scope of the RFP in order to serve the best interests of the County. The County may request and require clarification at any time during the procurement process, and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposal, and/or to determine a Respondent's compliance with the requirements of the solicitation. The County may use information obtained through site visits, management interviews, the County's investigation of a Respondent's qualifications, experience, ability, or financial standing, and any material or information submitted by the Respondent in response to the County's request as clarifying information in the course of evaluation and/or selection under this RFP.

Following written acceptance by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state, and local government approvals, the parties shall promptly execute the final Contract documents. The written Contract shall bind the Respondent to furnish and deliver all services as specified herein in accordance with conditions of said accepted Proposal and this RFP as negotiated.

Milwaukee County reserves the right to accept or reject any and all Proposals submitted, or to cancel this RFP in whole or in part, if such cancellation is in the best interest of Milwaukee County. Prior to the Proposal Receipt Deadline, Proposals may be modified or withdrawn by the Respondent's authorized representative. After the Proposal Receipt Deadline, Proposals may not be modified or withdrawn without the consent of Milwaukee County. The Proposal Receipt Deadline is provided in the Information Summary Sheet.

2.14 Contract Terms & Funding

Milwaukee County contemplates award of a Contract resulting from this RFP which reflects payment of a fee for services on an annual basis. Any Contract shall be between the County of Milwaukee, known as the "County," and the successful Respondent, known as the "Contractor." Any final contract structure resulting from this RFP may be subject to negotiation and the required statutory approvals by Milwaukee County.

Responses to this RFP should be based upon a Contract with an initial term of five (5) years with one (1) optional five (5) year renewal.

Continuance of the Contract beyond the limit of funds available shall be contingent upon appropriations of the necessary funds, and the termination of this Contract due to lack of appropriation of funds shall be without any penalty.

All Respondents are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the RFP process. All Respondents are notified that the Contract is contingent upon compliance with Federal, State, and local laws, ordinances, rules, and regulations.

Additional Contract Terms are listed in Section 18: Contract Administration.

2.15 Contract Termination

If the Contractor fails to fulfill its obligations under the Contract resulting from this RFP in a timely or proper manner, or violates any of its provisions, the County shall have the right to terminate the Contract by providing the Contractor thirty (30) days' written notice of termination, specifying the alleged violations and the effective date of the termination. Milwaukee County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the alleged defect(s) under the Contract. In such cases, the County shall include time period in which cure is permitted and other appropriate conditions of the required cure in the notice of termination provided to Contractor.

Milwaukee County further reserves the right to terminate the Contract for convenience at any time or for any reason, without prejudice to any other right or remedy, if such termination is in the Government's interests. Upon termination for convenience by the County, the County shall provide the Contractor written notice of intent to terminate thirty (30) days prior to the effective date of termination. Upon receipt of written notice from the County of termination for convenience, the Contractor shall cease all operations as directed by the County and take any actions necessary, or that the County may direct, for the protection and preservation of any ongoing work or County business operations. If the Contract is terminated for the County's convenience, the County shall only be liable under the payment provisions of the Contract for services rendered prior to the effective date of Contract termination.

In the event the Contractor terminates the Contract for any reason, the Contractor must deliver to the County written notice of intent to terminate not less than one hundred and eighty (180) days prior to the effective date of termination, and shall assist and provide for an orderly transition of services at the County's request.

Additional information regarding Contract Termination is provided in Section 18: Contract Administration.

2.16 Payment Requirements

Continuance of the Contract beyond the limit of funds available shall be contingent upon appropriations of the necessary funds, and the termination of this Contract due to lack of appropriation of funds shall be without penalty.

Milwaukee County reserves the right to make payments through a Purchasing Card.

2.17 EEOC Compliance

All Respondents shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (**Attachment G**).

2.18 Insurance and Indemnity Requirements

All Respondents must agree to the terms set forth on the Insurance and Indemnity Acknowledgment Form (**Attachment I**). This form outlines required insurance requirements for Contractor related to this acquisition and Respondent's ability and commitment to provide proof of insurance and indemnity as requested.

2.19 Employees

The Contractor shall utilize permanent employees to provide services whenever possible. The Contractor shall utilize only workers that are skilled in the tasks to which they are assigned and can provide the highest quality of performance consistently on a regular basis. A contractual commitment of dependable, steady service is required.

2.20 Permits and Licenses

Respondent and associated employees performing services under this RFP, at the time of Proposal submission and during the term of any awarded Contract, must possess and maintain the required licenses and permits required to provide services.

Any reprimand, disciplinary action, or investigation taken against Contractor or its employees by any agency issuing permits and licenses required to provide the services must be reported to Milwaukee County within 48 hours of notification by the issuing agency.

2.21 Applicable Statutes, Regulations, Policies, Standards, Guidelines, and Decrees; Compliance with Laws

The successful Respondent shall be required, and hereby agrees, to comply with all applicable Federal, State, and Local laws and regulations during the term of any agreement, including, but not limited to, the regulations listed in this RFP.

The Contractor shall provide all services in compliance with, and enter into and maintain a Contract with Milwaukee County that complies with, all applicable Federal, State, local, and constitutional standards, statutes, and regulations, including, but not limited to, health, accessibility, environmental, and safety laws, regulations, standards, and ordinances, as well as the current and subsequent versions or editions of the following:

- The National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails, 2018.

- The regulations of the State of Wisconsin Department of Public Health for infectious diseases and preventive care.

- The regulations of Wisconsin Board of Nursing, State of Wisconsin Medical Examining Board, Dentistry Examining Board, Pharmacy Examining Board, and other applicable Wisconsin licensing boards and agencies.

- The regulations and policies of the Milwaukee County Jail and House of Correction.

- The Prison Rape Elimination Act (PREA) of 2003, Public Law 108-79; United States Department of Justice Prison Rape Elimination Act Prison and Jail Standards, 28 CFR 115 (May 17, 2012) and all County policies and procedures related to such.

The Contractor shall procure and keep in effect all necessary licenses, permits, and certifications as are required by law. The Contractor shall comply with all applicable Federal, State, and local laws, regulations, and policies pertaining to wages and hours of employment.

The Contractor shall comply with all Federal, State, and local laws, regulations, and policies governing the provision of the services, and shall procure and keep in effect all necessary licenses, permits, and certifications as are required by law. The Contractor shall comply with all applicable Federal, State, and local laws, regulations, and policies pertaining to wages and hours of employment.

2.22 Security and Background Checks

Background checks are mandatory for any employee of the Contractor who will require administrative access to the County's Information System (for example, accessing servers, systems, or information architecture not available to County end-users). Background checks must be performed at Contractor's cost. Background check minimum requirement must involve a security check and process that is approved by and deemed satisfactory to Milwaukee County to ensure, at a minimum, that no staff has felony or fraud convictions. Additional requirements may exist for employees who require access to systems containing PCI, PHI, or CJIS data and for access to secure facilities (HOC and MCJ). Additional requirements will be communicated to the Contractor by facility administration and/or outlined in the Contract.

Security background checks shall be conducted for all employees prior to starting work.

2.23 RESPONSIBLE CONTRACTOR POLICY

The County of Milwaukee recognizes that proper maintenance and superior service requires that the Contractor hires well-trained and dedicated staff to provide the services under this RFP. The Contractor must ensure availability of a qualified staff, avoid labor disruption and costly employee turnover, treat workers fairly, and abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment through the responsible management and treatment of employees, adherence to federal, state, and local laws, and appropriate workplace safety procedures. Therefore, the County of Milwaukee maintains the following requirement:

> *Contractor shall abide by all applicable local, state and federal laws. Contractor shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractor shall ensure its employees' working conditions conform to the standards set by the Federal OSHA. Contractor shall, on request, provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join, or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All Respondents shall provide working conditions for services of a similar character in a similar locality in which the services are performed.*

A responsible Contractor is a person or firm which has the capacity, in all respects, to fully perform the Contract requirements, and which has the integrity and reliability which will assume good faith performance of those requirements.

2.24 REASSIGNMENT, DISCIPLINE, OR DISCHARGE OF CONTRACTOR EMPLOYEES

Milwaukee County retains the right to require the reassignment of an employee or employees of the Contractor, as the County may deem necessary. Reasons for this request may include, but are not limited to: incompetence, carelessness, and/or disruptive or otherwise objectionable behavior. The request for reassignment is in no way a call for dismissal of the employee from Contractor's service, but represents a request for the individual to be removed from providing services under the County's Contract.

Any employee of the Contractor whose employment or performance is objectionable to the County shall be immediately removed from the Contract. A request by the County to remove an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor in regard to employee discipline shall be at the sole discretion of the Contractor. The County shall be held harmless in any disputes the Contractor may have with the Contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

2.25 AUTHORIZATION TO SUBCONTRACT

The Contractor is permitted to utilize subcontractors to provide services under this RFP. If subcontractors are used, the Contractor will be responsible for Contract performance as "prime Contractor." If subcontractors are used, they must abide by all terms and conditions of the Contract and any requirements of this RFP. If subcontractors will be used, the Respondent must clearly explain their participation in the Proposal response documents.

3 OBLIGATIONS, STANDARDS, AND OBJECTIVES

3.1 GENERAL OBLIGATIONS OF THE CONTRACTOR

The objective of the County is to deliver comprehensive health care services in a manner consistent with standards of medical necessity. Services should comply with the National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails. Delivery of health care is intended to address all health care needs of inmates and improve health care outcomes in preparation for success upon release from custody.

Services shall be evidence based and incorporate best practices. Services shall be provided in a manner that promotes maintenance of safety in the facility and in the community.

The Contractor shall maintain an open and collaborative relationship with County administrative personnel at each facility.

The Contractor shall offer a comprehensive orientation program for new hires and provide ongoing staff education and training for correctional staff, including inmate health education.

The Contractor shall maintain complete and accurate records of care in accordance with applicable standards. Contractor shall collect and analyze health care statistics on a regular basis for provision to the Superintendent, the Milwaukee County Sheriff, and/or their designees, in accordance with reporting requirements set forth in this RFP and any resulting Contract.

The Contractor shall coordinate services and operations as stated in this RFP.

The Contractor shall provide all services required by this RFP and any resulting Contract with no exclusions and at no additional cost to Milwaukee County.

The Contractor shall abide by all requirements stated in the Consent Decree (Attachment J) and work cooperatively with the court-appointed monitor at all times while the Consent Decree is in force.

3.2 COORDINATION OF SERVICES

The Contractor shall provide oversight and coordinate all services between facilities to ensure that inmates receive continuity of health care regardless of classification or housing location. The Contractor's obligations shall include, but not be limited to, the following:

- The Contractor shall supply a copy of the company's organizational chart identifying clinical oversight.
- The Contractor shall develop a schedule of routine communication and meetings between health care and facility administration. Meetings should occur at least weekly and should include key staff. The responsible physician should be accessible and take part in these weekly meetings. Health care leads should also establish internal monthly meetings with their staff.
- The Contractor shall work cooperatively with the court-appointed monitor under the Christensen Consent Decree and provide required documents as requested.
- The Contractor shall work with the Milwaukee County custody and transportation team to coordinate the transportation of inmates. Arrangement of scheduled trips and transport to off-site locations should include consideration of escort costs, while maintaining priority and promptness of services.
- The Contractor shall coordinate with other Milwaukee County vendors to facilitate the provision of services with the treatment provided by other Contractors, including alcohol and substance disorder treatment services.
- The Contractor shall actively participate with the Jail Administrator, Sheriff, Superintendent(s), or his/her designees in responding to surveys and inquiries.

3.3 TRANSITION PLAN

The Contractor must develop a transition plan from the current service delivery system. The transition plan will comprehensively address an orderly and efficient start-up, including timetables.

A detailed plan must be submitted with each proposal that addresses, at a minimum:

- Recruitment/retention of current and new staff;
- Subcontractors and specialists;
- Hospital services;
- Pharmaceutical, laboratory, radiology, dental services and supplies;
- Identification and plan for assuming existing medical care cases;
- Equipment and inventory;
- Medical record management;
- Orientation of new staff;
- Coordination of transition;
- Collection and maintenance of specified reports and documentation from

previous year required for accreditation;
- Prior credentialing, training data, and peer reviews of all retained staff.

4 INMATE CARE AND TREATMENT: GENERAL

4.1 PRIORITIES OF CARE

The Contractor shall be solely responsible for all clinical decisions with respect to the type, timing, and level of services needed by inmates covered by the program. This includes, without limitation, the determination of an inmate's clinical needs, inpatient hospitalization, and/or referral to an outside specialist or other specialized care determined to be clinically necessary. Except as otherwise provided in this RFP, the Contractor shall be the sole supplier and/or coordinator of all medical, mental health, and dental services constituting the program under this RFP and any Contract, and, as such, shall have the sole authority and responsibility for the implementation, modification, and continuation of health care for inmates. Each Respondent must describe how they intend to provide unimpeded access to care.

The Contractor shall schedule services according to highest priority of clinical need. The Contractor shall give the highest priority to services of an emergent or urgent nature. The Contractor shall review and revise schedules daily to ensure timely access to care for emergent and urgent clinical needs.

4.2 CONSENT TO TREAT

The Contractor's health record manual shall address the applicability and necessity of informed consent, inclusive of contacts with outpatient prescribing pharmacies and treatment providers as necessary, and the right to refuse care generally. The health records supervisor shall oversee the process regarding the documentation required, forms utilized, and criteria applied for informed consent. All examinations, treatments, and procedures are governed by informed consent practices applicable in federal and state jurisdictions, and by community standards. Inmates have the right to make informed decisions regarding health care. Exceptions to consent are life-threatening conditions that require immediate medical intervention and emergency care of patients who do not have the capacity to understand the information given.

4.3 REFUSAL DOCUMENTATION

The inmate's right to refuse treatment shall be clearly delineated and defined according to Wisconsin statute and professional standards by the Contractor. The policy and procedure shall address the various scenarios of refusal and potential exceptions. The Contractor shall require witness signature and documentation of counseling if the inmate declines care or necessary treatment. No blanket refusals or refusal of care upon admission shall be acceptable. Inmates who fail to present for an appointment shall not be assumed to be refusing care. The cause of

any refusal must be determined and documented, and records retained for the appropriate period of time as determined by professional standards and by law.

4.4 Routine Preventive Care

The Contractor shall follow the guidelines and standards of the Wisconsin Department of Public Health, NCCHC, and the Centers for Disease Control and Prevention (CDC) for the provision of preventive care. Inmates who have a length of stay of one year or more in either facility shall receive periodic health assessments, mental health screenings, and dental examinations in accordance with described policies and standards. Routine health assessments, physical and mental health screenings, and dental examinations should be scheduled with appropriate follow-up care.

4.5 Sick Call and Daily Non-Emergent Health Care Requests

The Contractor shall provide nursing sick call and clinician sick call services at a frequency that meets inmate health care needs, at a minimum of no less than 5 days per week. The Contractor shall establish and maintain a timekeeping and documented tracking system for reviewing, prioritizing, and processing inmates' sick call requests. All inmates must have an opportunity to request medical, mental health, and dental services daily, including inmates housed in segregation and closed custody units. All medical, mental health, and dental sick call requests shall be reviewed and prioritized by a qualified health care professional, trained nurse, or provider as soon as possible, within a minimum of 24 hours from the time of submission. There must be a face-to-face visit with the inmate within 24 hours of review of the sick call request if it requires or may require a prompt response to a clinical need. Inmates referred to the psychiatrist must be seen within 10 working days of the referral. Immediacy of need will be determined by the triaging clinician. The Contractor should describe a schedule and timeline(s) for response to medical and non-emergent mental health requests. Dental appointments shall be made in accordance with a priority system that has been approved by the dentist. Request forms or documentation shall be placed in the health record immediately. Nursing sick call and clinician sick call services shall be available to inmates at both facilities and in all housing units, including those in general population, restricted housing, and special needs units.

4.6 Emergency Medical Services

Emergency services are a critical element of a comprehensive jail health program. The Contractor shall provide emergency medical, mental health, and dental services 24 hours a day, 7 days a week via on-site nursing and on-call provider and other health care staff.

4.6.1 Emergency Access

Routine training for security and health staff shall include the process for inmate access to emergency treatment during all hours of the day or night. Inmates shall be informed of the process for routine and emergency access to care upon arrival into the facilities.

Emergency care may be delivered in the housing unit(s) or other location(s) within the facilities, or inmates maybe brought to the health services area, depending upon the need. The appropriate wheelchair or gurney should be used to transport the inmate to the clinic, if the inmate cannot walk to the health services area.

Custody staff should work in tandem with health care staff and provide first aid/CPR when indicated, until such time that health care professionals arrive on the scene. Emergency transportation shall follow Section 4.6.2, below, and shall be provided either by the custody transportation team or by ambulance (including airborne) or chair car, dependent upon medical need.

The Contractor is responsible for the cost and maintenance of emergency equipment and mass disaster supplies. The County will equip, and provide maintenance of, an adequate number of automated external defibrillators (AED) at HOC and MCJ.

The Contractor shall also establish an agreement with one or more local hospital emergency departments for emergency care for the inmate population.

4.6.2 Emergency Transportation

The Contractor shall enter into a written agreement with local emergency services for the provision of ambulance service for all levels of care and different types of transportation, i.e., ambulance ACLS, care car, wheelchair van.

The Contractor shall provide, and bear all expenses associated with, emergency and medically necessary transport by ambulance, including airborne (aircraft and helicopter). Such transport shall include transport to off-site facilities and transport between off-site facilities. The Contractor will review all transportation costs for potential insurance payment.

The Contractor shall utilize the custody transportation team when ambulance and chair car transport is not medically necessary. Custody will, at its cost and expense, provide in a timely manner all regular transport services for the transport of inmates to clinics and hospitals. The Contractor shall coordinate and manage inter-hospital transport with the hospitals. Custody will provide adequate security for all emergency transports.

4.6.2.1 Ambulance Transport

All inmates experiencing urgent and life-threatening emergencies shall be transported to the nearest hospital by EMS. Activation of the local EMS service is to be requested either through health care staff or the facility staff in accordance with policy.

The Contractor should describe how they will work with the County to minimize the number of off-site transports and coordinate the scheduling of medically necessary off-site health care transports. The goal of the County is to have health care services delivered on-site to the extent feasible, including physician specialty and subspecialty clinics.

4.6.2.2 Routine Transport

The Contractor shall coordinate and cooperate with County staff when scheduling all required non-urgent health care transports. The Contractor shall

utilize the County transportation team when ambulance and chair car transport is not medically necessary. The County will, at its cost and expense, provide in a timely manner all regular transport services for the transport of inmates to clinics, hospitals, physician offices, or other locations, including, without limitation, other facilities in connection with the program.

4.7 DISASTER PLAN

Planning for emergency health care ensures that all staff are prepared to effectively respond during emergencies of all types (e.g., man-down, fire, mass disruption, and multiple casualties). The Contractor will describe its specialized response training and activities and provide its disaster plan and procedure for County facilities. The health aspect of the documented plan should be approved by the Contractor and the County facility administrator. Mass disaster drills shall be practiced no less than once a year at each facility and on each shift, to cover all shifts over a three-year period. Drills shall be coordinated with custody, health care, and simulated community emergency responders.

4.8 CHRONIC DISEASE MANAGEMENT AND SPECIAL NEEDS

4.8.1 General Requirement

The Contractor shall include a plan for patients with special needs who require close medical supervision and/or multidisciplinary care. The Contractor's chronic disease management program for inmates should emphasize identification, early intervention, treatments based on clinical evidence, education, and ongoing multidisciplinary case management. Its goals should support reduction of frequency and severity of symptoms, prevention of disease progression and complication, and improved function.

4.8.2 Chronic Care/Special Needs Care

In accordance with NCCHC standards and specified national clinical guidelines, the Contractor shall evaluate all inmates with chronic illnesses and serious mental illnesses and refer inmates to specialists as clinically indicated. An individualized health care treatment plan shall be developed for each patient.

4.8.3 Treatment Planning

The treatment plan shall include the following at a minimum:

- A written initial evaluation including individualized short- and long-term treatment goals;
- Frequency of follow-up for health evaluation and adjustment of treatment modality based on clinical status and degree of control;
- The type and frequency of diagnostic testing and therapeutic regimens.

4.8.4 Chronic Illness Data

The Contractor shall provide monthly chronic illness data from both the MCJ and HOC facilities in an approved format, including illness category, testing volume, and aggregate

positive/negative results. The Contractor shall maintain an up-to-date, confidential list of all known chronically ill inmates.

4.8.4.1 Health Care Proxies

As deemed necessary, appropriate Contractor personnel shall assist inmates with understanding, counseling, and implementation of health care proxies and advanced directives when medically appropriate. Written policy and defined procedure will protect patient rights, including a plan for terminally ill patients and palliative care.

4.8.4.2 Infectious Disease Services, HIV/AIDs, Services

Infectious disease management services must meet professional standards consistent with the NCCHC, County, and state public health requirements. Policies should also include recommendations from the Centers for Disease Control and Prevention (CDC) as they relate to infectious disease diagnosis and treatment. Oversight should include medical care to those with HIV/AIDS, hepatitis C (HVC), and other infectious diseases, as well as monitoring and case management of inmates. Proper notification and appropriate documentation of services and recordkeeping is required.

The Contractor shall provide a comprehensive and effective institutional infection control program as a critical element of the services required, and shall provide clear and comprehensible education and training on the program to Contractor staff, County staff, and inmate workers. Partnership with County and state public health departments is encouraged to support efforts related to ectoparasite control and containment of infectious diseases. The program must include surveillance, prevention, and control of communicable disease, as well as employee training and education. The Contractor shall indicate its capability to ensure safe collection and storage of medical hazardous wastes and a plan for disposal that complies with Federal and State regulations and guidelines. The infection control program shall include, but not be limited to:

- Standard precautions
- Hand hygiene
- Immunizations and vaccines
- Personnel protective equipment
- Disinfection of equipment and surfaces
- Instrument reprocessing, sterilization, biological monitoring procedures
- Airborne precautions and mask fit testing
- Monitoring of negative pressure respiratory isolation rooms
- Contact precautions
- Ectoparasite control
- Infectious and communicable disease surveillance and containment
- A written exposure control plan that is reviewed, revised, and approved by the medical director annually
- Proper accountability, disposal, and security of sharps

- Training of all staff and inmates in appropriate methods for handling and disposing of biohazardous materials and spills

An individual staff member shall be designated by the Contactor as responsible for the monitoring of infectious diseases and the reporting to the state and County health departments as required. The infection control nurse will also be a member of the Continuous Quality Improvement (CQI) committee. This committee should have representation from the facility's administration, physician or designee, mental health, nursing, dental services, and other appropriate personnel involved in sanitation or disease control.

4.8.4.3 Testing and Treatment

The Contractor shall select early detection and treatment services to be initiated for sexually transmitted infections (STIs; e.g., chlamydia, gonorrhea, HIV, syphilis). The responsible physician should determine frequency and type of testing based on prevalence data. The Contractor shall adhere to all local, state, and federal laws and regulations.

The Contractor shall address infection control in all aspects of the program, including fixed and portable equipment, sterilizing instruments according to manufacturer instructions, and monitoring the sterilization capabilities of the autoclave used through utilization of spore count testing.

The Contractor shall provide autoclave-suitable dental handpieces and make other reusable medical instruments readily available and in sufficient quantity to ensure completion of a day's schedule without interruption of services to sterilize equipment.

4.8.4.4 Inmate Immunizations

The need for immunizations will be determined by the provider; orders shall be carried out in conjunction with the health assessment. Clinical priority should be given to patients who are chronically ill, immunocompromised, frail, elderly, etc. Pneumonia immunization vaccination is advised according to physician order and protocol.

4.9 DAILY WELLNESS CHECKS FOR AT-RISK POPULATIONS

Milwaukee County presently provides daily wellness checks to at-risk or vulnerable patient populations (high acuity patients) in the MCJ. Wellness checks are currently performed by three (3) Wellness Coordinators. These Coordinators are Sheriff's Captains who report directly to the Assistant Jail Commander. Coordinators are security staff. They do not replace or substitute for the Contractor in its separate responsibilities to provide comprehensive medical, dental, and mental health care. The Coordinator role includes:

- Daily verbal communication and checks on all inmates in the Mental Health Unit (MHU), Special Medical Unit (SMU), Segregation Housing (4D), and the step-down mental health unit (4C);
- Daily verbal communication and checks on all detox patients/inmates;
- Daily checks on all level 1 patients/inmates;
- Weekly verbal communication with all inmates in facility;

- Liaising with medical and mental health team to address all complaints and issues;
- Liaising with security supervision to address and issues and or complaints related to inmate safety and security;
- Responding to inmates' complaints related to health and safety;
- Daily reports to medical, mental health, and security staff providing updates on inmates with serious medical and mental health issues;
- Assisting staff in planning and implementing procedures for improved care.

The Contractor shall transition and assume all Wellness Coordinator duties and responsibilities from Sheriff's Captains to Contractor's medical personnel within 12-18 months of execution of the resulting Contract. It is the expectation of the County that transition will be a cooperative process between the Sheriff's Office and the Contractor's staff.

The Contractor should provide a detailed project plan for the transition of duties from the Wellness Coordinators to its medical personnel.

Upon completion of the transition, the Contractor shall ensure that at-risk or vulnerable patient populations (high acuity patients) located in the following housing units at the MCJ will receive daily wellness checks which, at a minimum, provide the same services presently provided by Sheriff's Wellness Coordinators. The housing units to be served are:

- Pod 4D (segregation) – 48 cells/beds (Currently 28 in unit)
- Mental Health Unit (MHU) – 19 cells/beds (Currently 18 in unit)
- Pod 4C (Step-down mental health unit – 48 cells/beds (Currently 41 in unit)
- Special Medical Unit (SMU) – 11 Cells/beds (Currently 11 in unit)
- All CIWAs (Detox) – Currently 68 in facility
- All Level 1 patients – Currently 10 in facility

Daily wellness checks are to include face-to-face communication, followed by a daily report to security and medical/mental health staff. These reports will include information on status updates, areas of concern, and status on most serious cases (e.g., refusing to eat, not drinking water, refusing medications or medical procedures, insertion and/or ingestion of foreign substances or objects, etc).

4.10 INMATE HEALTH EDUCATION

The Contractor shall provide an inmate health education program that addresses, not exclusively, HIV education, smoking, alcohol and substance use disorders, sexually transmitted diseases, chronic illnesses, therapeutic diets, oral hygiene, and preventive oral education for all inmates. The Contractor should also address other preventive health measures geared to the special needs of the inmate population. The Contractor shall provide orientation services for inmates following the initial intake or transfer to a facility with site-specific instructions and a written copy to the inmate on how to access health care services. Schedules shall be coordinated with each facility Superintendent and Jail Administrator.

4.11 Case Conferences

A case conference is a multidisciplinary process initiated by the Mental Health Director, Medical Director, or County facility administration to review the status of any inmate who presents complex medical, mental health, or behavioral problems. A case conference may be initiated as the result of circumstances including, but not limited to, changes in diagnosis and medications, a sentinel event, diagnosis of terminal illness, significant change in health status, classification, repetitive inpatient admissions, ongoing disruptive behavior, self-injurious behavior, or events resulting in off-site emergency care.

A case conference may be requested by either County facility administrative staff or Contractor staff. It may involve participation by County staff and Contractor personnel and may also include a representative(s) from external agency stakeholders.

4.12 Education for Custody Staff and Personnel

The Contractor shall coordinate and provide ongoing training to its personnel and County staff on health and mental health care issues. The Contractor shall participate with Milwaukee County in the provision of required training for custody staff at least annually. An outline of the training, including course content and length, must be kept on file along with the person's name, course attended, and number of training hours.

Milwaukee County is responsible for defining the number of hours of training and the frequency The Contractor shall provide certain elements of the health-related training not already provided through the Training Academy. Health-related training for custody staff shall minimally include:

- Recognizing the need for emergency care and life-threatening situations;
- CPR/AED/first aid;
- Procedures for suicide prevention;
- Infectious and communicable disease (HIV, Hepatitis B and C, Tuberculosis);
- Acute manifestations of chronic illnesses (e.g., asthma, seizures, diabetes);
- Adverse reactions to medications;
- Dental emergencies;
- Biohazardous waste;
- Identification and treatment of mental illness;
- Progressive cognitive diseases;
- Substance abuse;
- Intoxication and withdrawal;
- Management and treatment of special populations;
- Effects of long-term segregation;
- Precautions and procedures with respect to infectious and communicable diseases;

- Procedures for appropriate referral of inmates with medical, dental, and mental health complaints to health staff;
- Maintaining patient confidentiality.

4.13 Co-Payment Program

The Contractor shall document inmate-initiated requests for medical, dental, pharmaceutical, and other services as called for under the co-payment program implemented by Milwaukee County. Required information will be provided to the County in accordance with its internal process and co-pay policy. The Contractor shall always remain responsible for all medical, mental health, and dental care provided to such inmates regardless of ability to pay.

4.14 Emerging Therapies

The Contractor shall report and inform the County on the cost of expensive current and emerging therapies during the term of this Contract. The County and the Contractor shall confer on new therapies and consider a contract amendment to address the additional costs associated with current and emerging therapies that are consistent with community and correctional standards of care.

5 INMATE CARE AND TREATMENT: SPECIFIC REQUIREMENTS

5.1 Off-site Provider Network

The Contractor shall establish and utilize a network of off-site providers and hospitals to deliver the appropriate level of services in the most cost-effective manner.

5.2 Hospital In-Patient Services

The Contractor shall secure an agreement or contract for hospital services to assure that inmates requiring inpatient care are provided with all necessary hospital and outpatient services. No existing Milwaukee hospitals have established a “secure ward.” Given the importance of security issues, the County requires the Contractor to limit inpatient care transfers to three hospitals, or to select a single hospital with an agreement for services. Utilizing multiple facilities should be kept to a minimum; consideration should be given to the impact of custody staff required off-site. The Contractor shall provide each superintendent or designee with a weekly

health status report of all hospitalized inmates from that facility. Currently, the primary hospitals used for patient care are Froedtert Hospital, Wheaton Franciscan, and St. Luke's Hospital.

5.3 SUBCONTRACT PROCESS AND PAYMENT

Contractor shall be responsible for the arrangement of and timely payment of all hospital care and related health care expenses. Each Respondent shall contact area hospitals in advance of the response due date for purpose of introduction and familiarity and shall obtain from each hospital a letter of intent to negotiate that indicates a mutual willingness to negotiate with the Respondent in the event of a Contract award. Upon contract award and prior to the commencement date, the selected Contractor shall negotiate with its chosen hospital(s) for payment amounts by type of service provided, advance payment mechanisms, and utilization controls that ensure inmate care provided by the chosen hospital(s) is sufficiently funded to provide cost-effective, medically necessary care. The Contractor shall provide a copy of the executed agreement with each hospital to the Superintendent or his/her designee on or before the Commencement Date. The Contractor shall negotiate a subcontract and payor agreement with the chosen hospital(s) as the primary outpatient and inpatient hospital provider.

The rate negotiated cannot be greater than the Medicaid rate for any procedure as mandated by Wisconsin State statute.

The subcontract shall provide for the following medical services:

- Ambulatory surgical services including general surgery and surgical specialties: gynecology, oral, orthopedics, and vascular surgery;
- Audiology;
- Cardiology;
- Dermatology;
- Endocrinology;
- Gastroenterology;
- Gynecology;
- Hematology/oncology (including chemotherapy);
- Infectious disease (including HIV/AIDS/TB/HCV);
- Nephrology (not including dialysis)
- Neurology;
- Obstetrics;
- Ophthalmology and optometry;
- Orthopedics (including orthotics);
- Otolaryngology (ENT inpatient only);
- Podiatry;
- Pulmonology (including sleep studies and pulmonary function tests);
- Radiology (including CT, ultrasound, mammography, nuclear medicine, IVP, UGI/LGI);
- Rheumatology;
- Urology (inpatient only).

5.4 OTHER HOSPITAL SERVICES

5.4.1 Emergency Hospitals

To address emergency life-threatening situations, the Contractor shall subcontract for the provision of emergency and inpatient hospitalization services with the nearest hospitals designated by the Emergency Medical Service providing ambulance service. Once the inmate is stabilized, the Contractor shall transition the inmate to the contracted hospital or other appropriately equipped facility when required care is beyond the capabilities of that hospital, if continued inpatient care is required. If urgent services provided by one hospital are not available in a timely manner, the Contractor shall provide or subcontract for such urgent services at another acceptable location. In all instances, the Contractor shall be responsible for health care services to those inmates in transit between hospitals; this includes transport by ambulance or care car.

All agreements for off-site services, inpatient or outpatient, as well as all subcontractor agreements in general, shall be subject to the approval of the County. Contractor shall maintain these contracts and shall make them available to the County upon request.

5.4.2 Additional Hospital Services

Services that are not available at one hospital, such as radiation therapy, obstetrics, urology and ENT (outpatient and surgical services), MRI and tertiary care, shall be obtained from other providers.

5.4.3 Third Party Reimbursement

The Contractor shall manage the eligibility and enrollment of all inmates receiving inpatient services. The duties of the Contractor shall include seeking and obtaining information concerning any health insurance the inmate might have that would cover off-site services. Contractor shall require providers to bill third party insurance first. After seeking payment from available insurance, Contractor will process the remaining claim for payment consideration. The Contractor shall provide the County with periodic reports when such credits are applied. Contractor and the County specifically understand that Medicaid and Medicare may not be available sources, and, to the extent required by law, Contractor's policies strictly forbid asking about Medicaid/Medicare and providing any Medicaid/Medicare information to any provider where such coverage is not allowed. Contractor shall follow the Patient Protection and Affordable Care Act (PPACA) as it develops. Contractor will cooperate with Milwaukee County to obtain any costs savings available under the PPACA and return to the County.

5.4.4 Outside Hospital Discharge and Continuity of Care

The Contractor shall ensure that utilization management is conducted for all inpatient hospitalizations so that the length of hospital stay is no longer than necessary. The Contractor shall ensure discharge planning for all pending hospital discharges and monitor that medical summaries follow the inmate upon his or her return to the County facility. Specifically, the Contractor shall implement a comprehensive system for transitioning inmates who are hospitalized back to County facilities, including preparation and follow up for return, medication review, and discharge summary. Contractor personnel shall consult with the clinical staff to prepare for the discharge and return of the inmate. The site Medical Director has final medical authority and shall be responsible for clinical decisions involving the patients within the detention facilities. The Contractor

shall provide the inmate with immediate screening upon the inmate's return to County facilities, and ensure continuity of care.

5.5 INFIRMARY

Neither facility presently operates an infirmary.

5.6 INTAKE SERVICES

5.6.1 Receiving Screening

Booking services are conducted primarily at the downtown Milwaukee County Jail, (MCJ). Bookings for 2017 totaled 31,939, with an average of 88 bookings per day. The House of Correction receives new intakes as well. Bookings for 2017 totaled 2,637, with an average of 7 bookings per day.

As soon as possible upon acceptance into custody, the Contractor shall provide each inmate a confidential, timely receiving screening by a registered nurse. "Timely" receiving screenings means that a screening must occur as soon as possible, but at a minimum within four (4) hours from the time of admission to the facility, in accordance with Consent Decree requirements and NCCHC standards.

In the event of large intake volumes, screening priority will be given to those inmates exhibiting serious illness. Nurses or providers will conduct preliminary screenings of inmates to determine if referral to a hospital and medical clearance is required prior to admission to the facility. All immediate health needs, medication needs, medical, dental, and mental health are identified through the screening and must be properly addressed by qualified health care professionals. If an LPN conducts intake screening, it is required that the intake screening is reviewed and signed off on by an RN. An RN must also determine the length of time to be seen for any incoming inmates that require subsequent referral.

5.6.2 Late Screening Penalty

Contractor will monitor screening times monthly and will file a monthly report to include name of inmate, arrival time in the booking facility, time of request or notification of intake, time of actual completion of intake screening, total time between request and completion for each screening, and compliance percentage rate. Allowances will be noted for individual exceptions. Compliance of less than 95% consistency (based on completing screenings within 4 hours) will require CQI corrective action. Failure to meet compliance may result in a penalty of up to $2,000 each month, at the discretion of Milwaukee County.

5.6.3 Functional Incapacitation Release

The Contractor shall assist Milwaukee County in coordinating with local arresting agencies and courts regarding inmates that become eligible for release and are deemed functionally incapacitated. The Contractor shall assist in identifying any inmate with serious medical and/or mental health conditions, where immediate

release may reasonably result in further harm and/or risk to the individual. Health staff will assist in monitoring of short-term holds until there is opportunity for transport and assistance to an appropriate level of care. Health staff will assist with law enforcement completion of any necessary Chapter 51 Wis. Stat. emergency detention paperwork, and cooperate if witness testimony is required.

5.6.4 Receiving and Intake Screening

Receiving and intake screening shall include:

- Inquiry into current and past illness;
- Recent communicable illness symptoms (including TB screen);
- Past infectious disease;
- Allergies;
- Special health requirements;
- Past or current mental illness, including hospitalization;
- Recent or past serious infectious disease, including symptoms of:
    - Chronic cough;
    - Coughing up blood;
    - Lethargy;
    - Weakness;
    - Unexplained weight loss;
    - Fever;
    - Night sweats;
- History of or current suicidal ideation;
- Possible, current, or recent pregnancy;
- For pregnant women, an opiate history;
- Dental problems;
- Dietary needs;
- Current prescription medications, dosage and frequency;
- Illegal and legal drug use (including type, amount, and time of last use);
- Drug/alcohol withdrawal symptoms and complications when substance use is stopped;
- Recorded personal observation and disposition of the inmate;
- PREA screening;
- ADA-related accommodations.

The screening form shall note the inmate's appearance, behavior, state of consciousness, ease of movements, breathing, condition of skin, and any history of or evidence of recent insertions and/or ingestions of foreign substances and/or objects. The receiving screening shall also note a health status disposition of the inmate. Receiving screening shall include the provision of orientation material which must include, but is not limited to, the following: access to health care, PREA, dental hygiene, health-related grievance process, and any applicable co-pay program. Health staff must regularly monitor and document the timeliness, safety, and effectiveness of the program.

When a pregnant inmate is admitted with opioid dependence or treatment (including methadone and buprenorphine), a qualified clinician shall be contacted to assess and appropriately treat that inmate.

Any identified withdrawal issues shall be promptly referred for further evaluation and determination of medical intervention requirements. Inquiry shall include any consistent use of prescription medications that are addictive such as opioids or other analgesics, benzodiazepines, or tranquilizers, as well as illegal drug use. The Contractor shall ensure appropriate, medically supervised withdrawal.

Translation services shall be available as arranged by the Contractor. The Contractor is encouraged to recruit minority and bilingual staff with an emphasis upon Spanish for both staff diversity and for improved translation and inmate communication. Disabilities such as hearing or visual impairment, physical disability, or other problems must be accommodated.

5.6.5 Mental Health Screening and Evaluation

Upon admission, the Contractor shall provide the inmate with a mental health screening by a qualified mental health professional as soon as possible, but no later than 14 calendar days. Nurses conducting the mental health screens must be trained by a mental health professional in recognizing the signs and symptoms of mental illness and making appropriate referrals to a qualified mental health professional (QMHP). The Contractor shall ensure that any inmate displaying acute symptoms (e.g., appearing psychotic, suicidal) shall be referred immediately for an emergency evaluation by a QMHP, and that steps shall be taken to ensure the inmate's safety pending this evaluation. Mental health screens must include the following:

- A history of:
  - Psychiatric hospitalization and outpatient treatment;
  - Substance use hospitalization;
  - Withdrawal seizures;
  - Detoxification and outpatient treatment;
  - Suicidal behavior;
  - Violent behavior;
  - Victimization;
  - Special education placement;
  - Cerebral trauma;
  - Sexual abuse;
  - Sex offenses.
- The status of:
  - Psychotropic medications;
  - Suicidal ideation;
  - Drug or alcohol use;
  - Drug or alcohol withdrawal or intoxication;
  - Orientation to person, place, and time.
- Emotional response to incarceration;
- Screening for intellectual functioning.

Results of the screening should be included in the health record. Inmates who receive a positive mental health screen must be referred and evaluated by a

qualified mental health professional within 14 days or sooner, if clinically indicated. Inmates with acute mental illness requiring mental health inpatient services beyond the facility scope must be transferred to an appropriate facility.

5.6.6 Transfer Screening

The Contractor shall screen all intra-system transfers within 12 hours of transfer and note in the record if the inmate is under treatment for a medical, dental, or mental health issue(s); is currently on medication; and/or has a current clinical complaint. Transfer screening shall include the provision of site-specific orientation material on how to access health care. The transfer screening shall also identify and follow up on any pending health care appointments. The transfer screening should be conducted by a nurse with the inmate present, and shall note observations of general appearance and behavior, physical deformities, evidence of abuse and trauma, and PREA issues, with documentation of a clinical disposition.

5.6.7 Initial and Periodic Health Assessments

The Contractor shall provide initial health assessments no later than 14 days from the date of admission to either facility. Initial health assessments shall be conducted in accordance with NCCHC standards. Per the Consent Decree court monitor, health assessments must be performed by a licensed provider and not an RN. The responsible physician will determine the components of an initial health assessment based on the evaluation needs of the facility's or community's population.

The responsible physician will also determine the schedule for periodic health assessments.

5.6.8 Medically Supervised Withdrawal Protocols and Substance Treatment

The Contractor shall provide medically supervised withdrawal treatment utilizing nationally approved guidelines and approved assessment tools such as the Clinical Intoxication Withdrawal Assessment (CIWA) and Clinical Opiate Withdrawal Scale (COWS) assessment tools. A plan should describe identification, treatment, monitoring, and ongoing assessment of patients who are intoxicated or undergoing withdrawal. Withdrawal symptoms shall be monitored closely by physicians/NPs/PAs and nurses. The plan should include a safe, concentrated housing location that allows for timely and effective monitoring. These inmates should be housed in established detox units and medical observation housing areas for accessibility and proximity. Inmates experiencing severe or progressive intoxication (overdose) or severe alcohol/sedative withdrawal are to be transferred immediately to a licensed acute care facility.

The Contractor must have a policy that addresses effective management of inmates on medication-assisted treatment (MAT). Inmates entering the facility on MAT should have their medication continued or there should be a plan for medically supervised withdrawal.

5.6.9 Suicide Prevention

The Contractor shall develop and implement a suicide prevention program that addresses screening, intervention, housing, observation, and monitoring of potentially suicidal inmates. Treatment plans and patient follow-up should be noted in the health

record. Suicide prevention training should be conducted for all staff no less than annually. Staff who can evaluate inmate suicidal status and recommend appropriate watch and release shall be on-site 24 hours daily.

5.7 Female Health Care Services

The Contractor shall provide services for female inmates that incorporate elements of a trauma-informed approach to treatment. The Contractor shall provide medical and mental health services that are specifically designed for women with co-occurring mental health and substance use disorders and histories of physical and sexual abuse. The intake nurse shall identify immediate medical, mental health, and gynecology/obstetrical needs, including disposition regarding initial placement (housing) for treatment and safety. Prompt referrals shall be made for follow-up care by mental health staff, OB-GYN staff, or other providers as required.

5.7.1 Prenatal, OB/GYN, Birth Control

The Contractor should describe a plan for age-appropriate pregnancy testing, continuation of birth control, and emergency contraception. Information about available contraceptives must be given to each female inmate upon intake. The Contractor should describe prenatal and obstetrical services including screening, health education, pregnancy counseling, scheduling of regular and high-risk pregnancies, and postpartum care. The Contractor will not be responsible for the cost of an abortion. The Contractor shall develop and establish a program for pregnant patients with active opioid use disorder. The plan should include evaluation and provision of medication-assisted treatment (MAT) with methadone or buprenorphine.

5.8 Special Medical Housing

The Contractor shall include a plan for patients with special needs who require close medical supervision and/or multidisciplinary care. The Special Medical Housing Unit is currently located at the MCJ and contains 11 rooms (each with one bed), including 3 negative air pressure rooms. This unit provides care to inmates who do not require infirmary-level care or inpatient hospital services. The Contractor shall include a plan to manage the Special Medical Housing Unit, describing the level of patient care, medical supervision, and monitoring plan. There is no infirmary at HOC, although there exists a newly furnished medical housing unit with 3 rooms and office space.

5.9 Dental Care

5.9.1 Continuum of Dental Care

The Contractor shall provide dental care to all inmates under the direction and supervision of a dentist licensed in Wisconsin. The dental program shall include screening and examination, triage, emergency and urgent care, restorative care, preventive care, and education for inmates regarding oral hygiene and preventive practices. The primary emphasis of the dental program shall be the elimination of acute

infection, the reduction of dental decay/caries, the reduction of the inflammatory processes of gingival and periodontal disease, the relief of acute pain, and the restoration of function to allow for adequate mastication. In all cases, preventive measures must prevail, utilizing restorative practices when possible, to minimize extractions.

5.9.2 Dental Priorities of Care

The Contractor shall provide dental services on-site including, but not limited to, the following:

- Oral screening within 14 days of admission to determine dental needs, including oral hygiene instruction (may be accomplished by an RN, LPN, or dental assistant properly trained by a dentist);
- Oral hygiene and preventive education given within 30 days of admission;
- Emergency examination/triage for diagnosis, relief of pain, extractions, elimination of infection, and resolution of swelling, as well as proper management of trauma and bleeding;
- Oral examination by a dentist within 12 months of admission, including:
    - Review of past medical history, current medications, and allergies;
    - Screening for oral cancers, to include soft tissues of the oral cavity, head, and neck;
    - Identification of oral manifestation of systematic disease and treatment as needed;
    - Exposure of radiographs to complement clinical findings to establish diagnoses;
    - Examination and documentation of existing dentition to include a signed, dated, and titled note within the dental section of the overall health record, which shall include copies of documentation and/or recommendations from off-site specialists;
    - Dental prophylaxis including inmate education;
    - Assessment of gingival and periodontal health;
    - Establishment of definitive treatment plan;
    - Promotion of prevention through education.
- Daily screening, prioritization, and referral of dental sick call requests by a trained and qualified dental assistant or nurse.
- Dental requests for routine care cannot exceed 45 days.

5.9.3 Oral Surgery

Emergent or urgent oral surgery needs that are essential due to the inmate's complaint of pain and swelling, consistent with the clinical findings at triage by the dentist, require intervention on an as-needed, as soon as possible basis. In no situation shall an inmate with acute and confirmed pain wait for oral surgery longer than 1 week. The Contractor will utilize a local oral surgery provider.

5.10 Nutrition and Therapeutic Diets

The Contractor shall order therapeutic diets developed by a registered dietician, registered dietitian nutritionist, or licensed dietitian (as permitted by state scope of practice laws) and in compliance with national standards developed by the American Dietetic Association (ADA). The Contractor shall order the approved therapeutic diet with the HOC's food services provider (which serves both the MCJ and HOC). Diets shall consist primarily of portion control ADA diets for prenatal care, diabetic management, and mechanical diets such as ground, pureed, soft, or clear liquids. Consideration is given when a "heart-healthy" menu is provided. This may reduce the need for most therapeutic diets, except for specialty diets such as renal or phenylketonuria (PKU). Therapeutic diets shall be ordered and reviewed by a physician, advanced practitioner, or dentist.

Standard and therapeutic diet menus are to be reviewed for nutritional adequacy, adjusted and approved by a registered dietitian, registered dietitian nutritionist, or licensed dietitian (as permitted by state scope of practice laws) at least annually.

5.11 HOC, Work Release Offenders

The HOC has four work-release dormitories with a maximum capacity of 240. Presently, approximately 125 work-release offenders are housed in these dormitories. Work-release offenders are included in the HOC's ADP of 1,185 for the 2017 year. The Contractor shall consider inmates in these programs as any other inmate covered under the contract and provide a full scope of services to them. The Contractor shall manage and maximize the eligibility and enrollment of all inmates receiving services in the Medicaid system and third party reimbursement. The Contractor shall be responsible for obtaining private health insurance information from the inmate and for any applicable tracking of bill payment to ensure required services are provided.

The Contractor shall have no obligation to provide services to inmates who are:

- On escape status during the escape period and prior to their incarceration;
- Housed under guard at other correctional facilities outside of the Milwaukee system.

5.12 Specialty Clinics

The Contractor shall provide all medical specialty services required to meet the health care needs of the inmate population. The Contractor must list services to be provided and show effort and intent to maximize on-site specialty service clinics where possible. Specialty clinic services should note the frequency of specialist's visits. Services shall include, but not be limited to:

- Ambulatory surgical services including general surgery and surgical specialties: gynecology, oral, orthopedics, and vascular surgery;
- Audiology;

- Cardiology;
- Dermatology;
- Dialysis;
- Endocrinology (excluding GD services);
- Gastroenterology;
- Gynecology;
- Hematology/oncology (including chemotherapy);
- Infectious disease (including HIV/AIDS, TB, HCV);
- Nephrology with dialysis services;
- Neurology;
- Ophthalmology and optometry;
- Orthopedics (including orthotics);
- Otolaryngology (ENT);
- Pulmonology (including pulmonary function tests);
- Radiology (including CT, ultrasound, mammography, nuclear medicine, IVP, UGI/LGI);
- Rheumatology;
- Urology.

5.12.1 Telemedicine and Videoconferencing

Milwaukee County expects the Contractor to implement telemedicine (specifically, telepsychiatry) and other on-site specialties services for inmates as deemed appropriate. One telemedicine room is available for specialty services at the HOC site and the MCJ has appropriate space. The Contractor should provide a plan for implementing telepsychiatry at both facilities, and any additional utilization of telemedicine/videoconferencing for specialties, such as orthopedics, dermatology, and infectious disease, to reduce the number of off-site transports. Any maintenance and upkeep of the telemedicine hardware, software, and equipment shall be the responsibility of the Contractor.

5.12.2 Podiatry and Footwear

The Contractor shall provide podiatry services and medically necessary footwear in accordance with County property guidelines. The Contractor shall bear the cost of all medically necessary footwear. Medically necessary footwear shall be provided pursuant to a practitioner's order.

The podiatrist shall be utilized as a specialty referral regarding footwear only in exceptional circumstances (e.g., where fit has been determined problematic after an appropriate number of interventions or when there is a need for a custom orthotic device). The podiatrist shall discuss these limited cases with the Medical Director.

5.12.3 Vision Care Services

All appointments for vision care services shall be by referral from nursing, an advanced practitioner, or a physician. The Contractor shall provide licensed optometrists to offer routine vision care services within the facilities. The Contractor shall determine the uncorrected visual acuity of each inmate as part of the intake process, utilizing a Snellen chart or other similar approved screening instrument. Inmates requesting vision care services shall be assessed by a nurse and referred to a practitioner when indicated. If

the inmate's screened vision is less than 20/40, the inmate shall be referred to an optometrist.

5.12.4 Eyeglasses

The Contractor shall provide prescription eyeglasses recommended by an optometrist. Inmates in need of prescription eyeglasses shall be provided with one pair of single vision or multifocal safety lenses (with lines) in a safety frame. Only inmate with an acuity value in either or both eyes above 20/40 shall be eligible for corrective eyeglasses. Exceptions may be granted only with the approval of the Medical Director based on a recommendation from the treating optometrist. The Contractor should provide a descriptive plan of vision care, including policy and procedures for maintenance and repair of eyeglasses.

5.12.5 Contact Lenses

The Contractor shall provide contact lenses only upon the determination of medical necessity (e.g., when the vision is not sufficiently correctable with eyeglasses to maintain routine function) as clinically determined and recommended by an ophthalmologist with the approval of the Medical Director.

5.13 Other Health Care Services

5.13.1 EKG Services

The Contractor shall provide EKG services for both facilities, and shall purchase, rent, or lease all equipment and supplies. The Contractor must perform the actual EKG tracings, to include interpretations of the reports as well as cardiologist over-read as indicated. All ischemic, dysrhythmic subacute abnormalities and associated health records shall be reviewed by a cardiologist. Reports requiring immediate action by a practitioner shall be called in immediately. Other reports shall be faxed as soon as report is read.

5.13.2 Imaging

The Contractor shall provide basic on-site x-ray/imaging services. The Contractor shall be responsible for the provision of all supplies, preventive maintenance and repair, sorting and storage of films and reports, scheduling appointments, imaging by a registered technician, interpretation by a radiologist, and a written report. Imaging reports requiring immediate action by a practitioner shall be called in immediately. In all cases, written reports shall be submitted within 48 hours of the imaging examination.

5.13.3 Laboratory Services

The Contractor shall be responsible for all laboratory services, including collecting urine and blood and furnishing supplies, forms, and tests. The Contractor shall be responsible for all labs related to urine and blood drug testing required for medically supervised withdrawal or as otherwise clinically indicated. The Contractor shall obtain and maintain Clinical Laboratory Improvement Amendments of 1998 (CLIA) waivers for each location providing laboratory services.

The Contractor shall utilize an automated computerized system for reporting the results of laboratory work directly to the facilities, including at least one printer per site, with

Internet access for laboratory results and trends. The reporting system requirement may be incorporated within an electronic health record. The Contractor is not responsible for collecting forensic information, unless required by court order.

5.13.4 Phlebotomy Services

The Contractor shall provide all health-related phlebotomy services. Phlebotomy services may be provided directly by personnel or pursuant to a laboratory subcontract.

5.13.5 Dialysis

The Contractor shall provide dialysis services, preferably on-site at the MCJ, which has a 2-chair dialysis unit. The Contractor shall demonstrate the ability to provide for on-site dialysis services. In emergency situations, dialysis maybe off-site. Peritoneal dialysis may be utilized, as appropriate. The Contractor shall provide all supplies and equipment, blood products, and medications.

6 INMATE CARE AND TREATMENT: COMPREHENSIVE MENTAL HEALTH SERVICES

6.1 PROGRAM GOALS

The Contractor shall develop a comprehensive mental health program encompassing all aspects of care. The program shall include a variety of evidence-based treatment modalities and provide clinical services that meet the needs of the population. Special mental health units, segregation, intake, and other high-risk areas shall operate by multidisciplinary treatment teams.

A Mental Health Director will provide oversight and manage the mental health program for both facilities. The Mental Health Director shall have at least a master's level degree, three years of jail mental health administration is preferred, and will report to the HSA. The team composition for mental health services shall follow the Staffing Matrix in Section 11.1.2, with the caveat that 75% of the resources should be dedicated to the MCJ and 25% to the HOC.

The Contractor shall be responsible for quality, administratively efficient, and cost-effective mental health services. On-site coverage should span 24-hour, 7-day per week staffing for the MCJ. Minimal staffing should include a qualified mental health professional at a level that can assess and assist with intake and crisis intervention. A plan must be submitted that describes mental health coverage and accessibility for crisis intervention and psychiatric on-call. The Contractor shall propose an organizational chart, with a designated Mental Health Director, that outlines coordinated services and staff coverage for the MCJ and HOC.

If the Contractor proposes options or alternative 24-hour mental health coverage, the plan must address suicide evaluation and release from watch as well as crisis response services after hours, particularly at the MCJ for 24-hour intake services. Preference will be given to programs that propose and describe linkages and coordination with existing community services for extended continuity of mental health treatment.

Contractor services shall include mental health screening, referral, evaluation, medication management, and treatment. Inmate and staff education shall be developed in accordance with NCCHC accreditation standards. The Contractor shall provide guidelines, forms, and timelines that are consistent with NCCHC standards. Contractor shall confer with Classification when needed.

Treatment services shall not be limited to the following:

- Initial appraisal;
- Comprehensive evaluation;
- Psychological and neuropsychological testing (if deemed necessary);
- 24-hour emergency services;
- Crisis intervention and stabilization (including PREA-related intervention);
- Individual and/or group therapy;
- Trauma-informed correctional care;
- Psychiatric services and pharmaceutical management;
- Screening for intellectual functioning;
- Outpatient cognitive-behavioral programming for inmates with significant behavioral management issues;
- Discharge planning;
- Specialized programming focusing on reentry planning;
- Segregation services.

6.2 Sick Call

Mental health sick call services shall follow the same requirements as medical sick call, outlined in Section 4.5: Sick Call and Daily Non-Emergent Health Care Requests.

6.3 Admission/Intake Services

Mental health screenings shall be conducted at intake (Section 5.6: Intake Services) as defined in Section 5.6.5: Mental Health Screening & Evaluation.

6.4 Mental Health Referrals

Inmates may be referred for further evaluation, comprehensive evaluation, or treatment any time during their incarceration. Referrals may include mental health crisis, suicidal threats or behavior, and/or the display of the signs and symptoms of mental illness. Referral sources include self-referral by the inmate or referral at the request of any County or Contractor staff. All mental health referrals shall be triaged by a qualified medical or mental health professional no later than 24 hours after the referral.

The Contractor shall classify each mental health referral as (1) emergent, (2) urgent, or (3) routine, and enter the referral in the Sick Call Request/Mental Health Referral log. Emergent

and urgent referrals require an immediate verbal referral to a qualified mental health professional and should be tracked for timeliness. The appropriate level of inmate monitoring must be implemented to ensure that the individual remains safe. The mental health referral, authorized monitoring status, and the response shall also be documented in the health record.

6.5 Mental Health Evaluations

If an inmate requires ongoing mental health treatment or services, a qualified mental health professional shall complete a mental health evaluation according to NCCHC standards.

The mental health evaluation shall include and build upon the baseline assessment established in the mental health screening, and shall also include, but not be limited to:

- A psychosocial history and history of current complaint;
- A formal mental status examination;
- Specific assessment and documentation of suicidal risk and risk to others;
- Assessment of level of intellectual functioning;
- Assessment or referral for assessment of organically based impairment;
- Assessment for SMI designation;
- A diagnostic impression stated in terms of a coded diagnosis appearing in the current edition of the DSM-5.

Along with the required assessment and diagnosis, the Contractor shall obtain further psychological, neurological, medical, and laboratory assessments as needed. The mental health evaluation shall be completed prior to and in preparation of an individualized mental health treatment plan.

6.6 Treatment Plan

The initial treatment plan for mental health intervention and services shall be developed at the time of either the mental health evaluation as dictated by need, or at a subsequent mental health contact. The initial treatment plan shall be documented on a designated treatment plan form and filed in the health record.

A treatment plan shall be developed in conjunction with the mental health evaluation for those inmates identified as in need of ongoing mental health services. The treatment plan shall include at least the following:

- DSM-5 diagnosis;
- Mental health classification code and subcodes;
- Assessment for SMI designation;
- Problems and needs relevant to acceptance for services expressed in behavioral and descriptive terms;
- The inmate’s strengths and skills;
- Treatment goals and time guidelines for accomplishing goals;
- Frequency of sessions;

- Treatment modality;
- An approach to providing services and meeting challenges specific to functioning within the corrections environment;
- Clearly defined staff responsibilities and assignments for implementing and maintaining the plan;
- The date that the plan was last reviewed or revised;
- The signatures of the Mental Health Director and psychiatric provider who reviewed the plan or subsequent revision(s);
- Documentation of the inmate's signature, or explanation why the signature was not obtained.

The treatment plan shall be reevaluated upon changes in the inmate's status. At a minimum, the treatment plan shall be updated and shared with the inmate every 90 days for the first year, or more frequently if clinically indicated. Thereafter, the treatment plan shall be updated every 6 months, or more frequently if clinically indicated, and shared with the inmate.

6.7 CASE MANAGEMENT

The Contractor shall assign a Mental Health Clinician (MHC) for case management services for each inmate with an open mental health case.

Case management services shall include, at minimum:

- Face-to-face contact and interaction with the designated MHC in accordance with the inmate's Mental Health Classification and Treatment Plan;
- Monitoring of the adequacy and appropriateness of treatment services provided;
- Provision of input to custody staff regarding discipline, segregation, need for suicide or mental health watch, housing, work, and classification.

6.8 GROUP THERAPY

The Contractor shall offer and provide group therapy when clinically appropriate. Group therapy shall consist of a variety of approaches, including, but not limited to, cognitive behavioral therapy, dialectic behavioral therapy, psychoeducational therapy, trauma-informed care, gender-responsive treatment, substance use disorder therapy, and other best practices and evidence-based practices that have proven to be effective in the correctional setting.

6.9 CONSULTATION

The Contractor shall provide explicit guidelines for timely and appropriate psychiatric consultation for each facility's mental health clinicians.

6.10 Crisis Intervention and Emergency Responses

The Contractor shall provide crisis intervention, clinical restraints and seclusion, use of emergency antipsychotic medication, mental health watches, and referrals for inpatient psychiatric hospitalization as deemed clinically necessary. Emergency mental health treatment shall be available 24 hours daily, with on-call psychiatric services when the psychiatrist is not on site. A counselor or psychiatrist capable of performing a mental health evaluation and a release from suicide watch shall be available on-call at all times. If requested to appear on-site, the on-call counselor/psychiatrist shall appear at the requesting facility within eight (8) hours of the initial request.

6.11 Psychotropic Medication Services

The Contractor shall develop a full range of therapeutic treatment protocols for inmates needing psychiatric medications and services. The plan shall include:

- Psychiatric evaluation within 14 days for routine cases, and within 48 hours for urgent cases that are not considered emergencies;
- Emergency psychiatric response shall be no later than 4 hours from referral;
- The psychiatrist or designee shall see non-emergency, newly admitted inmates on psychotropic medications within 72 hours;
- Psychiatric medication reevaluations shall occur every 30, 60, or 90 days, depending upon provider discretion. At minimum, a psychiatric provider shall conduct a face-to-face encounter with the patient every 90 days;
- The use of atypical antipsychotic medications, new generation antidepressants, and generics shall be included as part of the Contractor's formulary.

6.12 Co-Occurring Mental Health and Substance Use Disorders

The Contractor shall provide treatment services by a qualified mental health professional (QMHP) with knowledge and training in co-occurring mental health and substance use disorders. Inmates identified with co-occurring mental health and substance use disorders shall have treatment that includes:

- Services focused on the integration of treatment programming by addressing the inmate's mental health and substance use disorders simultaneously;
- Each type of disorder treated as a primary disorder, with a focus on understanding how they interact with each other;
- Psychosocial problems and skill deficiencies addressed with individualized programming, created through comprehensive assessment and consultation with the inmate;
- Medication, when clinically indicated;
- Attention paid to discharge planning and extending treatment services into the community upon the inmate's release from custody.

Two mental health units are located in the MCJ, and one additional unit is located in the HOC.

The MCJ units are presently comprised of one mental health unit ("MHU") with 19 beds/cells and a step-down mental health unit ("4C") with 48 beds/cells. These units house inmates who have serious mental illness (SMI), serious emotional disorders (SED), intellectual disabilities, or other cognitive disorders, and who do not function well within the general population. The MHU houses more acutely mentally ill inmates, and the step-down unit 4C offers less restrictive housing and programming.

The HOC mental health unit is presently comprised of 23 cells.

The precise configuration and number of beds and cells are subject to change based on clinical and County needs.

The Contractor will be required to develop a plan for clinical management and oversight of all mental health units. The plan should support a team approach and integration with custody staff that includes ongoing in-service and education to staff.

6.13 Segregation (Restricted Housing) Services

Correctional staff will inform the Contractor when an inmate is placed in segregation. The inmate's health record will be reviewed for any prohibiting conditions or requirement for special accommodations. In addition to noting status and contraindications, the Contractor shall make interactive wellness rounds; frequency will be in accordance with the level of isolation. Mental health staff shall make rounds in all restricted housing units no less than twice a week with appropriate documentation in the health record. Programming and treatment will continue according to clinical needs. Mental health staff should promptly identify and inform custody officials of any inmates who exhibit deterioration or present other concerns due to isolation.

7 INMATE CARE AND TREATMENT: PHARMACY SERVICES

7.1 Use of County Pharmacy Provider (Clinical Solutions)

Overall pharmacy services shall be the responsibility of the Contractor for all prescription, nonprescription, including over the counter medications and shall be in accordance with State and Federal regulations. All pharmaceutical services must be directed by a licensed pharmacist.

The Contractor shall coordinate with Clinical Solutions, LLC, a TBE subcontractor, to utilize their wholesale acquisition costs. Clinical Solutions will provide distribution and courier services of prescription and stock medications. Clinical Solutions is responsible for all cost-related packaging and materials. Clinical Solutions will establish and maintain emergency medications as ordered by prescribers, and contract with a local pharmacy as back-up.

Contractor should outline transition services with Clinical Solutions that include set up and integration with their electronic data system and electronic medication administration record (MAR). Transition plan shall ensure that policies, staff training and licenses are in place, with validated delivery processes and schedules. On-site supplies will be provided by the Contractor, as well as quarterly pharmacist inspections. Contractor is responsible to coordinate quarterly Pharmacy and Therapeutic meetings.

Contractor should include a plan for addressing the receipt of prescriptions from an individual upon incarceration, including confirmation of the prescription with the inmate's external pharmacy upon consent of the inmate, and the status of the prescription upon the inmate's release.

Pharmacy costs up to $750,000 will be paid directly to Clinical Solutions by Milwaukee County. Pharmaceutical costs above this base will be shared 75% by Contractor and 25% by the County.

7.2 INTAKE ASSESSMENT

When an inmate is admitted to the facility on medications for psychiatric or medical reasons, information must be collected by the intake nurse that includes:

- Inmate name and ID #;
- Allergies to medications;
- Current medications prescribed by outside provider(s);
- Frequency of administration of those medications that inmate has been taking (including PRN medication);
- Time of last dose;
- Duration of prescribed orders;
- Current clinical withdrawal information of the inmate (for both illegal drugs and controlled substance medications);
- Name of pharmacy that last filled the prescriptions detailed above;
- Length of time inmate has taken his/her medications;
- Any special condition as it relates to medications and continuance of medications in a correctional facility (e.g., pregnancy, clinical withdrawal, substance abuse, medical medications, and special attention to medications used for dual purpose medical/psychiatric);
- Documentation of the name(s) of medication that accompany the inmate.

Prescribers have the right to discontinue medications or provide a therapeutically equivalent alternative based on clear and defined clinical parameters. All adjustments to prescribed medication regimens must be clearly documented, and be available for review by all practitioners and clinical staff. This information must also be shared with the inmate.

Contractor must identify a process for continuance of medications for inmates with a verifiable history of current medication use. Please refer to Section 7.1 regarding the process for addressing prescriptions that inmates bring into the facility upon admission.

7.3 PRESCRIPTION PRACTICES

Medication shall be prescribed by qualified health care professionals and qualified mental health professionals with prescriptive privileges as allowed by law (e.g., psychiatrist, physician, nurse practitioner, physician assistant, advanced practice RN, or psychiatric nurse practitioner or dentist).

Non-psychiatric physicians may initially order psychotropic medications to avoid lapses in medication therapy, for emergency purposes, or when the medication addresses problems related to physical symptoms. Subsequent orders shall be preceded by a documented consultation with a psychiatrist within a specified time.

All inmates reporting psychiatric medications at intake must have their prescriptions verified, and must be continued on verified medication(s) for 24-72 hours with written orders by the provider. Timely follow-up visits should be scheduled with the psychiatric provider. If psychiatric medications are not verifiable, the inmate should be reviewed by the practitioner as soon as possible. All backup documentation should be noted in the health record.

The psychiatric practitioner must determine continuance, adjustment, or substitution of medications where possible and indicated for the use in a correctional setting. Written orders as well as verbal/telephone orders must include documentation resulting in continuation of the incoming medication order or the patient's new psychiatric medication and rationale for medications not given or changes for alternative medications and ensure timely medication administration.

7.4 DOCUMENTATION / DISCONTINUATION

Any order initiating, modifying, or discontinuing psychotropic medication shall have a corresponding progress note, and shall be reflected in the treatment plan. The progress note shall include the diagnosis and target symptoms, and must confirm that the inmate was educated about the risks and benefits of the psychotropic medication. The inmate must sign a consent form covering the above information. An assessment of involuntary movement scale (AIMS) shall be repeated every 6 months or upon evidence of potential side effects.

7.5 MONITORING

Each inmate receiving psychotropic medication shall be seen by the prescribing qualified mental health professional at least every 30, 60, or 90 days, as clinically required. The following shall be discussed and noted in the health record:

- Diagnosis;
- The reason medication is being given (i.e., target symptom);
- The appropriateness of the current medication and dosage;
- Any implications for care relating to the current mixture of medications;
- Any signs of tardive dyskinesia or other serious side effects;

- Consideration of the choice of liquid, IM, orally dissolvable, or crushed preparations for inmates who do not reliably ingest other oral forms or for whom the hoarding of potentially harmful doses is likely;
- The rationale for any dosing changes, medication, and discontinuation orders.

Laboratory and diagnostic tests to monitor and manage the therapeutic effect of psychotropic medication shall be ordered by a qualified health care professional.

7.6 PHARMACY REQUIREMENTS

The Contractor shall require their personnel, including but not limited to physicians, psychiatrists, physician assistants, advanced practice nurses, nurse practitioners, clinical nurse specialists, and dentists, to comply with all Department of Public Health and Drug Enforcement Administration (DEA) rules and regulations governing the prescribing and administration of legend drugs including controlled substances. Such compliance shall include the following:

- Adherence to the policies and procedures developed by the Wisconsin Board of Pharmacy, Contractor and Clinical Solutions;
- Compliance with generally recognized practice of medication prescribing and adherence to medication guidelines promulgated from time to time by the Pharmacy and Therapeutics Committee;
- Proper utilization of the approved formulary developed by the Contractor, in collaboration with Clinical Solutions, including the procedures governing the process for non-formulary review and approval;
- Maintenance of proper and current Wisconsin Controlled Substance Registration and federal controlled substance registration;
- Ensuring full clinical documentation in the inmate's health record for each medication ordered or discontinued;
- Notification of the provider within 3 days of inmates who (1) failed to show for medication pass, (2) actively refused medication, and (3) did not receive medication because the medication was not available;
- Administration of patient-specific medications to inmates.

7.7 OVER-THE-COUNTER MEDICATION

The Contractor shall provide over-the-counter (OTC) medication for distribution in accordance with established nursing protocols and approved OTC lists. The Contractor may order such OTC items in inmate-specific blister cards or through the medication supply vendor in bulk format based on clinical need.

Milwaukee County will coordinate with the Contractor regarding the type of OTC products to be offered through the canteen/commissary. Such OTC medication shall be approved in writing, including inmate and staff education and periodic additions/deletions, by the Contractor and the County.

Approved OTC medication recommended (not prescribed) by a qualified health care professional may be supplied through the canteen/commissary for inmate purchase and self-administration. The availability of an OTC product on canteen/commissary shall not relieve the Contractor of its obligation to provide said product if the product is being provided in accordance with a nursing protocol or provider order.

7.8 Unused Medication

The Contractor shall ensure that any unused medication is not reissued. Under certain conditions, as set forth by the Wisconsin Board of Pharmacy, it is permitted to "return and reuse" designated medications in full, unused conventional blister cards and full or partial nonconventional (each blister drug dose labeled with name/strength/lot number/expiration date) blister cards. Clinical Solutions will credit the County and/or the Contractor for the cost of such medication returned to the pharmacy in full or partial unused nonconventional blister cards as noted. The Contractor shall destroy such medication if it has been out of the nurses' control. The Contractor shall make the necessary provisions for the destruction of stock-controlled substances according Wisconsin law.

7.9 Sharps and Supplies, Biohazardous Waste

The Contractor shall provide needles, syringes, and disposal containers that are tamper-proof and puncture resistant. The Contractor shall adhere to all applicable federal and Wisconsin requirements pertaining to these items and the maintenance, accountability, and disposal of all items that are subject to abuse. The Contractor shall be responsible for appropriate sharps control, including storage and disposal of needles and syringes with appropriate documentation. The Contractor shall be responsible for all biohazardous waste disposal of materials generated by health services operations.

7.10 Pharmacy and Therapeutics Committee

The Contractor shall coordinate the development of a Pharmacy and Therapeutics Committee (P&T) to include the HSA, Medical Director, Mental Health Director, and Director of Nursing. The P&T Committee shall meet quarterly or as otherwise scheduled by the Contractor. The P&T Committee is responsible for additions and deletions to the formulary, monitoring non-formulary medication usage, monitoring usage of pharmaceuticals including psychotropic and infectious disease medications (with emphasis on psychotropic medication management and the elimination of polypharmacy practices), HIV and hepatitis C (HCV) management, and identifying prescribing patterns of practitioners. The written minutes of all P&T Committee meetings shall be maintained by a pharmacy representative and shall be submitted to, and maintained by, the HSA.

7.11 Formulary

The Contractor shall operate under an established formulary that is developed and maintained by the Pharmacy and Therapeutics Committee. This may be done in accordance with Clinical Solutions, LLC. The Contractor shall ensure that the formulary is adequate to provide inmates with cost-effective medications that meet their needs for the treatment of disease and alleviation of suffering. The formulary shall be reviewed and updated at the P&T Committee meeting quarterly or as otherwise scheduled by the Contractor.

Off-formulary medication orders are to be immediately forwarded to the utilization review process for consideration. The off-formulary order review must be timely and conducted in a manner that focuses on patient clinical needs.

7.12 Pharmacy Policies

The Contractor shall develop policies and procedures that ensure the timely delivery and distribution or administration of all medications.

7.13 Medication Order and Documentation Requirements

The Contractor shall ensure that all medication orders are placed and maintained in the health record. Orders for OTC or legend medications shall include the clinical indication and the diagnosis (e.g., DSM-5 diagnosis). The reason for any changes in dose or medication shall be shared with the patient and documented in the health record. All medication refusals shall be documented on the appropriate medication administration record (MAR) and/or refusal forms. Providers are responsible for determining at what point (number of days) they need to be notified regarding refusals. The Contractor shall utilize the web-based pharmacy ordering system for ordering and refilling medications. All telephone and verbal orders shall be co-signed by the ordering practitioner or designee during the next clinic shift, not to exceed 72 hours after the order is written. Transcription of all medication orders shall occur within the shift that the order is written or within a period not to exceed 8 hours.

7.14 Medication Delivery Requirements

Pharmacy deliveries are to be available to County facilities 7 days per week. The Contractor shall supply all medications within 24 hours of the order. The Contractor shall obtain and administer all STAT prescription orders within 4 hours of the order, either by on-site supply or subcontract with a local pharmacy.

The Contractor shall ensure that the level of properly trained health care staff is maintained at sufficient levels for medication administration within a 2-hour window, and for distribution, receipt, and management of medications. The requirements of each facility must be considered to facilitate timely and efficient medication administration.

7.15 Medications Available On-Site

The Contractor shall establish an approved list of on-site stock medication for STAT dose capability and for use as a starter dose and for emergencies. For certain medical conditions, as determined by the licensed health care practitioner, medication must be administered as quickly as possible. Such medications shall be taken from stock supplies to start the recommended treatment regimen without having to wait for the inmate-specific package to be delivered. When the supply of medication arrives from the pharmacy, subsequent doses shall be taken from the inmate's individual supply.

7.16 Keep-on-Person Medications (KOP)

If acceptable to the MCJ Administrator and the HOC Superintendent, Contractor may provide a KOP medication program. KOP medications shall be delivered to inmates in a timely manner. An inmate may possess multiple KOP medications, but not more than a 30-day supply of any single medication. The Contractor shall implement an efficient process for KOP renewals that eliminates gaps in self-administration. The Contractor shall provide in-service training to custody and health care personnel regarding KOP procedures, in accordance with jail policies.

7.17 Medication Administration Training Requirements

The Contractor shall provide in-service training to health care personnel regarding matters of security, accountability, common side effects, administration, renewal process, and documentation of administered medications. Documentation of each person's pre-test and post-test should be available in all nursing staff training records.

7.18 Medication Control and Accountability

The Contractor shall comply with Milwaukee County policies and requirements regarding the security and accountability of medications, with an emphasis on controlled substances. The Contractor shall establish policies and procedures to ensure count procedures, documentation of any off-counts and "waste," and key control practices, and to ensure documented weekly supervision of these practices. The Contractor shall provide the County with a monthly reporting of medication count discrepancies and immediate notification of narcotic-related off-counts and other significant medication-related occurrences.

7.19 Pharmacy and Medication Inspection Requirements

At least quarterly, a licensed pharmacist must conduct inspections of all areas within the facilities where medications are maintained. Inspection includes, but is not limited to, expiration dates, security, storage, sharps management, medication disposal, review of MAR, and the

medication discrepancy and wastage reports. Inspection reports must be submitted to the health service administrator and County facility administration.

Following receipt of the report, the Contractor shall conduct and complete any corrective action necessary to resolve identified deficiencies at a facility within 30 days (or sooner based on the severity of the infraction). The Contractor shall conduct a follow-up review to ensure compliance with corrective action plans.

7.20 RELEASE MEDICATIONS

To ensure continuity of care upon release, the Contractor shall provide inmates being released with up to a 30-day supply of their prescribed medications, including psychotropic medication, or an adequate supply of insulin and syringes when indicated. The supply provided will be up to 7 days of medication for chronic care or standard prescriptions (antibiotics, etc.) and up to 30 days for nonstandard and psychotropic medications. The supply provided may vary from these norms at the clinician's discretion. At a minimum, the supply of release medications provided must meet mandatory minimums for County and State inmates as required by the Wisconsin State statutes and administrative codes.

The Contractor may provide a prescription(s) in addition to the actual medications upon release. The release medication shall be provided through a voucher program. Clinical Solutions will issue medication vouchers. The Contractor shall coordinate with Clinical Solutions in a timely manner and provide vouchers to patients scheduled for release a minimum of 1 day prior to the scheduled release or, if scheduled for release over a weekend, shall provide vouchers to patients scheduled for release on the Friday prior to the scheduled weekend release. For unscheduled / STAT releases, notification will be provided to clinic staff and voucher(s) will be provided to the patient immediately by a nurse.

Vouchers shall provide up to 7 days of medication for chronic care or standard prescriptions (antibiotics, etc.) and up to 30 days for nonstandard and psychotropic medications. The supply provided may vary from these norms at the clinician's discretion. At a minimum, the supply of release medications provided must meet mandatory minimums for County and State inmates as required by the Wisconsin State statutes and administrative codes.

Any confirmed, valid prescription medications confiscated upon an inmate's admission to the facility shall be returned to the inmate upon release.

8 INMATE CARE AND TREATMENT: PROGRAMS

8.1 PROGRAMS & REENTRY SERVICES

The HOC Work-Release Program, generally referred to as Huber privileges, allows inmates to work outside of the HOC. The HOC is one of only 20 correctional facilities in the United States to house an American Job Center. Programs offered are work readiness, job training

certification, etc. These programs are provided by outside sources and are not the responsibility of the Contractor, except for alcohol and other drug abuse (AODA) groups. AODA treatment services are gender specific, offered by properly credentialed staff and with standardized curricula. Services include assessment of levels and documentation of participant progress.

The Contractor is responsible to provide programs including substance abuse services, counseling, group therapy, and related mental health/behavioral health issues. Currently, groups offered include anxiety, grief and loss, therapeutic writing, re-entry, cognitive therapy, healthy relationships, adjusting to incarceration, and anger management. Contractor is also expected to assist inmates with enrollment in post-release health care services to ensure continuity of care.

The Contractor shall screen inmates whose work assignment involves food handling. Initial clearance as well as systematic food service screening shall be documented in the health record.

The Contractor will be responsible to accommodate schedules to provide services for those inmates in various programs within the HOC.

9 INMATE CARE AND TREATMENT: EXCLUSIONS

9.1 SERVICE EXCLUSIONS

The Contractor shall be under no obligation to provide or pay for the following types of services:

- Cosmetic surgery;
- Elective vasectomy, tubal ligation, sterilization, and other elective care;
- Care, treatment, or surgery determined to be experimental in accordance with accepted medical standards;
- Other care or procedures that are not generally medically accepted.

9.2 INMATES EXCLUDED FROM COVERAGE

The Contractor shall have no obligation to provide the following services to inmates:

- On escape status during the escape period and prior to their incarceration under the control of Milwaukee County;
- Housed under guard at other correctional facilities outside of the Milwaukee County system.

10 INMATE CARE AND TREATMENT: UTILIZATION MANAGEMENT

10.1 UTILIZATION MANAGEMENT

10.1.1 General

The Contractor shall specify a detailed plan for implementation and maintenance of a utilization management program. The utilization management program shall include a preauthorization system for diagnostic tests, off-formulary medication, therapeutic treatments, referrals for specialty services, surgery, and other procedures. This system shall address how the Contractor plans to control health care cost areas to achieve cost savings, demonstrating evidence of success in other contract sites.

The plan should include integration and coordination with Medicaid policies. The plan should be physician driven and contain established clinical pathways for evidence-based care. The plan should address direct physician-to-physician communication regarding medically necessary care, with prompt response and redirection if needed.

10.1.2 Hospital Claims Management

The Contractor shall provide the County with a monthly summary of its aggregate hospitalization costs by hospital with the actual claims that were paid to the hospital by the Contractor. This shall include any payments made by Medicaid or other third-party payer(s) for inpatient hospitalization for basic inpatient/outpatient care.

10.1.3 Specialty Services Utilization Management

The Contractor shall maintain electronic records to record the following events in real time:

- Initiation of specialty referral;
- Utilization review;
- Appointments;
- Inmate condition, status, and outcome.

Upon request, the Contractor shall provide the County with access to electronic records in real time.

The Contractor shall maintain an electronic logging system for tracking and monitoring specialty consultation requests for each facility that includes inmate name, referring physician, date of referral, action taken on the request by the approving authority, date of specialty clinic appointment, result of consultant review, summary of alternative treatment plans, and the date the inmate is notified of the disposition of the consultation request.

10.1.4 Pharmaceutical Utilization Management

The Contractor shall generate computerized utilization review reports that include drug utilization review and statistical information by drug and prescribing authority, number of prescriptions (formulary and off-formulary), and doses dispensed. Reports shall include

comprehensive inmate drug use evaluations that permit the review of medication profiles based on orders processed by the pharmacy. The Contractor shall use said drug use evaluations to identify any patterns of prescribing practices in need of review, and then take appropriate action if warranted with individual practitioners.

10.2 RISK MANAGEMENT

The Contractor shall develop and implement a risk management program that includes:

- Proactive risk assessment and hazard identification as part of the CQI program;
- Plans, policies, and procedures for quality improvement initiatives and actions to reduce future risk;
- Timely internal and external reporting, investigation, and response to incidents;
- Practices aimed at minimizing errors and adverse effects;
- Record keeping and confidentiality;
- Aggregation and trending of data for program evaluation and planning provided to the Superintendent.

10.3 GRIEVANCE SYSTEM

The Contractor shall issue a policy, subject to the approval of Milwaukee County, providing a system for inmates to submit grievances regarding health services issues. The Contractor's grievance policy and procedures shall include, but not be limited to, the following provisions:

- Develop and implement an informal grievance process that is to be utilized by the inmate prior to submitting a formal grievance.
- The grievance process shall be integrated and coordinated with the County's grievance system with respect to standardized data reporting and full transparency of any written grievances or complaints received from inmates or concerned third parties (e.g., family members, advocates, lawyers). Any emergent or significant issues shall include real time reporting to the Superintendent and/or Jail Administrator to promote prompt identification and responsiveness. Aggregate reporting will be disseminated to the Superintendent and/or Jail Administrator on a quarterly basis and reviewed at administrative meetings.
- Monthly information should include an electronic summary of the number of grievances, the nature of the grievance, grievances found in favor, the number appealed, and the final status of the grievance/appeal. Any identified trends shall be included in reporting. The summary report must include how the inmate accessed the system to address concerns both formally and informally.
- The Contractor shall designate a grievance coordinator to serve as the first-level responder to all health care grievances. The coordinator may be the Health Services Administrator or his/her designee.
- The time periods for response shall be the same as established by the County's grievance system.
- The Contractor shall establish a final grievance appellate authority.

- The Contractor shall retain a record of all written grievances, the Contractor's written responses, and forms that confirm the inmate's timely receipt of copies, inclusive of appeal procedures.

11 STAFFING PLAN AND PERSONNEL REQUIREMENTS

11.1 MEDICAL OVERSIGHT

11.1.1 Staffing Plan

The Contractor must provide adequate health care personnel to deliver those services listed in this RFP and shall strongly support retention of current on-site health care staff. One Health Services Administrator (HSA), shall be responsible for consistency of the health care program at both facilities and provide coordination, continuity, and cost-effective use of resources. The HSA, though not required to be a licensed nurse, must possess a minimum of 3 years clinical/administrative experience in a correctional environment. This leadership will enable health care to operate as a single correctional health program. The DONs will report to the HSA and be responsible for all daily operations within their facility. The County contract monitor will work closely with the HSA as the primary point of contact. The plan shall ensure that staffing requirements comply with Consent Decree stipulations as outlined below.

11.1.2 REQUIRED (Minimum) Health Care Coverage

- 24 hour/daily nurse coverage at each facility.
- 24 hour/365 day per year mental health coverage at MCJ. Evening coverage must include, at minimum, a bachelor-level qualified mental health professional (QMHP) or a mental health RN.
- Off-hours (e.g., evenings, nights, weekends and holidays) mental health staff coverage must be provided by a qualified mental health professional (QMHP) or a mental health RN. Mental Health staff must provide mental health services at MCJ Intake, including intake services and initial mental health assessments, and must have access to on-call psychiatry when a psychiatrist is not on site.
- 7 day/week mental health coverage at the HOC, with a minimum of two shifts weekdays and one shift Saturday-Sunday. Plan must include on-site response of mental health professional when needed for off hours.
- Chief Psychiatrist and psychiatrist are shared between both facilities.
- In addition, psych ARNPs and RNs – Mental Health shall be shared between both facilities.
- Crisis response on-site and on-call services should be detailed for off-hours.
- Telepsychiatry at HOC is acceptable with the psychiatrist ability to access electronic medical records (EMR) and to record in the EMR in real time.
- 24 hour/daily nurse coverage at intake.

STAFFING MATRIX					
Position Title	FTE (Full-Time Equivalent)	Weekly Total Hours	Reporting Period Total Hours*	Position Type	Hours Filled Necessary to Avoid Penalty Per Reporting Period
Administrative Assistant	2.00	80	2,400	Administrative	2,160
ARNP (Advanced Registered Nurse Practitioner)	10.00	400	12,000	Clinical	12,00
Case Management	3.00	120	3,600	Clinical	3,600
Chief Psychiatrist	1.00	40	1,200	Clinical	1,200
CMA (Certified Medical Assistant)	6.00	240	7,200	Clinical	7,200
Dental Assistant	1.00	40	1,200	Clinical	1,200
Dentist	1.00	40	1,200	Clinical	1,200
Director of Mental Health	1.00	40	1,200	Clinical	1,200
Director of Nursing	2.00	80	2,400	Clinical	2,400
Health Service Administrator	1.00	40	1,200	Clinical	1,200
LPN (Licensed Practical Nurse)	26.00	1040	31,200	Clinical	31,200
Medical Director	1.00	40	1,200	Clinical	1,200
Medical Records Clerk	5.60	224	6,720	Administrative	6,048
Medical Records Supervisor	1.00	40	1,200	Administrative	1,080
Physician	1.50	60	1,800	Clinical	1,800
Psych ARNP	4.00	160	4,800	Clinical	4,800
Psychiatric Social Worker	10.00	400	12,000	Clinical	12,000
Psychiatric Social Worker Supervisor	2.00	80	2,400	Clinical	2,400
Psychiatrist	0.20	8	240	Clinical	240
Psychologist	1.00	40	1,200	Clinical	1,200
RN (Registered Nurse)	31.00	1240	37,200	Clinical	37,200
RN – Infection Control	1.00	40	1,200	Clinical	1,200
RN – Mental Health	2.00	80	2,400	Clinical	2,400
RN – Quality Assurance	1.00	40	1,200	Clinical	1,200
RN – Staff Development	2.00	80	2,400	Clinical	2,400

(Recruiter/Retention)					
RN – Supervisor	6.50	260	7,800	Clinical	7,800
Unit Clerk	5.00	200	6,000	Administrative	5,400
TOTAL:	128.8	5,152	154,560		

**A reporting period is a four-week period.*

The Staffing Matrix represents all positions required under the Consent Decree. Any positions marked as clinical positions must be filled based on hours required in a reporting period, or four week period, with no gaps in clinical coverage. Clinical positions must be staffed 24 hours a day, 365 days a year. Sick time, vacation time, holidays, continuing education hours, and training hours (including new employee orientation training hours) shall not be identified as Staffing Matrix hours required for Clinical positions. Costs to cover for these absences should be factored into the Contractor's compensation costs.

Respondents should review the Staffing Matrix, and determine whether all services required under this RFP can be provided by the 128.8 FTEs listed. **Respondents must submit a staffing chart evidencing a minimum of the positions required by the Consent Decree,** which indicates all positions necessary to provide the entire scope of services required by this RFP, NCCHC standards, and necessary to provide a level of care reasonably commensurate with modern medical science and of a quality acceptable within prudent professional standards, and which is designed to meet routine and emergency medical, dental, and psychological or psychiatric health care needs of an ADP of approximately 2,300. The staffing chart must refer to all positions by the position titles listed in the Staffing Matrix.

Any additional positions proposed beyond the required positions listed in the Staffing Matrix must be identified by number of positions requested (e.g., two) and position title (e.g., "RN"). For each position requested in addition to the minimum 128.8 positions, the Respondent must provide justification for the addition of the position(s), citing specific areas of need identified in the RFP requirements. **Please note that proposal of additional positions does not guarantee their acceptance.** All additional positions shall be subject to negotiations with the County.

Additionally, Respondents should base their Cost Proposals on the 128.8 FTEs listed in the Staffing Matrix. Any additional FTEs Respondents believe are required to provide requested services should be broken out as a separate line in the Cost Proposal. Please see Section 22: Cost Proposal for additional detail.

Minimally required positions include: one overall HSA; two DONs, one for each facility); 1 FTE Chief Psychiatrist; 1 FTE Mental Health Director; and 1 FTE Medical Director, who shall oversee both facilities. Nursing supervisors should be designated for each shift at each facility. Two FTE nurse recruiters/staff development shall cover both facilities.

The Contractor shall submit a detailed plan to operate the Health Care Program using only unencumbered licensed, registered, certified, and professionally trained personnel based on the Staffing Matrix as approved by the court-appointed monitor. Contractor should determine the number of executive and professional health care personnel defined by category and locations. The detailed staffing plan must include titles, hours scheduled (full or part-time shifts), and days of the week to demonstrate appropriate clinical coverage for both facilities. The plan should identify management by discipline, physical locations, and responsibilities. Include selected names and resumes where available.

Substitutions of staff are permissible only when a position requiring a higher licensure level is substituted for a position of a lower licensure level. There shall be no substitution of staff at a lower licensure level for a position classified as requiring a higher licensure level. For example, a physician may substitute for an RN, but an LPN may not substitute for an RN. CNAs may not substitute for LPNs, mid-level providers may not substitute for physicians, etc. An NP that is scheduled to see patients may not be counted toward RN coverage for that shift. In addition, if a substitution is made, the substituted hours will count toward only the lower licensed level position and may not be "doubled" or "stacked" (for example, a physician subbing for an RN will be counted only as RN hours while working in the RN role. No hours of physician can be counted for that employee while he or she is performing the RN role). Respondent shall submit a "substitution card" indicating all positions on the staffing matrix that are licensed and permitted to provide fill in or substitute hours, and which positions they can substitute for (for example, RN can substitute for LPN).

Each facility's staffing plan must be based upon the Staffing Matrix as approved by the court-appointed monitor and must include weekday, weekend, and holiday variances. The Contractor shall be responsible for ensuring appropriate coverage for all clinical positions (requiring 100% of hours filled) based on the Staffing Matrix, including coverage for vacation hours, average sick time usage, holidays, and annual education/training days. If the current Staffing Matrix as approved by the court-appointed monitor does not provide adequate coverage for either or both facilities, the Staffing Matrix may be adjusted with written approval of the monitor and the County. It is preferable to use part-time employees vs. agency staff for continuity of patient care and cost effectiveness.

If the Contractor determines that there is an operational need to subsequently change or modify the staffing plans, it must be mutually agreed upon with the County and the court-appointed monitor while the Consent Decree is in force, prior to implementation.

The Contractor shall describe a plan that addresses strategies and resources for recruitment and retention of staff, whether as employees, independent contractors, or otherwise.

11.1.3 Staffing Performance Requirements

Hours of staffing are to be provided for each position category listed in the Staffing Matrix by four-week reporting period. Staffing reports should include the following:

- Position category;
- Begin and end dates of the four-week reporting period;
- Total hours worked for position category for that four-week reporting period, including employee or temporary staff name and hours worked by each named staff member.

Documentation provided to demonstrate hours of staffing must be auditable and may include payroll documentation in an approved format. Format of staffing reports must be approved by the County.

The Contractor will use all reasonable efforts to fill vacancies.

Vacancies are defined as unfilled positions, including positions vacant due to extended medical leave, military leave, etc., where an employee is absent for 60 days or more. The Contractor will fill vacant positions within 2 months.

Hours required to meet mandatory minimum staffing levels will be based on the minimum hours required per position per week under the Consent Decree, as stated in the Staffing Matrix. Any additional positions submitted by the Contractor as part of its staffing chart, and which are required to fulfill all responsibilities and expectations under this RFP, should be reported separately. Hours required will be prorated based on minimum required hours per week; partial weeks in a month will be prorated.

The County shall assess penalties of up to 150% of the hourly rate by position category for each position category that fails to meet mandatory minimum staffing levels beginning after (2 months) 60 days of vacancy. Mandatory minimum staffing levels are 100% of required hours filled for Direct Care positions, and 90% of required hours filled for non-clinical positions. Penalties for failure to meet the requirement for filled hours in a position category are as follows:

100% (After 2 months of vacancy)

125% (After 3 months of vacancy)

150% (After 4 months of vacancy)

Temporary staff such as locum tenens, traveling nurses, and PRN staff with licensure equivalent to or higher than the vacant position's licensure requirement may be used to fill vacancies. Extended use of temporary staff for key positions beyond 120 days will require corrective action, and may indicate default of the Contract. Milwaukee County reserves the right to waive or reduce damages at its discretion.

Please see **Attachment K: Position Descriptions: Duties and Responsibilities** for suggested list of position responsibilities and qualifications.

11.1.4 Staffing Matrix: Administration

The Contractor shall develop a job description within 30 days for each position and update the job descriptions as necessary. The Contractor shall ensure that all personnel review and sign their job descriptions on an annual basis. Post orders detailing assignment expectations for each position shall be written for nursing and mental health staff within 30 days of Contract execution.

The County shall monitor and review staffing levels throughout the term of this Contract. Such monitoring and review of staffing levels may include conducting a formal staffing analysis for which the County may engage a consultant. The County may require that the Contractor respond to such a staffing analysis.

Based on review of operational needs, the County may require the reassignment and/or rescheduling of a Staffing Matrix position to meet the County's evolving needs. Such reassignment and/or rescheduling may be permanent (i.e., staffing matrix change) or temporary (e.g., transfer of staff between facilities).

At any time during the term of this Contract, upon the request of the County, the Contractor shall provide the actual salary and the actual benefit cost for each personnel position listed on the Staffing Matrix.

Staffing level changes that may be necessitated from time to time shall be determined by the written agreement of the Contractor, the County, and the court-appointed monitor while the Consent Decree is in force. Adjustments to compensation shall be based solely on the direct costs and benefits. Such changes shall be implemented with the written approval of the County, and reflected by appropriate amendments to the Matrix, to include the original Matrix and adjusted Matrix. The reassignment of an existing Matrix position that does not implicate a change in compensation shall not require a Contract amendment.

11.1.4.1 Holiday Coverage

Below is a list of all legal holidays observed. The Contractor shall observe these days as holidays and plan staffing and coverage accordingly.

- New Year's Day* – January 1;
- Martin Luther King, Jr. Day – 3rd Monday in January;
- Washington's Birthday – 3rd Monday in February;
- Memorial Day* – Last Monday in May;
- Independence Day* – July 4;
- Labor Day* – 1st Monday in September;
- Columbus Day – 2nd Monday in October;
- Veterans' Day – November 11;
- Thanksgiving Day* – 4th Thursday in November;
- Christmas Day* – December 25

Holidays designated with an asterisk (*) shall require Sunday staffing coverage. All other holidays require Saturday coverage unless otherwise approved.

11.2 STAFFING COVERAGE

Coverage schedules shall be responsive to the evolving needs of the facilities, and the Contractor may be required from time to time modify staffing assignments upon the request of the County. Schedules shall not be modified without the approval of the County and court monitor while the Consent Decree is in force.

The Contractor shall ensure appropriate coverage in the event of an extended absences or vacancies. Utilization of agency (per diem) staff shall be minimized and make up of no more than 15% of the full-time staff without penalty.

11.2.1 On-Call Coverage

The HSA, Medical Director, DON, MH Director (or designee), counselor, and psychiatrist shall be on-call when on-site administrative coverage is not available (evenings/nights/weekends).

11.2.2 Emergency Coverage

The Contractor shall provide emergency coverage for both facilities by qualified health care professionals and qualified mental health professionals. All on-duty, on-site staff shall be immediately available for emergencies interchangeably, both within their

assigned facility and by assignment to other facilities. This requires the same security clearances for both MCJ and HOC.

11.2.3 Call-Back Coverage

In the event of an emergency, the County may determine that additional services are required at a facility. The Contractor shall assume responsibility and costs to call back sufficient personnel to meet any emergency or mass casualty situation that may arise. This may include necessary medical/mental/dental emergency care, suturing, phlebotomy, and x-ray coverage. The Contractor shall ensure that any provider subject to on-call for a health care emergency procedure or evaluation shall be able to arrive at the facility within 60 minutes.

11.2.4 Students and Interns

The Contractor shall encourage and facilitate program participation of students (nursing), interns, residents, and postdoctoral fellows pursuant to appropriate agreements, including affiliation agreements. All internships shall receive prior approval and clearance by County administration. Internships shall have written descriptions and goals. Interns must be fully supervised and adhere to strict supervisory guidelines and may not be substituted for Matrix staff. Students and interns shall not be included in the staffing plan, i.e., the Staffing Matrix, for the delivery of services required herein.

11.3 SUPERVISION

11.3.1 Supervision: General

The Contractor shall ensure that all personnel receive supervision appropriate with their level of training, knowledge, experience, and licensure.

Personnel providing supervision shall have adequate training, continuing education, knowledge, and experience, and the appropriate level of licensure, to supervise any services performed by the supervisee.

All direct inmate care clinicians inclusive of, but not limited to, physicians, dentists, advanced practice RNs, nurse practitioners, RNs, LPNs, and licensed qualified mental health professionals shall participate in a clinical performance enhancement review (peer review) at least annually, consistent with NCCHC accreditation standards.

11.3.2 Supervision: Medical

The Medical Director shall provide general supervision of all medical services and administrative supervision of dental services. The DONs shall provide general supervision of all nursing services. The Dentist shall provide general supervision of all dental services. Supervision shall be documented monthly with identification of any issues that arise in the conduct of the supervision.

11.3.3 Supervision: Mental Health Services

The Mental Health Director shall provide general supervision of all mental health services. Qualified mental health professionals shall be appropriately licensed or license eligible in Wisconsin. All QMHP shall receive peer and clinical supervision no less than

annually. Supervision shall be documented at least twice yearly with identification of any issues that arise in the conduct of the supervision.

11.4 MILWAUKEE COUNTY JAIL AND HOUSE OF CORRECTION (MCSO & HOC) REQUIREMENTS

11.4.1 Security Clearance

All Personnel shall receive security and background clearance by the County prior to provision of services. Milwaukee County will not unreasonably deny, withhold or delay such clearance. This clearance will allow all Contract personnel the ability to rotate between the two facilities as needed.

11.4.2 Initial Security Orientation by the County

Before commencing service, all full-time contract Personnel, regardless of location, position or hours of employment, shall complete a minimum of eight hours of orientation provided by the County. Part time and agency personnel shall complete a minimum of 4 hours of security training.

11.4.3 Application of Milwaukee County Rules

Personnel shall be subject to all rules and standards of conduct of the County, including the rules set forth by the County.

11.4.4 Cooperation with Investigations

The Contractor and personnel shall cooperate with investigations conducted by the County, including, but not limited to, investigations that concern inmates, County employees, services, the program, personnel and the Contract.

The Contractor shall report to the Jail Administrator and the Superintendent regarding initiation and results of all investigations, corrective actions and personnel actions conducted by the Contractor regarding Personnel, the Program and the Contract. However, the findings of a County investigation shall be dispositive of the matter.

The provisions of this Section shall survive the expiration or termination of the Contract.

11.4.5 Cooperation in Litigation

The County shall not be responsible for representing or defending, or for any costs, damages or attorneys' fees incurred by the Contractor or Contractor's personnel, agents, subcontractors, or independent contractors in connection with any lawsuit.

The Contractor shall make all reasonable efforts to cooperate with the County in the defense of any litigation brought by any person not party to the Contract, including suits that concern services, the program, or the Contract. The Contractor shall make all reasonable efforts to cooperate with the County in litigation or other legal proceedings involving the County whether the Contractor is a party, or where litigation is anticipated but has not commenced. Cooperation in litigation shall include, but not be limited to, the timely and accurate provision of documents, including copies of medical records, the appearance of Contractor and Subcontractor employees at meetings, depositions, hearings and trials, and other assistance, including the provision of affidavits, that may

be requested from time to time by County counsel, the Wisconsin Attorney General, and Milwaukee County District Attorneys.

Upon the request of the County, the Contractor shall provide the County with the details of any litigation concerning services, the program or this contract in which the Contractor or any Personnel are parties, including the case name and docket number, the name(s) of the plaintiff(s) and defendant(s), the names and addresses of all counsel appearing, the nature of the claim, and the status of the case.

The fact that an issue is in litigation shall not relieve the Contractor of any obligations under the Contract.

The provisions of this Section shall survive the expiration or termination of the Contract.

11.4.6 Smoking, Tobacco and Marijuana Products

Personnel shall be subject to the policy of the County prohibiting smoking or the possession or use of tobacco and marijuana products at any facility or on the grounds of any facility. Contract personnel will comply with County policy regarding this matter.

11.4.7 Workplace Violence

Personnel shall be subject to the provisions of Prevention and Elimination of Workplace Violence.

11.4.8 Professional Boundaries and Dress Code

It is County policy that all employees, Contractors, and volunteers maintain professional boundaries with inmates. Any act by Contractor personnel that violates professional boundaries is prohibited. All allegations and incidents involving the violations of professional boundaries shall be reported and fully investigated and may result in action up to and including criminal prosecution. Personnel shall wear external name badges or labels. Body piercings and tattoos that pose security risks or compromise therapeutic boundaries shall not be allowed.

All Personnel will be required to attend new employee security orientation and annual training on professional conduct and PREA provided by the training staff.

11.5 CONTRACTOR REQUIREMENTS

11.5.1 Contractor Personnel Orientation

All new full-time Personnel shall be required to complete 8 hours of security training prior to providing services under the Contract. Part-time staff shall be required to receive 4 hours of security training. Exceptions will be noted for intermittent staff such as specialty staff that will require escort. The Contractor shall submit an orientation program for all health care staff. The Contractor shall provide the County with comprehensive orientation curricula, schedules, appropriate forms, tracking and record keeping, and required location of documentation to support evidence of orientation of Personnel.

11.5.2 Contractor Training and Documentation

The Contractor, in conjunction with the County, shall develop and publish a calendar of not less than monthly training on the various topics listed in County employee health education training sections of this RFP.

The Contractor shall maintain a database of all orientation and training of Personnel, by individual, by facility, by date, by topic, and by number of hours. The Contactor shall provide a training report to each facility upon request of the County.

11.5.3 Training of Custody Staff

The Contractor shall coordinate with the County and participate in the development of curriculum and the presentation for orientation and in-service training of County employees every two years on topics including:

- CPR/AED/first aid;
- Suicide prevention;
- Communicable disease (HIV, hepatitis, tuberculosis, influenza, MRSA);
- Identification and referral of health care problems;
- Infectious disease;
- Biohazards materials and waste;
- PREA;
- Substance abuse;
- Intoxication and withdrawal;
- The identification and treatment of mental illness;
- Progressive cognitive diseases;
- Management and treatment of special populations;
- Other training as deemed necessary by the County.

11.5.4 Employee Health Education

The Contractor shall provide the County employees with an occupational health and education program. The education shall focus on both employee occupational health issues and inmate health issues. The Contractor shall develop the content of the employee health education in consultation with and subject to the approval of the County.

11.5.5 Employee Testing and Inoculations

The Contractor shall offer tuberculosis testing, influenza, and hepatitis B inoculations and other vaccines as may be needed from time to time to all Contractor personnel, and for County personnel if requested. The Contractor shall ensure that all personnel, including County personnel if requested, with routine and/or direct inmate contact receive annual tuberculosis testing. The Contractor shall maintain an up-to-date database on all such tested employees, including any County employees as requested. The Contractor shall provide the Superintendent and/or Jail Administrator with records of any testing and inoculations requested by and provided to County employees.

11.5.6 Emergency Medical Care for Personnel, County Employees and County Visitors

The Contractor shall provide emergency medical care for all Personnel and County employees in the event of accidents or incidents requiring emergency medical response.

In the event of a communicable disease event at either facility, the Contractor shall provide exposure follow-up, contact tracing, coordination with the Department of Public Health, and roll call education. In addition, the Contractor shall provide emergency medical care to all visitors and any other persons within the confines of the facilities. After the emergency, the Contractor may refer such persons to outside medical providers or facilities, or refer such persons to their personal primary care physician and other provider(s) for follow up care. The Contractor shall not be responsible for any routine health care for personnel, County employees, visitors, or other persons on-site at the facilities.

11.6 Hiring, Termination and Denial of Entrance

The Contractor will be responsible for ensuring that its personnel, including subcontractors, adhere to Milwaukee County security and clearance procedures. The Contractor shall have the sole and exclusive right to hire and terminate personnel in accordance with security compliance regulations and policies.

Monthly, Contractor shall provide the County with a list of all personnel who have been hired or separated from employment during the previous month. The Contractor shall provide names, position numbers, titles, FTE, facility assignment(s), and shift(s) for each such position. In the case of personnel who have separated from employment, the Contractor shall also include separation status (i.e., resignation or termination) and the reasons for separation. For any personnel separated from employment for an act of commission or omission that has impaired or has the potential to impair the safety and security or the health of one or more inmates or of staff, the Contractor shall immediately provide the County separation information, including the reason for termination.

Milwaukee County may bar any Personnel from entering facilities or providing services under this Contract where the County has determined that an act or a series of commissions or omissions by such Personnel has significantly impaired or has the potential to significantly impair safety and security or the health of one or more inmates. Milwaukee County shall notify the HSA of such denial and the reason(s) for denial as soon as reasonably practicable.

11.7 Staffing Diversity

The Contractor, as part of its staffing pattern, shall strive to reflect cultural competency and cultural sensitivity. An adequate degree of matching staff characteristics to program participant characteristics and demographics shall be made. The Contractor should recognize diverse groups and strive to hire personnel that reflect the ethnic and linguistic diversity of the population it serves.

11.8 Compensation and Benefits of Personnel

The Contractor shall have the sole and exclusive responsibility for determining the compensation, based on competitive community salaries, terms and conditions of employment or engagement and benefits of, and for paying all compensation and other benefits to, their respective personnel.

11.9 Personnel Records and Milwaukee County Access

During the individual's employment, the Contractor shall maintain a personnel record and a separate medical file for each employee at the facility where the employee is assigned. The personnel record shall include a certificate of licensure, registration, or certification; work performance issues; and training records. The file shall also include evidence of a pre-employment physical examination, required testing, and immunizations. The Contractor shall provide the County with this documentation upon request, in accordance with Wisconsin Privacy Act.

12 LICENSURE, CREDENTIALING, AND QUALIFICATIONS

12.1 Licensure

The Contractor shall insure that all personnel are licensed, certified, or registered to the extent required by the State of Wisconsin and as necessary for the Contractor to fulfill its obligations under this Contract. All licensed, certified, or registered personnel shall practice solely within the scope of such licensure, certification, or registration, as well as their level of experience and competency. The Contractor shall provide to its personnel any required continuing education, on-the-job training, clinical instruction, and supervision as deemed appropriate by the Contractor.

12.2 Credentialing Physicians and Others

The Contractor shall conduct credentialing, including requirements by the regulations of the Board of Registration of all physicians. This applies to any physician currently or previously working at Milwaukee County facilities under any contract. Each physician credential file shall be kept up-to-date and shall contain at a minimum the following documents:

- Copy of verified Wisconsin license to practice medicine;
- Copy of application for initial or renewal registration;
- Copy of federal controlled substance registration;

- Copy of Wisconsin controlled substance registration;
- Evidence of malpractice insurance with claims and/or lawsuits pending or closed during past 10 years verified by physician's insurance carrier;
- Copies of verified medical education documentation including medical school, internship, residency, and fellowship programs;
- Query of the National Practitioner Data Bank;
- For foreign medical school graduates, query of the American Medical Association foreign medical graduate verification service;
- American Board of Medical Specialties (ABMS) board certification, or evidence to support board eligibility defined by the ABMS criteria;
- Current BCLS/CPR certification.

A physician shall not commence employment under this Contract while the full credentialing process continues without evidence of a Wisconsin license to practice, evidence of DEA and Department of Public Health registration, and evidence of malpractice insurance, at a minimum. Specialty clinic physicians, retained by the Contractor on a part-time basis, who have privileges at a licensed Wisconsin hospital, may substitute documentation from such hospital if it meets conformance. All physicians shall have credential files updated annually. Milwaukee County shall have access to and may copy any such credentialing records.

The Contractor shall conduct initial credentialing and periodic re-credentialing for dentists, nurse practitioners, physician assistants, advanced practice RNs, clinical nurse specialists, and others and in compliance with NCCHC standards.

12.3 MEDICAL STAFF QUALIFICATIONS

12.3.1 Primary Care Physicians, Medical Directors, and Psychiatrists

The Medical Director, physicians, and psychiatrist shall have the following minimum qualifications:

- The physician shall be a graduate of a Liaison Committee on Medical Education (LCME) or American Osteopathic Association (AOA) approved medical school in the United States or Canada, or an international medical graduate who has completed either a fifth pathway year or a valid Educational Commission of Foreign Medical Graduates (ECFMG) certificate.
- The physician shall hold a current valid, unrestricted license to practice medicine in Wisconsin.
- The physician shall have completed an Accreditation Council for Graduate Medical Education (ACGME) approved residency program.
- A physician designated as Medical Director shall specialize in family practice, internal medicine, preventive medicine, infectious diseases, surgery, or emergency medicine.
- A physician who has not graduated from a medical school accredited in the United States shall have performed a residency in the United States.

12.3.2 Specialty Physicians

Physicians who provide specialty services, either on-site at a facility or off-site, including telemedicine, through a prearranged agreement with the Contractor, shall have the following minimum qualifications: A current valid, unrestricted license to practice in Wisconsin.

12.3.3 Other Physicians

Physicians retained on a per diem or locum tenens basis shall have the following minimum qualifications:

- The physician shall be a graduate of a LCME or AOA approved medical school in the U.S. or Canada, or an international medical graduate who has completed either a fifth pathway year or a valid ECFMG certificate.
- The physician shall possess a currently valid, unrestricted license to practice in Wisconsin.
- The physician shall have completed an ACGME-approved residency program or is currently in the final year of residency.

12.3.4 Advanced Practitioner

Prescribing guidelines for nurse practitioners, physician assistants, clinical nurse specialists, and others shall comply as required by law.

12.3.5 Nurses

All nurses shall have graduated from an accredited RN or LPN program and hold applicable Wisconsin licenses. Medical assistants must be certified through an accredited program.

12.3.6 Mental Health Professionals

Qualified mental health professionals shall be appropriately licensed or license eligible in Wisconsin.

12.3.7 Ancillary Health Care Personnel

All other ancillary health care personnel including, but not limited to, x-ray technicians, physical therapists, phlebotomists, podiatrists, and optometrists shall meet applicable Wisconsin regulatory requirements and community certification training standards.

13 CONTINUOUS QUALITY IMPROVEMENT

13.1 General CQI Expectations

The Contractor shall develop and provide site-specific, planned, systematic, and ongoing continuous quality improvement (CQI) processes consistent with NCCHC guidelines. A multidisciplinary team shall meet monthly for monitoring, evaluating, and improving the quality and appropriateness of medical, dental, and mental health care provided to inmates. The Contractor shall identify quality indicators in the form of outcome measures to monitor the quality and appropriateness of care. The CQI Committee should identify situations, evaluate

and, upon identification of such problems, take corrective action. The CQI program shall keep supportable data collected and compiled on all service areas provided by the Contractor, demonstrating both efficiency and quality. Monthly reporting is mandatory to the County, pursuant to the Consent Decree and required to initiate payment for the reporting month. The goal is to assure adequate access to care for inmates with serious medical illness, to correct identified deficiencies, and to improve inmate outcomes through self-monitoring.

The Contractor shall provide the County with documentation of an appropriate continuous quality improvement program for its subcontractors, including, but not limited to, laboratory, x-ray, pharmacy, phlebotomy, psychiatric, and dental services.

13.2 Peer Review, Mortality Review and Case Review

The Contractor and its personnel shall participate in clinical performance enhancement review, mortality review, case management review, and other such functions, and shall cooperate with such additional clinicians in achieving the common goal of providing quality clinical services to inmates. All processes shall comply with NCCHC accreditation standards. The Contractor shall submit a complete description of its risk management program.

14 PERFORMANCE MEASURES

14.1 Contract Monitor

A Contract Monitor appointed by the County will attend meetings and participate in the CQI Committee. Monitor will review studies, methodology, and annual audit plans. The Contract Monitor will work closely with the health administrator and review the following routine activities:

- Review and monitor progress of NCCHC requirements for accreditation;
- Monitor monthly personnel positions reports, specifically:
    - Track all clinical positions for vacancies and number of days (unfilled) monthly;
    - Track all clinical positions filled by agency and number of days (used/month) monthly;
    - Track all sick calls by position per month;
    - Track resignations by class (exit interview);
    - Track Contractor-initiated terminations by class.

14.2 Clinical

Contractor will provide monthly reports to the County, demonstrating that the following occur:

- Reviews of all time-specific metrics and deliverables (for example, receiving screenings, initial health assessments, medical services provided, sick call responses) as described

in this RFP and as required by the NCCHC standards and any associated contract to ensure compliance;

- Tracking and analysis of emergency medical transfers to evaluate clinical necessity;
- Tracking of time from specialty referral made until patient is seen by a specialist;
- Tracking and analyzes the number of inmates hospitalized (by diagnosis);
- Tracks and analyzes the number of days inmates are hospitalized, including, but not limited to, average length of stay;
- Performs daily checks on health status of hospitalized inmates;
- Review of medication administration records (MARs), to include patient refusals;
- Sampling of health records as per NCCHC standards.

14.3 FISCAL

The Contractor shall submit a proposed mechanism for review of cost containment procedures that will result in a reduction of mutually agreed-upon contractual costs between the parties. The Contractor shall have a management information system capable of providing statistical data necessary for the self-evaluation and monitoring of health and mental health services. The Contractor shall establish measurable patient care and fiscal outcomes based on NCCHC standards.

14.4 REPORTING AND COMPLIANCE

14.4.1 Minimum Requirements

The Contractor shall appoint a staff member to work closely with the County's Contract Monitor and provide the following (not exclusively) reports and documentation on an established basis:

- Health record audit documentation for all disciplines;
- Monthly statistics by discipline and category, including unsuccessful completions and wait times;
- Staffing vacancies by position, hours, and FTE, reported weekly;
- Staffing disciplinary matters that directly impact patient care, reported weekly;
- Work hours on-site and coverage gaps;
- Recruitment efforts and list of eligible candidates;
- Monthly grievance log;
- Medication errors and pharmacy reports;
- Inpatient hospital and emergency reports;
- Utilization management reports;
- Suicide watches and special management placements;
- Intake receiving/screening timeline report.

14.4.2 Additional Contract Management Reports:

- Monthly utilization and administrative reports;

- Monthly time reports;
- Monthly off-facility transfer reports;
- Monthly physician and advanced practitioner matrix reports;
- Monthly nursing matrix reports;
- Monthly position control and vacancy reports;
- Monthly statistical reports;
- Monthly fiscal reports, including pharmacy, of amount budgeted vs. actual;
- Annual reports;
- Included are reports identified in sections 14.2 and 14.3.

15 ACCREDITATION

15.1 STANDARDS OF CARE

The Contractor is required to abide by the 2018 NCCHC Standards for Health Services in Jails. NCCHC has offered a voluntary health services accreditation program since the 1970s. The accreditation process uses external peer review to determine whether correctional institutions meet these standards in their provision of health services. NCCHC renders a professional judgment and assists in the improvement of services provided.

NCCHC also offers accreditation for opioid treatment programs (OTP) in correctional facilities. OTP accreditation enables OTPs to obtain legally required certification from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the U.S. Department of Health and Human Services. The only SAMHSA-authorized accrediting body that focuses on corrections, NCCHC has developed standards that are based on federal regulations but tailored for this field.

Preparation for accreditation shall begin upon inception of the bid award. Contractor shall submit a plan and timeline, not to exceed 18 months, for successfully achieving initial accreditation, including NCCHC OTP accreditation (SAMHSA accreditation) at both facilities.

Achievement shall mean at a minimum that the facility is on “Accreditation with Verification” status. Should the Contractor fail to maintain the accreditation status for the following 18 months after accreditation is achieved, Milwaukee County reserves the right to require repayment of the incentive, in addition to any other penalties assessed in this section for loss of accreditation status.

The Contractor shall develop and maintain all required policies and procedures and documentation. Contractor staff shall assist facility staff in preparing for periodic internal compliance audits, as well as the comprehensive initial survey conducted by NCCHC. Contractor personnel shall attend all required accreditation meetings as required by the County and maintain future ongoing accreditation.

Once accredited, Contractor must ensure that facilities remain NCCHC accredited throughout the term of the contract. Results of an on-site survey that place a facility on "Accreditation with Verification" is acceptable as this is considered to have achieved accreditation status.

Placement on accreditation deferral or probation status as a result of Contractor performance may result in a penalty. A $25,000 performance penalty will be levied after 18 months of implementation should the Contractor fail to achieve initial accreditation. Subsequent corrective action plans must satisfy all deficiencies within 6 months of NCCHC determination (100% of "essential" standards and 85% of "important" standards). **A determination of probation or deferral may be grounds for termination of the Contract.**

After achieving initial accreditation, it is expected that subsequent surveys and findings of "continued accreditation with verification" must be corrected within 4 months of notification. Failure to obtain reaccreditation may result in additional penalties up to $10,000 per month, at the discretion of the County.

The Contractor shall bear all accreditation costs.

The Contractor shall cooperate with the County in event of termination by either party, whether with or without cause, to ensure that the County can maintain accreditation. Such cooperation shall include the provision to the County of all information, documents, records, and data related to accreditation compliance.

15.2 Policies, Manuals, and Documents

The policies, manuals, and documents listed below (not exclusively) are to be signed and dated by appropriate staff in accordance with accreditation requirements:

- National clinical treatment guidelines for physician and midlevel providers;
- Mental health treatment manual;
- Nursing assessment protocols;
- CQI manual and reports;
- Policies, procedures, and manuals for each discipline;
- Diagnostic manuals;
- Infectious disease control manuals and reports;
- Hepatitis control guidelines and protocols;
- Electronic health records manual;
- Pharmacy manual;
- Orientation and training manuals;
- Emergency response plan.

16 PHYSICAL PLANT, EQUIPMENT, SUPPLIES, COMPUTERS, AND TELECOMMUNICATIONS

16.1 EQUIPMENT AND FURNISHINGS

The County will provide office space and conference rooms at the facilities and the use of equipment, including office furniture currently being used at the facilities, to provide health care services to inmates. Milwaukee County shall provide at its cost and expense all utilities, including electricity, heat, ventilation, air conditioning (where already present), hot and cold water, and sewerage, each as reasonably required by the Contractor to perform its obligations in a timely, competent, and efficient manner. The County will provide necessary maintenance and housekeeping of the office space at the facilities. The County is responsible for the costs of medical records shredding, but the Contractor is responsible for coordinating the records destruction process.

Technological equipment and telecommunications are governed by Section 16.8: Computers and Network Access.

Failure to adequately inspect the premises shall not relieve the successful Contractor from furnishing, without additional cost to the County, any materials, equipment, supplies, or labor that may be required to carry out the intent of the RFP. Submission of a Proposal shall be construed as evidence that the Contractor has made necessary examination, inspection, and investigation.

16.2 EXCLUSIVE USE

Contractor's personnel shall not use Milwaukee County equipment, premises, supplies, or employees for any purpose other than in the performance of obligations under the Contract.

16.3 MAINTENANCE, REPAIR, AND REPLACEMENT OF MEDICALLY PRESCRIBED DEVICES

The Contractor shall be responsible for timely maintenance, repair, and replacement of all equipment necessary due to reasonable and expected wear and tear. Maintenance, repair, and replacement due to loss, damage, or destruction is to be provided for the delivery of health care to inmates during the term of the Contract. General scheduled maintenance and inspections for x-ray and other medical equipment are required to be maintained in accordance with manufacturer's suggested maintenance schedule. The Contractor shall maintain a log of all maintenance, repair, and replacement of medically prescribed devices.

16.4 ACCESS

Subject to County security and entrance procedures, health care staff and any of the Contractor's employees or agents shall have reasonable access throughout each facility. Contractor staff may utilize areas such as the cafeteria, break rooms, and conference rooms as needed. Such access shall be subject to the same availability that is afforded County employees.

16.5 SUPPLIES AND EQUIPMENT

The Contractor shall make provisions for and be responsible for all costs associated with medical supplies, forms, office supplies, books, periodicals, software, and prosthetic devices.

The Contractor shall purchase all consumable medical supplies and pharmaceuticals and shall purchase or lease all items of equipment deemed necessary to perform health care services at the designated facilities during the term of the contract. The Contractor shall be responsible for purchase or lease of all copy machines, computers, and other office equipment necessary to perform routine administrative functions, and will be responsible for determining its own needs.

County will maintain all County-owned equipment and shall provide all reasonably required medical equipment with a value more than $1,500 necessary to provide health care services in the facilities. Annual inventories will be required. The Contractor shall inventory supplies and equipment and provide efficient systems for strict accountability of all supplies and equipment, including sharps, and establish par levels or other organizational and tracking efficiencies.

For radiological safety, the Contractor shall ensure the availability of lead-lined aprons, dosimeter badges for staff, and the appropriate calibration/testing of equipment. The Contractor shall also provide for the proper disposal of radiological and other chemicals utilized in the provision of services.

16.6 INMATE-SPECIFIC EQUIPMENT AND MEDICALLY PRESCRIBED DEVICES

The Contractor shall be responsible for the purchase, rent, or lease of inmate-specific equipment (e.g., special beds, walkers, wheelchairs, or other equipment not in existing inventory) and medically prescribed devices, including equipment and medically prescribed devices recommended by a physician’s order or otherwise necessary to provide quality care and promote functionality (e.g., eyeglasses, orthotics, braces). The County shall have no obligation to reimburse the Contractor for the cost of any inmate-specific equipment or medically prescribed devices purchased or leased by the Contractor. All inmate-specific equipment and medically prescribed devices that are purchased shall become the property of the County.

16.7 HAZARDOUS WASTE

The Contractor shall be responsible for the collection, packaging, storage, and disposal of hazardous and medical waste generated by the provision of services in accordance with federal, state, and local laws and regulations.

The Contractor shall provide for the proper disposal of amalgam scrap and the use of mandated amalgam scavenger system.

16.8 COMPUTERS AND NETWORK ACCESS

The Contractor shall provide sufficient computers and workstations with email access at each facility to expedite communication. The Contractor shall be responsible for purchasing or providing computer equipment that meets the standards of the County. Personnel may bring laptop and tablet computers or cellphones into the facilities only upon the prior approval of the MCJ and HOC. Such devices shall be subject to inspection and personnel shall adhere to all County policies regarding the use of laptop and desktop computers.

The Contractor shall ensure that personnel whose duties require them to be immediately accessible both on- and off-grounds can be reached at all times, and shall ensure that any on-call personnel are listed by name, title, and contact method(s). The utilization of electronic devices, including cellular telephones, personal message communication or "beeper" systems, and electronic storage devices in the facilities is subject to County policies and inspection by security personnel.

The County shall provide Contractor with access to the County Network for the purpose of obtaining Internet access through a private VLAN that spans the County LAN / WAN. The County will charge an annual fee of $6,000 to the Contractor to cover maintenance, support, and license costs related to providing this service. County approval shall be required for connecting any computer equipment to the existing network and for the connection of any wireless routers or access points to the network. The Contractor shall be responsible for the cost of installing any additional new network cabling, subject to the prior review and approval of the County. Network cabling must meet or exceed the current County specifications.

The County shall provide access to phone jacks that are currently connected to the County phone PBX at both facilities. Vendor will be charged an upfront one-time license fee of $35 and $170 ($205 total) for a standard County phone for each required phone extension. Personnel shall adhere to County policies governing the utilization of County telephones.

Contractor will be responsible for payment of long distance phone carrier services and purchase of minor equipment, up to $1,500 purchase price, within the facilities for use of its personnel. Subject to the capacity of the County’s communication infrastructure, and upon prior County approval, the Contractor may be permitted to install additional telephone lines at its cost and expense. The Contractor shall be responsible for payment of the monthly service charges for additional telephone lines.

Milwaukee County network and components are managed by the County's Information Management Services Division (IMSD). Coordination will be required with the County IT department. All support-related calls for service must be directed to the IMSD Help Desk.

The County shall assist the Contractor with coordination of any requested interface to County's Correctional Management System (Pro Phoenix CMS) for the purpose of providing inmate and booking information such as inmate demographics, new intakes, housing changes, releases, etc. Contractor shall be responsible for any costs related to implementation of the requested interface.

17 HEALTH RECORDS AND DATA

17.1 EXISTING HEALTH RECORDS AND FORMS

The Contractor shall provide and utilize health record forms approved by the County and Contractor. The cost of all digital and hard copy health record documents, forms, binders, and supplies are the responsibility of the Contractor.

The Contractor shall ensure that all services are properly, legibly, and timely recorded in each inmate's health record. Each entry shall be signed legibly (or digitally) and dated. The Contractor shall ensure that each inmate's health record includes all hard copy health care related forms and all documentation received from off-site providers, hospitals, emergency rooms, and clinics. The Contractor shall ensure the maintenance and confidentiality of the health record. The Contractor shall comply with all state and federal guidelines regarding the release of information from the health record. All documents related to inmate health care including dental, mental health, and consultations, regardless of origin, shall be filed in one consolidated medical record.

All health records prepared by the Contractor are the sole property of the County, but shall remain in the custody of the Contractor during the term of this Contract. The Contractor shall be the keeper of all health records, including the health records of discharged inmates.

Consistent with applicable regulations and standards, the Contractor may establish and collect fees for providing copies of health records to persons other than County employees, including records provided in response to subpoenas, to inmates and to inmates' attorneys. At the expiration or termination of this Contract, the custody of such health records shall be transferred to the County.

Health records of inmates who have been released from the custody of the County shall be maintained by the Contractor throughout the course of the Contract, at the Contractor's expense and in a documents archive location, if necessary, approved by the County. If there is a separate archive location outside of the facilities, any cost of record retrieval shall be borne by

any third party requesting retrieval. Requests for retrieval of records made by County staff will be without cost.

Personnel shall not make personal copies of health records, remove health records from a facility, alter health records, or disseminate health records to anyone not authorized by Milwaukee County or other applicable state law to access health records.

17.2 ELECTRONIC HEALTH RECORD

The Contractor shall implement an electronic health record (EHR) to support services including medical services, nursing services, ambulatory care units, dental services, and mental health services. The Contractor is encouraged to include innovative clinical and operational solutions to improve the efficiency of the health services program operations, e.g., electronic sick call, electronic nursing protocols, and others. Milwaukee County may consider future purchase and ownership of an electronic health care system. Coordinated efforts will be expected with the County and the Contractor, should this occur during the course of, or at termination of, the Contract. Detailed information must address EHR data transfer, configuration, project timeline and interface with other systems, including Clinical Solutions, Correctional Management System (Pro Phoenix) and Wisconsin Statewide Health Information Network (WISHIN, described below).

The EHR shall include a software solution including license(s), hardware, implementation, and maintenance and support services that leverage the County's existing network infrastructure and is hosted off-site by the Contractor. The software should be configured to provide a core set of EHR features that meet business and functional requirements.

The Contractor shall provide a detailed plan and cost as to how many desktops/workstations, printers and other equipment will be needed to support an end-to-end EHR solution for the County's facilities. The County shall maintain ownership of all computer equipment procured under this Contract. The Contractor shall detail how it plans to ensure the successful transfer of ownership of any equipment at the expiration of the Contract.

The Contractor shall specify and guarantee the minimum hardware/software/browser requirements for all desktops/workstations used to access or support the EHR application.

The EHR shall utilize either the County's current network infrastructure or an alternative infrastructure solution proposed by the Contractor. For alternative infrastructure hosting proposals, the Contractor's proposal shall include a detailed cost and plan to transition inmate's data to the County upon termination of the Contract. It is the intent of the County to have the option to transfer all rights to the selected EHR to the County upon completion of the Contract. The plan and cost to execute this transfer of software rights must be incorporated into Respondents' Cost Proposal.

17.2.1 Progress Notes

Progress notes shall be documented in the health record for all open medical and mental health cases at each clinical contact and at a frequency dictated by the inmate condition, status, and level of care, and shall include, at a minimum:

- Documentation of treatment plan implementation and progress;
- Documentation of all treatment provided to the inmate/detainee;
- Chronological documentation of the inmate/detainee's clinical course;
- Descriptions of each change in the inmate/detainee's condition;
- Documentation of suicidality or violent behavior with a history of all attempts of suicide and self-mutilation.

Progress notes shall be comprehensive and entered into the EHR, with the date and time indicated, and signed by the QMHP. All entries shall be in the subjective, objective, assessment, and plan (SOAP) format with all subjective interpretations supplemented by a description of actual behavior observed or reported. Plans shall include individual specific recommendations based on clinical contact and mental health classification.

17.3 Electronic Health Information Exchange: Wisconsin Statewide Health Information Network

The County requests that the Contractor become a participant with a non-profit corporation that provides a statewide health information exchange to promote better efficiency in the delivery of health care services and to ensure continuity of care for inmates upon release into the community.

The Wisconsin Statewide Health Information Network (WISHIN), is “building a statewide health information network to connect physicians, clinics, hospitals, pharmacies, and clinical laboratories across Wisconsin. The Statewide Electronic Health Information Exchange (HIE) allows providers real-time access to a patient’s records at other facilities and can lead to better clinical decisions, less duplication, more effective transitions of care, and reduced administrative costs.” The community health record is vital to ensure continuity of care for inmates upon release.

WISHIN typically works with an EMR/EHR vendor to set up one or more automatic data feeds from the EMR/EHR to the community health record. These feeds are usually real-time, and do not require any manual intervention from the provider(s).

The Contractor shall contract with WISHIN for a WISHIN Pulse subscription and agrees to fully participate in the WISHIN network. Contractor may opt to use WISHIN Direct+, but usage is not required. Contractor is responsible for subscription fees and shall comply with all restrictions, staff training and usage, and federal HIPAA regulations. The Contractor shall commit and build required resources to access the web portal. Implementation involves commitment of technical resources to interface the electronic health record with the WISHIN network, to facilitate the sharing of patient health information.

Respondents should contact the following individuals at WISHIN for additional information. Proposals should include a clear plan for utilization of the WISHIN network and a project timeline for implementation.

Laura Widder, Project Director 608-274-1820 lwidder@wishin.org	Steve Rottmann, COO 608-274-1820 srottmann@wishin.org

17.4 MCJ AND HOC RECORDS AND INVESTIGATIVE REPORTS

Personnel shall have access to inmate's records on a need-to-know basis. Upon authorization of the Superintendent or Jail Administrator, the Contractor may have access to County investigative reports concerning personnel or for the purposes of quality assurance and risk management.

17.5 INMATE MANAGEMENT SYSTEM

Milwaukee County utilizes the Pro Phoenix Inmate Management System (IMS), an automated information database that provides processing, storage and retrieval of inmate information needed by County personnel to carry out their functions, including classification, housing placement, program, and special needs assessments and reentry.

The County shall assign IMS "profiles" to Contractor personnel based upon personnel job functions. The Contractor shall ensure that all personnel receive necessary training in a timely manner and appropriately utilize IMS by viewing and entering data into appropriate screens. Said screens will apply to HIPAA regulations and may include the following:

- Intake data
- Mental health / substance use history
- Suicide query
- Medical orders
- Mental health watch
- Restrictions / special needs
- Incidents
- Disciplinary
- Scheduling
- Medical information view
- Mental health watch view
- Inmate insurance

The Contractor shall ensure that personnel at all facilities are fully trained in their roles and responsibilities concerning IMS, that each staff person has the proper IMS profile(s), and that each staff fully utilizes and updates IMS. The Contractor shall ensure that personnel assigned

IMS access actively maintain their password and accounts, as well as the security of the network and the content of information they access. The Contractor shall provide supervision and evaluation of its staff regarding their usage of IMS. This supervision shall include, but not be limited to, ensuring full usage of the database and conducting periodic audits for data quality purposes. Any deficiencies self-discovered or identified to the Contractor by the County shall be promptly corrected.

17.6 Mortality Review Records

The Contractor shall conduct a mortality review in accordance with NCCHC standards for every inmate death within 30 days of the death. The Contractor shall provide the County with records and reports of mortality reviews of inmate deaths. Reports shall be submitted in a format specified by the County. Mortality reviews are protected. County legal counsel may take part in the review process. Disclosure of these reports is exempt from Wisconsin public record provisions.

17.7 Confidentiality

In performing its obligations under the Contract, including, but not without limitation, its reporting obligations, the Contractor shall comply with all confidentiality provisions applicable to inmate health records. The Contractor shall not be required to make any report or keep any record that would either (1) breach a confidentiality requirement or (2) constitute waiver of any privilege that the Contractor may have, such as an attorney-client or peer review privilege. If necessary to protect the confidentiality of health records, the Contractor may redact inmate health records to delete identifying information in connection with submission of such reports, except for submission of reports to the County.

18 CONTRACT ADMINISTRATION

The Contractor agrees to abide by Milwaukee County's contractual terms and conditions as listed in this Section. Any exceptions to the terms and conditions shall be noted in a Respondent's Proposal and reason for the exception request clearly stated. Milwaukee County reserves the right to reject Proposals requesting material deviation from the standard terms and conditions, or to accept such deviations, based on the County's best interests.

18.1 Records and Audits

Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, Contractor shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or

characteristics, which has been created or is being kept by Contractor, including, not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Contract, at no cost to Milwaukee County. Any subcontracting by the prime Contractor in performing the duties described under this Contract shall subject the subcontractor and/or its associates to the same audit terms and conditions as the prime Contractor. There must be a written contractual agreement between the prime Contractor and its County approved subcontractor(s) and/or associates which binds the subcontractor to the same audit contract terms and conditions as the prime Contractor. The prime Contractor and any subcontractor(s) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than five years after the conclusion of each contract term.

18.2 CHRISTENSEN DECREE

The parties agree that, unless otherwise addressed in this Agreement (e.g., section 10.8), all terms and conditions of the *Christensen* Decree (*Christensen v. Milwaukee County*, Case No. 96-CV-1835) existing at the time this original contract commenced must be met or exceeded and maintained through the entire term of the contract and subsequent extensions, unless such Decree is terminated earlier.

18.3 INDEPENDENT STATUS

The parties acknowledge that the Contractor is an independent contractor and that all medical care decisions will be the sole responsibility of the Contractor. Nothing in this Agreement is intended, nor shall they be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, joint employer or any other relationship allowing the County to exercise control or direction over the manner or method by which the Contractor, its employees, agents, assignees or its subcontractors perform hereunder.

18.4 TERMINATION

This Agreement may be terminated as provided in the Agreement or as follows:

1. **Termination by Agreement.** In the event that County and Contractor mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.

2. **Termination for Default.** In the event the County or Contractor shall give notice to the other that such other party has materially defaulted in the performance of any of its material obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice in writing, the party giving the notice shall have the right immediately to terminate this Agreement.

3. **Unrestricted right of termination**. The County further reserves the right to terminate this Contract at any time for any reason by giving Contractor thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination.

4. **Annual Appropriations and Funding.** Both parties acknowledge that the performance of this Agreement and payment for medical services to Contractor pursuant to this Agreement is predicated on the continued annual appropriations by the Board of Supervisors of Milwaukee County to meet the medical needs of the Inmates in the facilities and the Sheriff's and Superintendent's ability to perform under this Agreement.

5. **Processing and Return of County Data.** Upon termination of this Agreement, for whatever reason, Contractor shall stop the processing of County data, unless instructed otherwise by the County, in writing; and, these undertakings shall remain in full force and effect until such time as Contractor no longer possesses the County's personal data.

18.5 Other Contracts & Third Party Beneficiaries

The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only, and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries hereof.

18.6 Subcontracting and Delegation

In order to discharge its obligations hereunder, Contractor may engage certain health care professionals as independent contractors rather than as employees. The Sheriff or Superintendent may request to approve such professionals, but approval will not be unreasonably withheld. Subject to the approval described above, the Sheriff and Superintendent consent to such subcontracting or delegation. As the relationship between the prime Contractor and these health care professionals will be that of independent contractor. Contractor will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. Contractor will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, Contractor shall exercise administrative supervision and clinical oversight over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of prime Contractor under this Agreement, prime Contractor shall obtain proof that there is in effect a professional liability or medical malpractice insurance policy, as applicable coverage for each health care professional identified herein, in an amount of at least one million dollars per occurrence/three million dollars annual aggregate limit. As requested by the Sheriff or Superintendent, Contractor will make

available copies of subcontractor agreements providing service under the Agreement. Contractor agrees that all prime Contractor's subcontractors shall be subject to a background check by the Sheriff or Superintendent, as the Sheriff or Superintendent shall direct.

18.7 Force Majeure

Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by, without limitation, acts of nature, acts of public enemy, fire, explosion, government regulation, civil or military authority, acts or omissions of carriers or other similar causes beyond its control.

18.8 Sheriff's and Superintendent's Satisfaction with Health Care Personnel

Sheriff and Superintendent reserve the right to approve or reject in writing, for any lawful reason, any and all Contractor personnel or any independent contractor, subcontractors or assignee of the Contractor assigned to this contract. Additionally, Sheriff or Superintendent may deny access or admission to Facilities at any time for such personnel. Such access will not unreasonably be withheld by Sheriff or Superintendent. Sheriff and Superintendent will require and be responsible for criminal background checks and initial drug testing of all Contractor personnel, at County's expense, prior to any such personnel's initiation of recurring services.

If the Sheriff or Superintendent becomes dissatisfied with any personnel provided by Contractor hereunder, or by any independent contractor, subcontractors or assignee of Contractor, Contractor, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff or Superintendent of the grounds for such dissatisfaction, exercise its best efforts to resolve the problem. If the problem is not resolved to the Sheriff's or Superintendent's reasonable satisfaction, Contractor shall remove or shall cause to be removed any employee, agent, independent contractor, subcontractor, or assignee about whom the Sheriff or Superintendent has expressed dissatisfaction. Should removal of an individual become necessary, Contractor will be allowed a reasonable time from date of removal to find an acceptable replacement, without penalty or prejudice to the interests of Contractor.

18.9 Non-Discriminatory Contracts

1. In the performance of Services under this Agreement, Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking. Contractor shall ensure fair and equal access and freedom from discrimination that includes, but is not limited to, the following areas: employment; upgrading or promotion; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, including medical benefits and paid time off; and selection for training

opportunities, including apprenticeships. Contractor shall post, in conspicuous places available to all employees, notices setting forth the provisions of the non-discrimination clause.

2. Contractor agrees that it will strive to implement the principles equal employment opportunity through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate, attached, and incorporated by reference. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Contractor's work force, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be its responsibility to show that it has met all such requirements.

3. When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

4. If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Agreement, County may terminate the Agreement without liability, or it may permit the Contractor to complete the Agreement, but, in either event, the Contractor shall be ineligible to bid on any future contracts let by County.

18.10 PUBLIC RECORDS LAW

Both Parties understand that the County is bound by the public records law, and as such, all of the terms of this Agreement are subject to, and conditioned on, the provisions of Wis. Stat. §19.21, *et seq.* Contractor acknowledges and agrees that it shall be obligated to assist the County in retaining and timely producing records subject to the Wisconsin Public Records Law when any statutory request is made, and that any failure to do so shall constitute a material breach of this Agreement, whereupon Contractor shall then be obligated to indemnify, defend, and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this Agreement.

18.11 HIPAA COMPLIANCE

To the extent that HIPAA applies to the Contractor, the Contractor shall comply with those requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and amendments related to Contractor's responsibilities pursuant to this Agreement.

In addition, if the Contractor is a "covered entity" under HIPAA, the Contractor and any subcontractor(s) shall be considered "business associates" for purposes of HIPAA and shall comply with all terms and conditions listed in Exhibit [TBD]: Business Associate Provisions.

18.12 INFORMATION TECHNOLOGY & SECURITY POLICIES, BUSINESS CONTINUITY

1. **Acceptable Use and Remote Access Directives.**
   The Contractor acknowledges that it has received a copy of the following documents:
   - Milwaukee County Acceptable Use of Information Technology Directive for Vendors;
   - Milwaukee County Remote Network Access Directive for Vendors.

   The Contractor agrees to abide by all requirements stated in the above Directives.

2. **Security Policies and Safeguards**.
   Contractor shall establish and maintain administrative, technical and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of County data and Personal Information in the possession or under the control of Contractor or to which Contractor has access, which are: (i) no less rigorous than those maintained by Contractor for its own information of a similar nature; (ii) no less rigorous than generally accepted industry standard; and, (iii) no less rigorous than as required by applicable laws. If applicable for the maintenance and support of on-premise software, the security procedures and safeguards implemented and maintained by Contractor shall include, without limitation:

   a) User identification and access controls designed to limit access to COUNTY's Data to authorized users;
   b) The use of appropriate procedures and technical controls governing data entering Contractor's network from any external sources;
   c) The use of strong encryption techniques when COUNTY'S Data is transmitted or transferred into or out of the hosted environment;
   d) Physical security measures, including without limitation securing COUNTY's Data within a secure facility where only authorized personnel and agents will have physical access to COUNTY Data;
   e) Periodic employee training regarding the security programs referenced in this Section; and,
   f) Periodic testing of the systems and procedures outlined in this Section.

3. **Security Incident Response**. In the event that Contractor becomes aware that the security of any County Data or Personal Information has been compromised, or that such County Data or Personal Information has been or is reasonably expected to be subject to a use or disclosure not authorized by this Agreement (an "Information Security Incident"), Contractor shall: (i) promptly (and in any event within twenty-four (24) hours of becoming aware of such Information Security Incident), notify the County, in writing, of the occurrence of such Information Security Incident; (ii) investigate such Information Security Incident and conduct a reasonable analysis of the cause(s) of such Information Security Incident; (iii) provide periodic updates of any ongoing investigation to the County; (iv)

develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is within Contractor's control; and, (v) cooperate with the County's reasonable investigation or the County's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident.

4. **Business Continuity**.
Contractor shall maintain appropriate contingency plans providing for continued operations in the event of a catastrophic event affecting Contractor's business operations. Contractor will furnish a summary of its business continuity policies and practices to County upon request.

19 PREPARING AND SUBMITTING A PROPOSAL

19.1 GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, the County is utilizing Competitive Negotiation, or the Request for Proposal ("RFP") process to select a Contractor to provide Managed Security Services. This process bases the Contract award on the County's evaluation of experience, ability, resources, and other pertinent factors of the Respondent in conjunction with proposed fees and costs.

19.2 INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by any Respondents in preparing and submitting a Proposal, nor for any cost associated with meetings and evaluations of Proposals prior to execution of the Contract. This includes any legal fees for work performed or representation by Respondent's legal counsel, or any costs pertaining to an appeal or administrative review process, during any and all phases of the RFP process and prior to County Board and County Executive approval of a Contract award.

19.3 SUBMITTING A PROPOSAL

Please follow these instructions to submit via the County's Bonfire Public Portal.

19.3.1 Proposal Materials

Prepare your Proposal materials. Be sure to include all requested information listed in the chart below.

Requested Documents

Name	Type	# Files	Requirement
Attachment A- Vendor Information Sheet	File Type: PDF (.pdf)	1	Required
Attachment B – Technical Proposal Cover Sheet	File Type: PDF (.pdf)	1	Required
Technical Proposal Response (Response to Requests on pages 103-124, with reference to SOW requirements on pages 25-88)	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	1	Required
Attachment C – Cost Proposal Cover Sheet	File Type: PDF (.pdf)	1	Required
Attachment D - Cost Sheet & Cost Proposal Response (Response to Requests on pages 124-125)	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	1	Required

Name	Type	# Files	Requirement
Attachment E - Proprietary Information Disclosure Form	File Type: PDF (.pdf)	1	Required
Attachment E-1 - RFP with Redacted Information - REQUIRED to be Submitted if Information Identified in Attachment E	File Type: PDF (.pdf)	1	Optional
Attachment F - Conflict of Interest Stipulation	File Type: PDF (.pdf)	1	Required
Attachment G - EEOC Compliance Form	File Type: PDF (.pdf)	1	Required
Attachment H - Certification Regarding Debarment or Suspension	File Type: PDF (.pdf)	1	Required
Attachment I: Insurance and Indemnity Acknowledgement Form	File Type: PDF (.pdf)	1	Required
Attachment L - Sworn Statement of Respondent	File Type: PDF (.pdf)	1	Required
References (page 124)	File Type: PDF (.pdf)	1	Required

Name	Type	# Files	Requirement
Additional Information	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	1	Optional

Please note the type and number of files allowed. The maximum upload file size is 100 MB. Please do not embed any documents within your uploaded files, as they will not be accessible and will not be evaluated.

19.3.2 Submitting Proposal Materials

Please submit your Proposal materials at:

https://countymilwaukee.bonfirehub.com/opportunities/9285

The Q&A period for this opportunity is **July 20, 2018 5:00 PM CST** to **August 22, 2018 5:00 PM CST.** You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **September 7, 2018 3:00 PM CST.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

19.3.3 Important Notes

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

19.3.4 Need Help?

Milwaukee County uses a Bonfire portal for accepting and evaluating Proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to

your submission. You can also visit their help forum at https://bonfirehub.zendesk.com/hc

20 PROPOSAL AND AWARD PROCESS

20.1 PRELIMINARY EVALUATION

All Proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements will result in rejection of a Proposal. Proposals that do not comply with submission instructions established in this document and/or that do not include the required information will be rejected as non-responsive. The Respondent assumes responsibility for meeting submission requirements and addressing all necessary financial, technical, and operational issues to meet the objectives of the RFP.

20.2 PROPOSAL SCORING

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive Proposals and to make a recommendation. A Respondent may not contact any member of an Evaluation Committee by any means, except at the RFP Administrator's direction. Reference the Section 2.6: Questions for additional information.

These Proposals will be reviewed by an Evaluation Committee and scored against the criteria outlined in Section 20.3: Evaluation Criteria.

20.2.1 Technical Proposal Scoring

Each Proposal will be evaluated and scored based on technical requirements. The Evaluation Committee shall conduct its evaluation of the technical merit of the all Respondents' responsive Proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each Technical Proposal. The criteria that will be used by the Evaluation Committee for the evaluation of the Technical Proposal are outlined in Section 20.3: Evaluation Criteria.

The Evaluation Committee's scoring will be tabulated and Proposals ranked based on the total numerical scores.

20.2.2 Cost Proposal Scoring

Each Proposal will also be evaluated and scored based on its Cost Proposal. The Evaluation Committee shall conduct its evaluation of the overall value of the cost model in all Respondents' responsive Proposals. Each Cost Proposal will be assigned a weighted score based on the overall best value to the County. The Cost Proposal score will be tabulated with the Technical and Resource Proposals' numerical scores to come to a final ranking for each Respondent's Proposal based on the total numerical scores. The criteria

that will be used by the Evaluation Committee for the evaluation of this RFP are outlined in Section 20.3: Evaluation Criteria.

20.2.3 Contract Award

Following final evaluation, the Evaluation Committee will advise Milwaukee County's Sheriff, Superintendent of the House of Correction, and Procurement Director regarding the Proposal selected by the Committee. The award of the Contract, if made, shall be with an organization whose Proposal provides the best value to the County. The County reserves the right to reject any and all Proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to Contract award, up to and through final action of the County Board of Supervisors and the County Executive.

20.3 Evaluation Criteria

20.3.1 Criteria Overview

The Evaluation Committee will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. Items with a P/F indicate that the criterion will be scored on a pass-fail basis only.

RFP EVALUATION CRITERIA

Proposal Area	Criteria Scored	Weight
Technical Proposal Response	**Past Performance Evaluation (PPE) and Supplier Qualifier Report – TIME SENSITIVE, see Section 21.2.** **Obligations, Standards, and Objectives** Credentials & Narrative General Obligations Coordination of Services Transition Plan **Inmate Care & Treatment** General Specific Requirements Comprehensive Mental Health Services Pharmacy Services Programs **CQI, Performance Measures, Accreditation** Continuous Quality Improvement Performance Measures Accreditation **Health Records and Data** Electronic Health Record WISHIN	30%

	Financial Capability / Risk Profile	10%
	General Criteria Inspections & Audit References Provided No Disqualifications for Fraud or Breach No Exceptions to RFP	P/F
	Staffing Plan and Personnel Requirements Medical Oversight Staffing Coverage Supervision MCJ and HOC Requirements Contractor Requirements **Licensure, Credentialing, and Qualifications** Licensure Credentialing Medical Staff Qualifications	30%
Cost Proposal Response	**Cost Sheet & Cost Requests**	30%
	TOTAL SCORE	___/100%

20.3.2 Response Guidelines

Each question in Section 21: Technical Proposal and Section 22: Cost Proposal should be re-typed in your Proposal, with your answer immediately following. Questions should be in the same font, format, and order as they appear in the corresponding Section. Responses should be brief, direct, and address all sub-questions. Please do not reference any pre-printed materials. Responses should reflect your experience, your organizational structure, and your organizational capabilities as they currently exist. Any questions requesting statistics should be answered with actual statistics; use of anticipated or target statistics is not permitted.

20.3.3 Exceptions

Respondents must review the RFP in its entirety and indicate any exceptions taken to requirements defined in the RFP. If exceptions are taken, Respondents must cite the paragraph involved, the exception taken, and state alternate language acceptable to the Respondent. Alternative language is subject to negotiation and approval. Any and all exceptions must be stated in the Proposal. Exceptions taken following submission of a Proposal will not be considered. Material exceptions taken following submission of a Proposal may be cause for a finding of non-responsibility of the Respondent, and removal from consideration for this opportunity.

20.4 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all Proposals. Additionally, the County reserves the right to negotiate the terms and conditions of the Contract with the selected Respondent, at its option.

20.5 Intent to Award

Following evaluation and scoring of all Proposals and prior to the issuance of an Intent to Award, the Evaluation Committee will submit a report with the results of the evaluation to the Milwaukee County Office of the Sheriff and Milwaukee County House of Correction. Based on this report, the Office of the Sheriff and House of Correction will issue an Intent to Award and all Respondents will be notified. Milwaukee County reserves the right to negotiate Contract terms and conditions following Intent to Award, as stated in Section 20.4: Right to Reject Proposals and Negotiate Contract Terms.

In the event that negotiations with the winning Respondent are unsuccessful, Milwaukee County reserves the right to proceed with Contract negotiations with the other responsive, responsible, high-scoring Respondents.

Prior to execution of a final Contract and if required, the Milwaukee County Office of the Sheriff and Milwaukee County House of Correction shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors. If final approval by the County Board of Supervisors and County Executive is required, the Contract will only be fully executed following receipt of such approval.

20.6 Information Release

All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the Proposal itself. Proprietary information submitted in any Proposal will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions are typically not accepted. However, when accepted, it is the Respondent's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information, and which Respondent believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form（Attachment E – Proprietary Information Disclosure）. If the Respondent so designates any such information as confidential, it must upload a version of its Proposal with all such identified information redacted (Attachment E-1）. Confidential information must be labeled as such. Costs (pricing) always become public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the Proposal submitted. Milwaukee County has the sole right to determine whether designations made by a Respondent qualify as trade secrets under the Wisconsin public records law.

Provisions of MCGO Chapter 32.47 apply to the release of information. Chapter 32.47 governs disclosure and use of information before award. After receipt of Proposals, none of the information contained in them or concerning the number or identity of Respondents shall be made available to the public or to anyone in county government. During the pre-award or pre-acceptance period of a negotiated procurement, only the procurement director or his or her designee, and other specifically authorized shall transmit technical or other information and conduct discussions with prospective vendors. Information shall not be furnished to a prospective vendor if, alone or together with other information, it may afford the prospective vendor an advantage over others. However, general information that is not prejudicial to others may be furnished upon request. Prospective vendors may place restrictions on the disclosure and use of data in Proposals. The procurement director or his or her designee shall not exclude Proposals from consideration merely because they restrict disclosure and use of data, nor shall they be prejudiced by that restriction. The portions of the Proposal that are so restricted (except for information that is also obtained from another source without restriction, or information required to be disclosed to county auditors) shall be used only for evaluation and shall not be disclosed outside the county without the permission of the Respondent.

20.7 AUDIT

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively, “Designated Personnel”) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the performance of the Contract for a period of up to three (3) years following the date of last invoice. Any subcontractors or other parties performing work under the Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on the Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

Any bidder, Respondent, Contractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Milwaukee County Code of General Ordinances. The Contractor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any

subcontractor or other parties performing work on the Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractor or other parties understand and will comply with the terms and responsibilities.

20.8 APPEAL

Protests and appeals related to this RFP are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapters 56 and 32.26. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

21 TECHNICAL PROPOSAL

Technical Proposals shall convey an understanding of the scope of services required. Through its Proposal, the Respondent offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet or exceed the RFP requirements. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.**

RFP submission must address, at a minimum, the requests enumerated below. Please indicate for each response the number of the request that it addresses (e.g. Response to Request 1, Response to Request 2…).

21.1 EXPERIENCE AND CREDENTIALS

Provide information regarding the background, expertise, qualifications, and philosophy of your organization in providing the services requested by this RFP. The Respondent should answer questions below in the following format: indicate for each response the number of the request that it addresses, including section number (e.g., Section 21.2, Question 1); indicate the question number, re-type the question, and provide your response.

1. Provide an Executive Summary that describes your organization's proposed solution, core competencies, business approach, mission, vision, and goals, and indicate what differentiates your organization from your competitors. This response should not exceed two (2) pages and should clearly describe the proposed solution. The summary should contain as little technical jargon as possible, and should be oriented toward non-technical personnel.

2. Describe the history of your organization and current operations. At a minimum, include the following:

    a. Your organizational chart, including affiliated entities.

b. A list of all states in which each entity in your organization conducts business.
c. A description of your organization's current leadership structure.

3. If you currently have an office in the State of Wisconsin, state the address, general functions of the office, and the number of full-time employees located at that office.

4. List **all** clients for whom you have provided correctional healthcare services within the last three years, including entity name, address, facility size(s), and number of years served.

5. Describe the experience your organization has in providing correctional health care services for a corrections population of comparable size to the Milwaukee County HOC and MCJ combined ADP (approximately 2,300 for 2019).

21.2 Past Performance Evaluation (PPE) and Supplier Qualifier Report

Please note that this request is a TIME CRITICAL ELEMENT OF YOUR PROPOSAL REQUIRING YOUR IMMEDIATE ACTION.

Milwaukee County will be using Open Ratings, a Dun & Bradstreet (D&B) Company to provide both *a* ***Past Performance Evaluation (PPE) and Supplier Qualifier Report.***

It is Respondent's responsibility to request (order) each report at: www.ppereports.com on a timely basis.

Open Ratings states, *"The order fulfillment process generally takes 14-21 days, but can take up to 35-45 days depending on the responsiveness of the customer references provided with the order."*

Respondent must submit (upload) color copies (original PDF images) of the Open Ratings Past Performance Evaluation Report and Supplier Qualifier Report, as part of their proposal.

Frequently Asked Questions (FAQ) can be found at:

https://www.supplierriskmanager.com/ppe-order/static/layout/include/PPE_FAQs.pdf

21.3 Obligations, Standards, and Objectives

Respondents should use this section to describe how they will meet the general obligations, standards, and objectives of the comprehensive health care program for the MCJ and HOC as listed in Section 3: Obligations, Standards, and Objectives. Provide information regarding the background, expertise, qualifications, and philosophy of your organization in providing the services requested by this RFP.

The Respondent should answer questions below in the following format: indicate for each response the number of the request that it addresses, including section number (e.g., Section

21.2, Question 1); indicate the question number, re-type the question, and provide your response.

1. How will you meet the general obligations listed in Section 3.1: General Obligations? Demonstrate how you will incorporate best practices and provide services in a manner that promotes safety in the facility and the community, and how you will encourage collaboration with County staff.

2. Describe how you will provide oversight and coordinate services between facilities as requested in Section 3.2: Coordination of Services.

3. Submit your proposed transition plan, addressing all requests in Section 3.3: Transition Plan.

21.4 Inmate Care and Treatment: General and Specific Requirements

Respondents should use this section to describe the approach they will take to delivering the required medical services as described in the RFP in the following Sections:

- Section 4 – Inmate Care and Treatment: General
- Section 5 – Inmate Care and Treatment: Specific Requirements
- Section 8 – Inmate Care and Treatment: Programs
- Section 9 – Inmate Care and Treatment: Exclusions

It is important that the Contractor understand and incorporate the health care services values and philosophy described in the RFP. If a Respondent intends to exceed minimal standards, it should describe how it will do so. Use of evidence-based practices is highly encouraged, and should be described throughout this section of the Proposal.

The Respondent should answer questions below in the following format: indicate for each response the number of the request that it addresses, including section number; indicate the question number, re-type the question, and provide your response.

1. Describe how you intend to provide unimpeded access to care as requested in Section 4.1: Priorities of Care.

2. Describe how your method for ensuring informed consent and tracking / documenting informed consent and refusals of care. Describe the method you will use to meet requirements pertaining to informed consent and refusal documentation as listed in Section 4.2: Consent to Treat and Section 4.3: Refusal Documentation.

3. Describe how you intend to provide sick call and respond to non-emergent health care as requested in Section 4.5: Sick Call and Daily Non-Emergent Health Care Requests. In particular, provide:

a. Your organization's experience managing sick call services in a correctional facility. How many inmates per day do you see in sick call at any given facility?

b. How will triage be conducted? Who will conduct triage? Is triage face-to-face, or by paper review? Will triage occur on weekends and holidays? Is evening sick call available?

c. What procedures do you have in place to ensure you will meet and document compliance with sick call deadlines listed in Section 4.5?

4. Describe how you intend to meet the requirements in Section 4.6: Emergency Medical Services. Describe how you will work with the County to minimize the number of off-site transports and coordinate the scheduling of medically necessary off-site health care transports stated in Section 4.6.2.1: Ambulance Transport.

5. Provide an example of your Disaster Plan and describe efforts for specialized response training and activities for County facilities (see Section 4.7: Disaster Plan).

6. Provide your plan for patients with special needs who require close medical supervision and/or multidisciplinary care as requested in Section 4.8.1: Chronic Disease Management and Special Needs: General Requirement.

7. Describe the experience your organization has in providing chronic care clinics in a correctional facility. Identify the types of chronic care clinics and approximate number of inmates served (Section 4.8: Chronic Disease Management and Special Needs).

8. Describe how you intend to provide monthly chronic illness data from both the MCJ and HOC facilities as stated in Section 4.8.4: Chronic Illness Data.

9. Describe how you will provide and document a comprehensive institutional and effective infection control program at the HOC and MCJ as requested in Section 4.8.4.2: Infectious Disease Services, HIV/AIDs Services. Indicate your capability to ensure safe collection and storage of medical hazardous wastes, and provide your plan for disposal and how it will comply with Federal and State regulations and guidelines. Identify the individual staff member responsible for the monitoring of infectious disease and provide his or her bio and CV, or provide your method of selecting that staff member if he or she is not already selected. Further infectious disease control responsibilities are outlined in Section 4.8 of the RFP. Describe your organization's experience providing infectious disease services in correctional facilities as well as other health care settings.

10. Describe how you will select early detection and treatment services to be initiated for sexually transmitted infections. Describe how you address infection control in all

aspects of the program. See Section 4.8.4.3: Testing and Treatment for additional detail.

11. Describe your proposed inmate health education program and indicate how you will meet and document the requirements in Section 4.9: Inmate Health Education. Please provide any sample materials currently used in your other facilities.

12. Describe how you will coordinate and provide training for medical personnel and Milwaukee County staff on health and mental health care issues as requested in Section 4.11: Education for Custody Staff and Personnel. Indicate how you intend to document your efforts to ensure compliance with your plan.

13. Provide a list of all hospital(s) with whom you have an intent to negotiate under Section 5.3: Subcontract Process and Payment, and provide copies of all letters of intent to negotiate from contacted hospital(s). For each hospital, provide the hospital's name, contact person, and the medical service(s) it will provide.

14. Describe how you intend to manage the eligibility and enrollment of inmates receiving inpatient services, including all duties listed in Section 5.4.1: Third Party Reimbursement. How will you cooperate with the County to obtain cost savings available under the PPACA and return such savings to the County?

15. Describe how you will meet and document all requirements in Section 5.4.4: Outside Hospital Discharge and Continuity of Care.

16. Describe how you will meet and document the requirements of intake screenings as stated in Section 5.6: Intake Services, with particular focus on ensuring that intake screenings will be performed and completed by a nurse within four (4) hours of the initial request. Provide a sample of your intake form and any intake reports.

17. Provide a sample of your mental health screening and evaluation form(s), and describe how you will ensure appropriate mental health screening(s) and document screenings as requested in Section 5.6.5: Mental Health Screening and Evaluation.

18. Provide your plan for medically supervised withdrawal treatment, and indicate how you utilize nationally approved guidelines and assessment tools as requested in Section 5.6.8: Medically Supervised Withdrawal Protocols and Substance Treatment. Provide a summary of your policy that addresses effective management of inmates on medication assisted treatment (MAT).

19. Indicate how you will provide female health care services for all female inmates that incorporate elements of a trauma-informed approach to treatment as requested in Section 5.7: Female Health Care Services. In particular, ensure you have answered all requests in Section 5.7.1: Prenatal, OB/GYN, Birth Control.

20. Provide your plan for patients with special needs who require close medical supervision and/or multidisciplinary care. As requested in Section 5.8: Special Medical Housing, include a plan to manage the Special Housing Unit.

21. Describe your organization's plan to provide on-site dental services and oral surgery (Section 5.9: Dental Care). How will you meet the requirements listed in Section 5.9? Who will provide dental services and oral surgery? What are your processes for dealing with medical emergencies (abscess, cracked or lost teeth, fractured or damaged jaw, lacerations or embedded objects)? Do you intend to use a subcontractor to provide dental services?

22. Describe how you will provide medical specialty services required to meet the needs of the inmate population as requested in Section 5.12: Specialty Clinics. In particular, list services to be provided on-site and provide examples of facilities at which you maximized on-site specialty service clinics where available.

23. The County will provide wireless and wired internet connections via secure VLAN for the provision of services, including teleconferencing and telemedicine services. The County expects the Contractor to utilize this technology to provide expanded medical care, specifically to implement telemedicine, telepsychiatry, and other on-site specialties services as deemed appropriate. Provide a plan for implementation of telemedicine at the facilities as requested in Section 5.12.1: Telemedicine and Videoconferencing, including:

    a. A plan to implement telepsychiatry and both the HOC and MCJ;

    b. Any additional utilization of telemedicine/videoconferencing for specialties;

    c. Anticipated equipment, locations, and applications used;

    d. Information on any anticipated cost savings or substantial increase of services to be derived from the use of telemedicine;

    e. Your organization's experience with the use of telemedicine and telepsychiatry.

24. Describe your organization's plan to provide vision care / ophthalmology / optometry services, including policy and procedures for maintenance and repair of eyeglasses. How will you meet the requirements listed in Sections 5.12.3, 5.12.4, and 5.12.5? Who will provide vision care / ophthalmology / optometry services? What are your processes for dealing with ophthalmological / ocular emergencies (lacerations, mechanical injuries, retinal detachment, chemical injury, or other trauma)? Which services can be provided on-site, and which require off-site treatment and transport? Do you intend to use a subcontractor to provide vision care services?

25. Describe your ability and experience in providing the services listed in Section 5.13: Other Health Care Services. In particular:

    a. Describe your organization's plan to provide EKG services.

    b. Describe your organization's plan to provide on-site imaging services.

    c. Describe your organization's plan to provide lab services. What lab services will be provided on-site, if any? Will you contract out for lab services? If labs are sent out to be analyzed, what is the expected timeframe in which results will be available? How are lab results communicated to the treating health professional? To the patient? Please refer to Sections 5.13.3 and 5.13.4 for specifications.

    d. Describe your organization's plan to provide dialysis services. Have you provided dialysis services to inmates within the last five (5) years? Have you provided dialysis services in a correctional setting in the last five (5) years? If yes, please provide the location, timeframe, and frequency of services, and the number of patients served. Are you proposing to provide on-site services? If no, please describe how you will provide required services. Please refer to Section 5.14.5 for specifications.

26. Describe your proposed method to ensure inmates receive the necessary ancillary medical devices and equipment, such as prosthetics, hearing aids, dentures, eyeglasses, braces, walkers, wheelchairs, etc. What is your proposed timeframe for inmates to receive such devices once a medical professional deems it necessary? Reference Section 16.3: Maintenance, Repair, and Replacement of Medically Prescribed Devices and 16.6: Inmate-Specific Equipment and Medically Prescribed Devices for County specifications for patient medical equipment.

21.5 Inmate Care and Treatment: Comprehensive Mental Health Services

Respondents should use this section to describe the approach they will take to delivering the required medical services as described in the RFP in the following Sections:

- Section 6 – Inmate Care and Treatment: Comprehensive Mental Health Services

It is important that the Contractor understand and incorporate the health care services values and philosophy described in the RFP. If a Respondent intends to exceed minimal standards, it should describe how it will do so. Use of evidence-based practices is highly encouraged, and should be described throughout this section of the Proposal.

The Respondent should answer questions below in the following format: indicate for each response the number of the request that it addresses, including section number; indicate the question number, re-type the question, and provide your response.

1. Describe your organization's plan to provide mental health services, including examples of past experience these services. How do you intend to meet the requirements for Comprehensive Mental Health Care listed in Section 6 - Inmate Care and Treatment: Comprehensive Mental Health Services? Have you provided mental health services to inmates? If yes, at which facilities? What types of services were provided at those facilities?

    a. Submit a plan that describes 24/7, 365 days per year mental health coverage and accessibility for crisis intervention and psychiatric on-call.

    b. Propose an organizational chart with a designated Mental Health director, which outlines coordinated services and staff coverage for the MCJ and HOC.

    c. If you are proposing options or alternative 24-hour mental health coverage, please address:
        i. Suicide evaluations and release from suicide watch;
        ii. Crisis response services after hours, particularly at the MCJ for 24-hour intake services.

    d. Describe your mental health service model for use at the MCJ and HOC, including:
        i. What mental health screening instruments will you use?
        ii. How will you determine which inmates need mental health evaluations?
        iii. At what frequency will you provide individual or group therapy? Are there any groups in addition to those listed in Section 6.8 and Section 8 that you will develop for specialized mental health populations?
        iv. Will you use a subcontractor to provide any mental health services? If yes, identify the subcontractor.

2. Describe how you will develop a full range of therapeutic treatment protocols for inmates needing psychiatric medications and services. If you already have such a plan, demonstrate how it will meet the requirements in Section 6.11: Psychotropic Medication Services.

3. Describe how you will develop a plan for clinical management and oversight of mental health units in both facilities as requested in Section 6.12: Co-Occurring Mental Health and Substance Use Disorders.

4. Describe how you will ensure that interactive wellness rounds are made in housing units, with particular emphasis on any segregation / restricted housing areas as requested in Section 6.13: Segregation (Restricted Housing) Services. Milwaukee County presently designates three (3) Wellness Coordinators to perform wellness checks. Describe your method for performing such checks on high-risk populations, including the frequency of

the checks. Specify how you will audit to ensure checks are performed on schedule, and how you will document checks and the result of checks. For example, using a barcode or QR code scanner at each cell to provide an auditable date and time stamp for the check, and entering any progress notes into the EHR regarding the check for that date and time.

5. Achieving full compliance related to mental health staffing at the County facilities has been an ongoing issue, in particular staffing a Mental Health Director, psychiatrist(s), and psychiatric social worker(s). Please describe what sets your organization apart in your ability to secure and maintain staffing in these positions on an ongoing basis, as required under any contract. Provide your experience in recruiting and retention for mental health positions specifically. What is your current vacancy rate for these positions system-wide? What additional commitment, if any, are you willing to make regarding vacancies in these positions?

6. Propose and describe linkages and coordination with existing community services for extended continuity of mental health treatment.

21.6 Inmate Care and Treatment: Pharmacy Services

Respondents should use this section to describe how they will meet the requirements for pharmacy services for the MCJ and HOC as listed in Section 7 – Inmate Care and Treatment: Pharmacy Services.

The Respondent should answer questions below in the following format: indicate for each response the number of the request that it addresses, including section number; indicate the question number, re-type the question, and provide your response.

1. The Contractor is expected to work with Milwaukee County's chosen pharmacy, Clinical Solutions, as stated in Section 7.1: Use of County Pharmacy Provider. Describe the service model you will use to provide pharmaceutical services for the HOC and MCJ, and indicate how you plan to work with Clinical Solutions to meet the goals of that service model. Provide an outline of transition services with Clinical Solutions that includes set-up and integration with their electronic data system and electronic medication administration record (MAR) as requested in Section 7.2: Identification of Pharmacy Costs.

2. Describe how you will perform and document intake assessments as requested in Section 7.3: Intake Assessment. How will adjustments to prescribed medication regimens be documented, made available to practitioners and clinical staff, and shared with the patient? Identify a process for continuance of medications for patients with a verifiable history of current medication use.

3. Describe how you will meet the requirements in Section 7.4: Prescription Practices, 7.5: Documentation / Discontinuation, and 7.6: Monitoring.

4. Provide examples of your experience establishing and overseeing a “keep on person” (“KOP”) medication program for correctional medical services. How did you implement the program? How will you work with Milwaukee County to develop, implement, and train on a KOP program? Please see Section 7.17: Keep-on-Person Medications (KOP) for additional details.

5. Describe your medication administration procedures, how you train your staff on the procedures, and how you document their training as requested in Section 7.18: Medication Administration Training Requirements.

6. Describe your medication control and accountability policies and procedures, as well as how you intend to work with Clinical Solutions to ensure appropriate pharmacy and medication inspection requirements are met. Provide an example of a monthly report you will provide the County that reports on medication control. Describe your procedures for inspecting pharmacy areas, reporting on any issues, and conducting and completing corrective actions for deficient areas in the report(s). Please see Section 7.19: Medication Control and Accountability and Section 7.20: Pharmacy and Medication Inspection Requirements for additional detail.

7. Provide processes and achievements in controlling pharmaceutical costs for other similarly-sized clients, including at least one example.

21.7 Inmate Care and Treatment: Utilization Management

Respondents should use this section to specify how they will implement and maintain a utilization management plan for the MCJ and HOC as requested in Section 10 – Inmate Care and Treatment: Utilization Management.

The Respondent should answer questions below in the following format: indicate for each response the number of the request that it addresses, including section number; indicate the question number, re-type the question, and provide your response.

1. Specify a detailed plan for implementation and maintenance of a utilization management program as requested in Section 10.1.1: General. Address how you plan to control health care cost areas to achieve cost savings, demonstrating evidence of success in other contract sites.

2. Provide an example of a monthly summary of aggregate hospitalization costs by hospital, with actual claims paid to the hospital by Contractor, in a format substantially similar to the format you intend to use with the County. Please see Section 10.1.2: Hospital Claims Management for additional information.

3. Describe how you will maintain electronic records for specialty services as listed in Section 10.1.3: Specialty Services Utilization Management, and describe how the electronic system logs, tracks, and monitors specialty consultation requests.

4. Provide an example of a computerized utilization report for pharmaceutical utilization management as requested in Section 10.1.4: Pharmaceutical Utilization Management. The sample should be in a format substantially similar to the format you intend to use with the County.

5. Describe how you will develop and issue a grievance policy and provide a system for inmates to submit grievances regarding health services issues as requested in Section 10.3: Grievance System. In particular, describe any unique functions your system will offer and how you will work with the County to ensure the system is appropriate for the patient population.

21.8 CQI AND PERFORMANCE MEASURES

Respondents should use this section to describe how they will meet the requests concerning Continuous Quality Improvement (CQI) and Performance measures listed in Section 13 – Continuous Quality Improvement and Section 14 – Performance Measures.

The Respondent should answer questions below in the following format: indicate for each response the number of the request that it addresses, including section number; indicate the question number, re-type the question, and provide your response.

1. Describe how you plan to develop and provide site-specific, planned, systematic and ongoing continuous quality improvement (CQI) processes consistent with NCCHC guidelines as stated in Section 13.1: General CQI Expectations. In addition, please provide one example of an implemented change your organization has made as a result of your CQI process, indicating location, time period, and outcome.

2. Submit a complete description of your risk management program as stated in Section 13.2: Peer Review, Mortality Review, and Case Review. Describe your peer review process and how you meet NCCHC standards.

3. Describe how you intend to meet all requirements in Section 14: Performance Measures.

    a. The contract reporting and monitoring process requires weekly, monthly, quarterly, and annual reports from the Contractor to the County. Who will be responsible for completing these reports? How will you ensure that reports are produced in a timely manner? Are there any reports you are not able to produce at the frequency requested? Describe your process for creating new reports or changing existing reports. Please see Sections 14.1: Contract Monitor, 14.2: Clinical, and 14.4: Reporting and Compliance for additional detail.

    b. Submit a proposed mechanism to provide review of cost-containment procedures that will result in a reduction of mutually agreed-upon contractual costs between

the parties. Demonstrate that you have a management information system capable of providing statistical data necessary for self-evaluation and monitoring of health and mental health services. Describe how you will establish measurable patient care and fiscal outcomes based on NCCHC standards. Please see Section 14.3: Fiscal for additional detail.

4. Provide a narrative indicating quality measures, metrics, and performance in providing correctional health care services for a variety of clients over the last three (3) years. In particular, provide:

    a. Data regarding sentinel events and mortality, including any data reported to the National Commission on Correctional Health Care.

    b. Provide a profile of the patient population for each facility for which your organization has provided information or will provide information pursuant to this Request.

    c. Provide sample quality assurance and performance improvement (QAPI) programs for two facilities that serve similar patient populations as the County.

    d. Provide three (3) samples of Quality Improvement projects performed as part of the QAPI programs at each of the facilities listed above.

    e. Provide results of any surveys that your organization has conducted within the last three (3) years that measure the culture of safety within the organization and facilities served, and a description of employee development or training related to your organization's system of safety.

    f. Provide a description of employee development or training related to quality, including any curriculum, philosophy, orientation, and ongoing development materials.

21.9 Regulatory Compliance & Accreditation

Respondents should use this section to describe how they will meet the requirements of NCCHC Accreditation listed in Section 15 – Accreditation.

The Respondent should answer questions below in the following format: indicate for each response the number of the request that it addresses, including section number; indicate the question number, re-type the question, and provide your response.

1. Submit a plan and timeline, not to exceed eighteen (18) months, for successfully achieving initial accreditation and the HOC and MCJ.

2. Describe how you would work with the County in the event of termination of a contract by either party, with or without cause, to ensure that the County can maintain accreditation.

3. Describe your organization's experience with NCCHC accreditation. Have you been responsible for leading NCCHC accreditation efforts at any correctional facility? How has your organization assisted correctional facilities with obtaining and maintaining their NCCHC accreditation? How does your organization ensure its staff are knowledgeable about current NCCHC standards? Has your organization ever had a contract for health care services at a correctional facility with the facility lost or did not renew its NCCHC accreditation? If yes, please explain. Of all named facilities served, what percentage is presently NCCHC accredited?

4. Provide a complete narrative of your regulatory compliance history, including, but not limited to:

    g. Copies of all documentation regarding regulatory non-compliance for the past three (3) years.

    h. Copies of the three (3) most recent NCCHC accreditation survey reports, and responses to noted deficiencies or to conditional accreditations, if any, for facilities that serve similar patient/inmate populations (by acuity) as the County.

    i. For each survey report identified in Request 1(b) that includes any deficiencies, please describe the facts and circumstances of any deficiency that put a facility at risk of non-compliance at a condition level, and state how these deficiencies were corrected.

    j. For all facilities served by your organization, provide a description of any licensure or accreditation survey deficiencies that have had a material and direct impact on patient health and safety, including any deficiencies or violations that warranted immediate attention or subjected the facility to immediate jeopardy, a description of the steps taken by the facility and your organization to address such matters, and the result of those steps.

21.10 HEALTH RECORDS AND DATA

Respondents should use this section to describe how they will meet the requirements of NCCHC Accreditation listed in Section 17 – Health Records and Data.

The Respondent should answer questions below in the following format: indicate for each response the number of the request that it addresses, including section number; indicate the question number, re-type the question, and provide your response.

1. Describe your organization's experience using electronic health records (EHR) / electronic medical records (EMR). Do you currently use an EMR/EHR system in a

correctional facility? If so, which EMR/EHR does your organization use? If you use more than one, please provide the names of all systems used, and where they are used.

2. Milwaukee County expects the Contractor to own, maintain, and be wholly responsible for a fully-hosted EMR/EHR system. Does your organization own its own EMR / EHR system? If yes, please describe the system and how you intend to implement it for use at the HOC and MCJ, and confirm that the system is fully-hosted off-site. **Please note that off-site hosting of the EMR is required.** If you do not currently own your own EMR/EHR system, please describe how you intend to provide an EMR / EHR for Milwaukee County, including which system you are proposing, how you will purchase it, and how you will implement it. Please see Section 17.2: Electronic Health Record for additional details.

3. Provide a project plan for the implementation of your EMR / EHR system, including timeline for transition of services, and indicate how you intend to minimize the impact on health care services during the transition. In particular, provide detailed information that addresses:

    a. EHR data transfer. How will you ensure orderly transition of medical records and prevent data loss? How will you guarantee continuity of care during the transition? What risks or issues do you foresee?

    b. EHR configuration.

    c. Projected timeline.

    d. Required interfaces with other systems, including Clinical Solutions and WISHIN, and any risks or requirements of those interfaces which may impact the project.

4. Confirm that the EHR can successfully use existing County infrastructure as described in Section 16: Physical Plant, Equipment, Supplies, Computers, and Telecommunications.

5. State whether or not you can provide the County an option to purchase the EMR / EHR should the County wish to do so. Indicate the estimated costs of the purchase and any maintenance costs the County would sustain. Describe how you would transition services upon purchase of the EMR / EHR by the County. Provide examples of other contracts in which you have permitted a correctional system to purchase your EMR / EHR, if any. Indicate at what point in the relationship the purchase was made (beginning of contract, mid-contract, termination).

6. State whether or not you would be willing and able to transition to a new EMR / EHR should the County opt to purchase its own system. Indicate the estimated costs of transition and any additional costs the County would sustain as a result of the transition. Describe how you would transition services to a new EMR / EHR. Provide examples of similar transitions you have performed in the past, if any.

7. Please provide your administrative, technical and physical security policies and safeguards which will protect and control data security against destruction, loss, unauthorized access or alteration of County confidential and proprietary data, including your standards for safe-guarding Personally Identifiable Information ("PII"); and, Personal Health Information ("PHI" and "e-PHI").

8. Please provide a summary of:

    a. Your disaster recovery process and plan;
    b. Your data/business continuity operation plans; and,
    c. Your policy and process for returning County data in the event of a termination or conclusion of the agreement; and, for verifying that all County data has been securely removed from your systems and/or storage.

9. Please state whether you are able to meet or exceed the following requirements for your EHR.
    a. Have identification and access controls are in place to limit access to County confidential and proprietary data by authorized users;
    b. Use Azure Service for authentication;
    c. Or, in the alternative, does your application have the ability to be provisioned within the Microsoft Azure framework;
    d. Have procedures and technical controls in place to govern data entering your network from any external source;
    e. Have encryption techniques in place to protect the County confidential and proprietary data when transferred in or out of the hosted environment;
    f. Have a test environment for customers to test the update/upgrade before deploying;
    g. Have a multi-tenant environment;
    h. Have a routine audit of your security systems and controls; and,
    i. A Customer can audit entries in the system.

10. Please state whether you are able to meet or exceed the following requirements for the security, safeguard and control of County confidential and proprietary data.
    a. All data will be stored, transmitted or process in the contiguous United States;
    b. None of the County data will be shared/sold/licensed with a third party;
    c. Any access to County data will be limited to authorized members of your company;
    d. At present, you have implemented and maintain an information security program that is compliant with laws and regulations, such as HIPAA; and,
    e. None of your data security and/or protection controls are outsourced.

11. Please provide a summary of the Service Level parameters for your EHR, minimum levels, and proposed remedies and penalties for non-compliance with Service Level parameters.

12. Section 17.3: Electronic Health Information Exchange: Wisconsin Statewide Health Information Network describes the County's expectation for participation in WISHIN and concerns regarding the coordination of continuity of care for inmates leaving County facilities and returning to the community. Indicate confirmation of the requirement and

use of WISHIN to ensure continuity of care for patients following release from custody. For inmates with chronic medical and/or mental health conditions, describe any other approach you have to ensuring continuity of care is maintained when patients leave County facilities. How are medical/mental health referrals made? How is health information about the inmate communicated (both within and outside WISHIN)? Do you have a network of medical providers in the community you will use? Provide examples of other locations in which you participate in a similar program.

13. Describe any experience your organization has with the ProPhoenix Inmate Management System (IMS). How will you ensure that personnel receive appropriate training in a timely manner and how will you document and report that such training has occurred? How will you ensure full usage of the database and conduct periodic audits for data quality purposes? Please see Section 17.5: Inmate Management System for additional detail.

14. Describe your process for conducting, documenting, and reporting on mortality reviews as requested in Section 17.6: Mortality Review Records. How will you meet NCCHC standards?

21.11 Insurance, Liability Issues, Litigation & Claims History, Penalties, Disqualifications

The Respondent should answer questions below in the following format: indicate for each response the number of the request that it addresses, including section number; indicate the question number, re-type the question, and provide your response.

1. Describe how you will develop and implement a risk management program as requested in Section 10.2: Risk Management.

2. If you have been disqualified from or removed from government service on any contract or bid as a result of breach of contract on your part, for your criminal or fraudulent activity, or due to your ethics violations in the last three (3) years, state the dollar value of the agreement, the reason for disqualification or removal, and the government agency that held the contract. *If you have not been disqualified or removed from a government contract or bid in the last three (3) years, state "None".*

3. Describe your company's current casualty insurance structure. Please include coverage limits (aggregate and occurrence), deductibles, whether coverage applies on a per facility basis, and the carriers for your general liability, professional liability, workers' compensation, cyber liability, as well as any umbrella or excess policies. Indicate which policies the umbrella and / or excess cover, and whether coverage follows form. Please indicate any material changes to this program over the past three years, including changes in carriers. Milwaukee County must be named as an additional insured on your general liability coverage policy, and requires waivers of subrogation from all workers' compensation claims.

4. Provide a complete narrative of your litigation and insurance history, including, but not limited to:

    a. A list of all claims, litigation, lawsuits, arbitrations, and administrative proceedings, including employee claims, grievances, and actions, which have incurred claim value in excess of $100,000, spanning the last five (5) years. Claimant names and exact occurrence dates may be redacted, but please include cause codes / issue types, claim year(s), and a brief description of the status / resolution for each listed claim, including any ongoing court monitoring.

    b. A list of all pending or threatened investigations by any governmental agency, authority, or enforcement body, including fraud and abuse claims.

    c. A description of any measures implemented to address concerns raised by any ongoing governmental investigations (both midstream and long-term), and an explanation of the extent to which the concerns were resolved.

    d. A statement indicating the material criminal history of individuals associated with your organization.

5. Has your organization been assessed a performance penalty or liquidated damages related to any correctional health care services contract within the last three (3) years? If yes, please identify the contract, the reason for the performance penalty, and the amount of the liquidated damages.

21.12 Resource General Questions; Medical Oversight

Provide a written narrative describing the methods and/or manner in which you propose to recruit, hire, train, assign, and oversee staff required for the provision of services under this RFP. The narrative should include the names of the person or people who will provide primary management and oversight of the services, including any subcontractors, their qualifications, and their years of experience in performing this type of work. In particular, **demonstrate how your plan will ensure staffing requirements comply with the Consent Decree stipulations, in particular minimum, required, and non-negotiable staffing levels as outlined in Section 11.1: Medical Oversight.**

When answering questions in this section, please refer to Section 11.1: Medical Oversight for additional detail and information.

The Respondent should answer questions below in the following format: indicate for each response the number of the request that it addresses, including section number; indicate the question number, re-type the question, and provide your response.

1. Describe how your organization is or would be structured locally, and provide an organizational chart. How does this structure support your ability to provide the services you are proposing?

2. Provide the name(s) of the person or people who will provide senior management and oversight of the services, along with any subcontractors, and include their qualifications and years of experience performing this type of work. This description should include a description of the level of qualifications, experience, and credentials the members of your management and operations team(s) for this project, as well as their roles. In addition, please:

    a. Identify the employee assigned as the contract lead for the Contract, and attach the employee's resume and a brief bio that includes their experience managing similar contracts, experience with correctional health care, and length of time with your organization.

    b. Designate a representative from your local or regional business office who will act as escalation contact under the Contract. The escalation contact should be available on an emergency basis to handle critical risks and threats.

3. If available, identify other key personnel who will be working on the County's contract. Other key personnel should include, but are not limited to, your: Chief Executive Officer, Chief Medical Officer, and Chief Financial Officer. Also to be included are Site Health Services Administrator, Site Medical Director, Site Director of Nursing, and Site Mental Health Director. Please include resumes for each individual you identify in response to this Request. In the event that key personnel have not been identified for the listed positions, please provide your criteria in detail for identifying and selecting individuals for these types of roles.

4. Provide Human Resources data for the last three (3) years, including, at a minimum:
    a. Staff retention and turnover data for your organization in the Midwest region;
    b. A description of how employee turnover is calculated;
    c. Descriptions of employee benefit plans with current rates, including retirement and PTO plans;
    d. A copy of your employee handbook;
    e. A description of overall compensation philosophy, including approach to pay increases (e.g., performance or fixed);
    f. Staffing ratios above or in supplement to the minimum requirements as listed in Section 11.1.2: REQUIRED (Minimum) Health Care Coverage, in particular those positions you believe are necessary to provide the services under this RFP.

5. Submit a detailed plan to operate the Health Care Program using only unencumbered licensed, registered, certified, and professionally trained personnel as requested in Section 11.1.2: REQUIRED (Minimum) Health Care Coverage. Describe your plan to recruit, hire, train, and retain staff necessary for provision of the services. Your plan must:
    a. A complete staffing chart of all staff required to provide the services under this RFP and minimum hours stated in the Staffing Matrix, including titles, hours scheduled (full or part time shifts), and days of the week to demonstrate

appropriate clinical coverage for both facilities. Positions should be referred to by the titles listed in the Staffing Matrix in Section 11.1.2.

b. Identify management by discipline, physical locations, and responsibilities.

c. Address strategies and resources for recruitment and retention of staff, whether as employees, independent contractors, or otherwise. In particular, describe how does your organization intends to face ongoing challenges in medical staffing, especially the staffing of RNs.

d. Describe how you intend to meet the minimum requirements as listed in Section 11.1.2: REQUIRED (Minimum) Health Care Coverage, and indicate your plan to achieve the requirements. In particular, state how you intend to encourage the use of full-time staff as opposed to agency / interim / locum medical staff to fill required hours.

e. As applicable, please state your physician, nurse practitioner, physician assistant, psychiatrist, psychiatric social worker, registered nurse, and dentist turnover statistics for the past twelve (12) months.

f. Explain the termination provisions contained in your physician contracts.

6. The position of Chief Psychiatrist is integral to the success of the mental health services program provided at the facilities. Please state how you intend to fill and maintain this role. Provide statistics regarding the number of facilities you serve which include the role of Chief Psychiatrist (or a substantially similar role). Of the facilities you serve that include this role, how many of the positions are filled by permanent staff, how many by temporary staff or locums, and how many are vacant?

7. If you have job descriptions for positions listed in Section 11.1.2: REQUIRED (Minimum) Health Care Coverage, please provide them. If you do not, please describe how you will develop descriptions as requested in Section 11.4.1: Staffing Matrix: Administration, and how you will update them, including frequency of updates and update process.

8. Describe how you ensure your coverage schedules are responsive to evolving needs of the facility. Provide an example of a facility in which you had to frequently modify a coverage schedule and the outcome of your efforts. How will you meet the requirements of Section 11.2: Staffing Coverage?

   a. As the priorities of the HOC and MCJ change, and in response to input by the court monitor for the Christensen Consent Decree, it may be necessary to increase staffing levels or include specific position titles. Please how you plan to provide adequate staffing, which may require you to hire additional FTEs. Please describe any risks or concerns you may have and how you propose to address them.

9. Describe how you will ensure that all personnel receive appropriate supervision as requested in Section 11.3: Supervision.

10. Describe your experience working with correctional facilities to provide medical services under a consent decree, if any. How do you ensure collaboration with assigned court monitors and compliance with decree requirements?

11. Describe how you will meet the requests in Section 11.7: Staffing Diversity. How does your staffing pattern encourage and reflect cultural competency and sensitivity?

12. Submit an orientation program for all health care staff as requested in Section 11.5.1: Contractor Personnel Orientation. Describe how you will track, document, and report on personnel orientation.

13. Describe your methods to develop and provide training, and publish and monitor a calendar of trainings on the various topics listed in the Employee Health Education sections of this RFP as requested in Section 11.5.2: Contractor Training and Documentation. How will you track and report on trainings and mastery?

14. Describe how you will coordinate and participate in development of training curricula, presentation for orientation, and in-service trainings for County custody staff as requested in Section 11.5.3: Training of Custody Staff. Provide an example of a situation in which you have performed this task in another location.

15. Describe how you will provide County employees with an occupational health and education program as requested in Section 11.5.4: Employee Health Education. Provide an example of a situation in which you have performed this task in another location.

16. If any services provided in any part of your Proposal rely on the experience, accounting and operational controls, or technical skills of any subcontractor or third party ("Essential Subcontractor"), state:

    a. The name of the Essential Subcontractor;

    b. The role(s) and/or responsibilit(ies) the Essential Subcontractor will undertake;

    c. A letter from each Essential Subcontractor indicating that the organization concurs with the role(s) and responsibilit(ies) you have described above.

    d. The overall extent to which your ability to provide the services is dependent on the Essential Subcontractor(s), and your plan to deliver services if the Essential Subcontractor becomes unavailable.

17. Describe your management methodology, including your methodology for oversight and control of quality improvement. How do you identify and resolve issues during the course of a contract? What is your process for making critical decisions? Please include a clear escalation chain within your organization.

18. Provide your management policies governing customer service and response times. Describe your process for handling customer change orders, requests, and complaints. In particular, describe the manner in which issues are addressed and resolved, including escalations.

21.13 Licensure, Credentialing, and Qualifications of Medical Staff

When answering questions in this section, please refer to Section 12: Licensure, Credentialing, and Qualifications for additional detail and information.

The Respondent should answer questions below in the following format: indicate for each response the number of the request that it addresses, including section number; indicate the question number, re-type the question, and provide your response.

1. State the percentage of your physicians who are board-certified.
2. Identify the individual in your organization responsible for the selection, credentialing, and re-credentialing of providers.

3. Describe how you monitor disciplined providers on an ongoing basis.

4. Describe how you monitor publications regarding disciplined providers on an ongoing basis?

5. State how often you re-credential providers. Briefly describe your re-credentialing process.

6. State how many providers have been terminated from your Wisconsin network or other networks over the past three (3) years based on information you obtained in the re-credentialing process.

7. If you maintain a written Quality Assurance (QA) policy used to monitor providers, please attach protocols and procedures. If you do not maintain a written QA policy, please describe how quality standards are developed, communicated, reassessed, and revised.

8. Describe the actions you take to remedy QA issues at the individual provider level (i.e., education / sanctions). If you have a written policy, please attach. If you do not have a written policy, describe your procedures.

21.14 Inspections, Audits, and Reporting

Inspections, audits, and reporting will be required under this RFP as follows:

The Contractor will be responsible for communicating directly with the County on reports, complaints, requests, and modifications to services, as needed.

Contractor will abide by all terms and conditions regarding inspections, audits, and reporting contained in Section 18: Contract Administration.

Additionally, the Contractor will make available upon the County's request proof of insurance and other such reports or documents as may be needed.

Provide a statement certifying that you have read and agree to abide by the above. In addition, please provide a written narrative indicating how you intend to comply.

21.15 REFERENCES

Provide three references where you have provided within the last three (3) years services of a similar nature and scope. This is may include contracts that were canceled, terminated or not extended. Please describe services or solutions provided, number of staff assigned to the client, number of locations served for the client, and any additional information necessary to understanding the scope of work provided for the client. Include name and telephone number of contact person(s), which can be used as references for services provided and solutions purchased. Selected reference organizations may be contacted and/or visited.

21.16 NO EXCEPTIONS TO RFP

Respondent is advised that exceptions to any terms and conditions contained in this RFP or the Contract must be stated with specificity in its response to the RFP. The points available under this criterion may be deducted if the Respondent takes exception to any language to this RFP package. Upload exceptions as a separate document within proposal, where requested.

22 COST PROPOSAL

The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

22.1 PRICING MODEL

Respondents must submit an annual pricing model for the proposed services for a five (5) year contract. Pricing must be comprehensive for the proposed services. In the pricing model, the following should be considered:

- Respondents must provide a Cost Proposal breakdown for all areas as listed in this RFP. Dental, Diagnostic, Health Information Management, and Mental Health Services must be included in the Cost Proposal for the health care services Contract. Milwaukee County welcomes cost-saving recommendations from Contractors as alternatives that reduce costs while maintaining quality health care standards.

- Milwaukee County seeks an overall comprehensive price with an $800,000 cap for medical, hospitalization, and specialty care. After reaching $800,000, the County will share 50% of these costs with the Contractor for each fiscal year.

- Pharmacy costs up to $750,000 will be paid directly to Clinical Solutions, LLC, by Milwaukee County. Pharmaceutical costs above this base will be shared 75% by Contractor and 25% by the County.

- Personnel costs should be based upon the Consent Decree mandated 128.8 FTEs. Any additional personnel costs required should be broken out into separate line items in the Cost Proposal.

- Costs to run/maintain the EHR should be identified, and any additional costs that may be incurred due to the transfer of the EHR to County control should be clearly stated, including the cost of transfer of software rights.

- Any County staff involvement must be clearly identified in the Respondent's Proposal so the County's internal costs can be identified.

22.2 Cost Proposal Narrative

The Respondent should provide a brief narrative (not longer than two pages) in support of the Cost Proposal. The narrative should be focused on clarifying how the proposed price correspond directly to the Respondent's Technical Proposal. For example, evaluators will expect detailed explanation of costs to correspond to service areas if described in the Technical Proposal. Please compose and return this document in a Microsoft Word format.

22.3 Cost Assumptions, Conditions and Constraints

The Respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules. It is of particular importance to describe any assumptions made by the Respondent in the development of the Respondent's Technical and/or Resource Proposal that have a material impact on price. It is in the best interest of the Respondent to make explicit the assumptions, conditions, and/or constraints that underlie the values presented on the Cost Schedules. Assumptions, conditions or constraints that conflict with the County's requirements are not acceptable. Please compose and return this document in a Microsoft Word format.

23 APPENDIX

This Section includes the following Attachments:

- Attachment A: Vendor Information Sheet
- Attachment B: Technical Proposal Cover Sheet
- Attachment C: Cost Proposal Cover Sheet
- Attachment D: Cost Sheet
- Attachment E: Proprietary Information Disclosure Form
- Attachment F: Conflict of Interest Stipulation
- Attachment G: EEOC Compliance Form
- Attachment H: Certification Regarding Debarment or Suspension
- Attachment I: Insurance and Indemnity Acknowledgement Form
- Attachment J: Copy of Christensen Consent Decree
- Attachment K: Position Descriptions: Duties and Responsibilities
- Attachment L: Sworn Statement of Respondent

RFP 98180020: Milwaukee County Correctional Medical Services

ADDENDUM 1 – Cost Proposal Scoring

This Addendum is made to Sections 20.2.2: Cost Proposal Scoring, page 98 of the RFP document.

The original Section reads:

20.2.2 **Cost Proposal Scoring**

Each Proposal will also be evaluated and scored based on its Cost Proposal. The Evaluation Committee shall conduct its evaluation of the overall value of the cost model in all Respondents' responsive Proposals. Each Cost Proposal will be assigned a weighted score based on the overall best value to the County. The Cost Proposal score will be tabulated with the Technical and Resource Proposals' numerical scores to come to a final ranking for each Respondent's Proposal based on the total numerical scores. The criteria that will be used by the Evaluation Committee for the evaluation of this RFP are outlined in Section 20.3: Evaluation Criteria.

The modified Section reads:

20.2.2 **Cost Proposal Scoring**

Each Proposal will also be evaluated and scored based on its Cost Proposal. The Evaluation Committee shall conduct its evaluation of the overall value of the cost model in all Respondents' responsive Proposals. Calculation of points to be awarded to the most favorable Proposal and each subsequent Proposal will use the most favorable Proposal's proposed dollar amount as the constant numerator, and the dollar amount of the Proposal being scored as the denominator. The result will then be multiplied by the total number of points provided in the Cost Proposal Response category in the Evaluation Criteria listed in Section 20.3.1: Criteria Overview. The most favorable Cost Proposal will receive the maximum number of points available for the cost category. All other Cost Proposals will receive prorated scores based on the proportion that those Cost Proposals vary from the most favorable Cost Proposal.

The Cost Proposal score will be tabulated with the Technical and Resource Proposals' numerical scores to come to a final ranking for each Respondent's Proposal based on the total numerical scores. The criteria that will be used by the Evaluation Committee for the evaluation of this RFP are outlined in Section 20.3: Evaluation Criteria.

Addendum 2 – Questions and Answers Provided 8/7/2018

Please note that all questions are provided “sic erat scriptum” (sic), that is, transcribed exactly as found in the source text, complete with any erroneous or archaic spelling, surprising assertion, faulty reasoning, or other matter that might otherwise be taken as an error of transcription. Questions will be answered as asked.

QUESTION:

Reference 5.12.1 Telemedicine and Videoconferencing, Para 1, Pg 45

Milwaukee County expects the Contractor to implement telemedicine (specifically tele-psychiatry) and other on-site specialties services for inmates as deemed appropriate. This was requested for both sites. This appears to be in conflict with 11.1.2, Required Minimum Health Care Coverage, bullet 8, pg. 63 - Tele-psychiatry at HOC is acceptable with the psychiatrist ability to to access electronic medical records and to record in the EMR in real time. Is tele-psychiatry restricted to the HOC or can it be used in both facilities?

ANSWER:

Telemedicine is permissible in both facilities. Telepsychiatry may not substitute in the MCJ for the presence of the Psychiatrist or Chief Psychiatrist, per the court monitor. An individual capable of direct consultation and provision of mental health services in person is required on-site. Telepsychiatry may be used to supplement the Staffing Matrix but not to replace any such required in-person provision of care.

QUESTION:

Reference 4.9, Daily Wellness Checks for At-Risk Populations, Paragraphs 1-5, Page 32

Since the Contractor will be required to assume the duties and responsibilities from the Sheriff’s Captains within 12 to 18 months of contract execution, would it be anticipated that the staffing would increase by 3 FTEs at that point in order to see at-risk patients daily, all detainees weekly and to provide daily and weekly reports?

ANSWER:

It is the position of the County and its consultants that services currently provided by the Sheriff's Captains should be provided within the existing scope of services for medical care, and traditionally have not been fully provided in a manner satisfactory to the County, requiring County staff intervention. The County believes that these services can and should be provided by the 128.8 medical staff dictated within the Staffing Matrix.

However, if a Respondent feels that it is impossible to provide these services with existing staff and that the services require additional staff, it should list requested additional staff as permitted in Section 11.1.2: Required (MINIMUM) Health Care Coverage and Section 22: Cost Proposal.

RFP 98180020 - CORRECTIONAL MEDICAL SERVICES PRE-PROPOSAL CONFERENCE SIGN-IN SHEET

NO.	NAME	TITLE	EMAIL	ORGANIZATION REPRESENTED
1				
2	Viola Riggin	CEO	VRiggin@VitalCoreHS.com	VitalCore
3	Lori Ammons	Mgr. of Clin Aff.	lammons@vitalcoreHS.com	Vital Core
4	JIM GILLIAM	DIRECTOR	JGILLIAM@CENTURIONMEDCARE.COM	CENTURION
5	John Wilson	VP	jwilson@mhm-services.com	Centurion
6	Cornelius Henderson	SVP	Cornelius.Henderson@Naphcare.com	NaphCare
7	David Crawford	Dir. of Ops	David.Crawford@naphcare.com	NAPHCARE
8	Zela Guirola	Direct Partnership Dev	zela.guirola@cmgcos.com	CMGC
9	ANDREW SMALL	DIR of OPS	ANDREW.SMALL@CMGCOS.COM	CMGC
10	Tamika Hawkins	Pharmacy Coordinator	thawkins@armorcorrectional.com	Armor
11	ANNA MESSANO	BH STAFFING COORDINATOR	AMESSANO@ARMORCORRECTIONAL.COM	ARMOR
12	VICKIE FREEMAN	SVP	CWITTENBERG@ARMORCORRECTIONAL.COM	ARMOR
13	HAROLD Nichols	Business Development	harold.nichols@clinicalsolutionspharmacy.com	Clinical Solutions Pharmacy
14	STAN WOFFORD	SVP	swofford@correctcaresolutions.com	CORRECT CARE SOLUTIONS
15	RICH FIELD	DIRECTOR of BUS DEVELOP.	rfield@correctcaresolutions.com	CorrectCare Solutions.
16				
17				
18				
19				
20				

RFP 98180020: Milwaukee County Correctional Medical Services

ADDENDUM 4 - Mortality Review Records

This Addendum is made to Section 17.6: Mortality Review Records, page 88 of the RFP document. This modification is made in response to the following question, submitted

> "Please provide Wisconsin statute that says 'disclosure of these reports is exempt from Wisconsin public record law'."

Additional information pertaining to the question above and a more complete response can be found in Addendum 5 – Q&A 8-9-18.

The original Section reads:

> **17.6: Mortality Review Records**
>
> The Contractor shall conduct a mortality review in accordance with NCCHC standards for every inmate death within 30 days of the death. The Contractor shall provide the County with records and reports of mortality reviews of inmate deaths. Reports shall be submitted in a format specified by the County. Mortality reviews are protected. County legal counsel may take part in the review process. Disclosure of these reports is exempt from Wisconsin public record provisions.

The modified Section reads:

> **17.6 Mortality Review Records**
>
> The Contractor shall conduct a mortality review in accordance with NCCHC standards for every inmate death within 30 days of the death. The Contractor shall provide the County with records and reports of mortality reviews of inmate deaths. Reports shall be submitted in a format specified by the County. The Contractor must retain all mortality review records in accordance with federal, state, and local law, including the Wisconsin Public Records law. The Contractor shall provide any such records to Milwaukee County counsel upon request. Milwaukee County and its counsel is responsible for determining whether mortality review records are subject to open records requests and shall make all decisions pertaining to the release of such records. Should the Contractor fail to release any such records upon request for any reason, it agrees to indemnify the County against any loss resulting from the failure to release such records.

EXHIBIT B-1

DEVIATIONS FROM RFP

Citation	Requested Clarification/Exception	Alternative Language
Page 21, Paragraph 2.15, "Contract Termination"; and Page 89, Paragraph 18.4, "Termination"	CCS respectfully takes exception to the cited sections to the extent, if and only if, such sections do not provide the Contractor a right of contract termination without cause. On page 21, it does provide that "in the event Contractor terminates for any reason...must deliver to the County written notice...not less than 180 days prior to the effective date of termination..." In contrast, on page 89, paragraph 18.4(3) titled "Unrestricted right of termination," it appears only the County has a right of termination without cause. CCS respectfully requests clarification.	Contractor Termination Without Cause: Notwithstanding anything to the contrary contained in this Agreement, Contractor may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving one hundred eighty (180) days' advance written notice to the County.
Page 21, Paragraph 2.15, "Contract Termination"; and Page 89, Paragraph 18.4, "Termination"	CCS respectfully takes exception to the cited sections to the extent, if and only if, such sections do not provide the Contractor a right to cure any allegations of default. On page 21, it states that it will be in the County's "sole discretion" whether or not a cure period will be provided. In contrast, on page 89, paragraph 18.4(2) titled "Termination for Default," it clearly states that the Contractor will be given a 30-day cure period. This term CCS can agree to in its entirety. CCS respectfully requests clarification.	CCS can agree to the terms as provided (with no proposed modifications) on page 89, paragraph 18.4(2).
Page 79, Paragraph 15.1, "Standards of Care"	CCS respectfully takes exception to the accreditation penalties only to the extent that the Contractor is to be liable for any accreditation deficiency that results in a penalty and/or breach of contract when such deficiency pertains to anything outside of medical and/or was the result of the acts or omissions of the County.	CCS respectfully requests that an additional paragraph be added to the cited paragraph, which provides as follows: In no event will Contractor be assessed penalties related to accreditation deficiencies if such deficiency is not related to the medical requirements to meet accreditation and or if the deficiency was caused by the acts or omissions of the County.

Addendum 5 – Questions and Answers Provided 8/9/2018

Please note that all questions are provided “sic erat scriptum” (sic), that is, transcribed exactly as found in the source text, complete with any erroneous or archaic spelling, surprising assertion, faulty reasoning, or other matter that might otherwise be taken as an error of transcription. Questions will be answered as asked.

QUESTION:

Reference 17.6: Mortality Review Records, Paragraph 1, Page 88

Please provide the Wisconsin statute that says "disclosure of these reports is exempt from Wisconsin public record law."

ANSWER:

No single Wisconsin statute provides exemption of these types of records from Wisconsin public records law. Milwaukee County and its counsel are responsible for determining whether records are subject to public records law and for determining which statutes apply. Contractors are responsible for providing records upon request of the County, and any failure to release records to the County for purposes of public records review and release will require the Contractor to indemnify the County against any loss resulting from failure to release records subject to open records requests. Based on this information, Section 17.6: Mortality Review Records has been modified. Please see Addendum 4 – Mortality Review Records for the change made to Section 17.6.

QUESTION:

Reference 5.6.3: Functional Incapacitation Release, Paragraph 1, Page 39

Health staff will assist with law enforcement completion of any necessary Chapter 51 Wisc. Stat. emergency detention paperwork and cooperate if witness testimony is required.

We are of the understanding that persons being sent from the jail must be referred by Law Enforcement and accepted by the Behavioral Health Division of Milwaukee County and not referred by a privately licensed clinician. Please confirm.

ANSWER:

It is correct that persons being sent from the jail must be referred by Law Enforcement and accepted by the Behavioral Health Division of Milwaukee County and not referred by a privately licensed clinician. However, Respondents should be aware that Mental Health staff can be, and often are, witnesses capable of clearly articulating the need

for a Chapter 51 detention. Mental Health staff are required to relay pertinent information to the detaining officer prior to detention and therefore may be needed for court testimony following a Chapter 51 detention regarding the medical/mental health circumstances of the detention.

QUESTION:

Reference 7.1 Use of County Pharmacy Provider (Clinical Solutions), Paragraph 1, Page 52

All pharmaceutical services must be directed by a licensed pharmacist. Will Clinical Solutions be providing the pharmacist or is the Contractor responsible to provide the Pharmacist?

ANSWER:

The Contractor is responsible for providing the Pharmacist. Please refer to the complete statement made in Section 7.1. 'Overall pharmacy services shall be the responsibility of the Contractor...' Clinical Solutions will provide 'distribution and courier services'. Clinical Solutions should be treated as a wholesaler providing medications and supplies, and is not responsible for formulary creation/oversight or provision of a licensed Pharmacist. Contracted services from Clinical Solutions will include “professional comprehensive pharmaceutical services for all prescription and non-prescription medications as ordered by all prescribers, as well as clinical management and technology solutions that meet Facilities’ requirements.” Clinical Solutions is willing to assist in finding an appropriate pharmacist or pharmacists to perform quarterly audits.

QUESTION:

Reference 7.6 Pharmacy Requirements, Page 55

Med carts were not mentioned in this section. Pharmacies generally provide med carts for facility use. Will Clinical Solutions be providing medication carts for Contractor use, if so, is there a limit on the quantity of medication carts that will be provided. In addition, who will be responsible for maintain and repairing medication carts?

ANSWER:

Clinical Solutions will provide up to 6 med carts, and will cover med cart repair costs up to $1,000 each year. If med carts require repair over the $1,000 per year allotment, such repairs will be the responsibility of the Contractor. Any required carts over the provided 6 must be acquired by the Contractor at its sole cost, and repair costs for Contractor-acquired med carts will also be the sole responsibility of the Contractor.

QUESTION:

Reference 7.8: Unused Medication, Paragraph 1, Page 56

Clinical Solutions will credit the County and/or Contractor for the cost of such medication returned to the pharmacy in full or partial unused nonconventional blister cards as noted. Is it possible for a private entity to receive credit for unused medications? Are there any fees associated with medications returned for credit?

ANSWER:

Milwaukee County will pay all medication costs directly and will request reimbursement by Contractor for 75% of costs above the $750,000 cap. This model is required to obtain MMCAP pricing. Credit for unused medications, if available, will be provided to the County. If credit is received for shared-cost prescriptions, the County will provide reimbursement to the Contractor at 75% of the total reimbursement cost if the medication cost was shared by the Contractor. Only the shared-cost portion of unused medications will be reimbursed to the Contractor by the County. Credit is received on undamaged cards and will be included in monthly invoices. Credit will not be given for medications under $2.00 per card acquisition cost.

QUESTION:

Reference 2.3.3: Minimum Qualifications & Responsibilities, Paragraph 5, Page 15

Clinical Solutions, LLC will use the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) pricing. 75% of pharmacy costs over $750,000 will be Contractor responsibility. In this case, since Contractor is a private entity, will the MMCAP pricing still apply?

ANSWER:

For costs over the $750,000 cap, Milwaukee County will pay costs directly to Clinical Solutions and will bill 75% of the paid costs to the Contractor for reimbursement. Based on this payment model, MMCAP pricing will still apply.

QUESTION:

Reference 2.3.3 Minimum Qualifications & Responsibilities, Paragraph 5, Page 15

Will Contractor be point of contact for pharmacy vendor?

ANSWER:

No. The contractual primary point of contact for the pharmacy vendor will be a County staff member. However, the Contractor will be required to engage in daily operations alongside Clinical Solutions. Therefore, the Contractor should provide a point of contact for the pharmacy vendor to establish and maintain a working relationship.

QUESTION:

Reference 7.1 Use of County Pharmacy Provider (Clinical Solutions), Paragraph 3, Page 53

Will pharmacy vendor be responsible for all EMR interface charges?

ANSWER:

Clinical Solutions will be responsible for the interface to their system and will not charge additional fees to establish the interface. However, if the Contractor uses an EMR and the EMR provider charges a fee for interface, that fee is the responsibility of the Contractor.

Addendum 6 – Questions and Answers Provided 8/14/2018

Please note that all questions are provided “sic erat scriptum” (sic), that is, transcribed exactly as found in the source text, complete with any erroneous or archaic spelling, surprising assertion, faulty reasoning, or other matter that might otherwise be taken as an error of transcription. Questions will be answered as asked.

QUESTION:

Reference Section 15.1, fourth paragraph, page 49

The RFP indicates that Milwaukee County is reserving the right to requirement repayment of an incentive in the event NCCHC accreditation status is not maintained during the 18 months after accreditation is initially achieved. Please provide details regarding the nature of the incentive.

ANSWER:

This item is a typographical error. The County apologizes for this oversight. Paragraph four should state:

“Achievement shall mean at a minimum that the facility is on “Accreditation with Verification” status. Should the Contractor fail to maintain the accreditation status, it will be subject to penalties as assessed in this section for failure to achieve accreditation and/or failure to obtain reaccreditation.”

QUESTION:

Reference Section 18.2, sole paragraph, page 89

The RFP requires that “unless otherwise addressed in this Agreement (e.g., section 10.8) …” all terms and conditions of the Christensen Decree must be met or exceeded.

- Please identify the “Agreement” referenced in this excerpt from RFP Section 18.2. The term “Agreement” is used for the first time in RFP Section 18.2 and is invoked in subsequent sections of the RFP. Please confirm that the term “Agreement” is meant to refer to the Contract that will result from this RFP.
- Please identify “section 10.8” referenced in this excerpt from RFP Section 18.2

ANSWER:

Section 18: Contract Administration includes clauses which will be a part of the final, executed Agreement (the contract) with the winning Respondent (the Contractor). As such, contractual clauses have been replicated as they would appear in the final

Agreement. Any reference to an “Agreement” means a contract arising as a result of this RFP.

“Section 10.8” is a reference unnecessary in this context and should be disregarded.

QUESTION:

Reference Section 19.1, sole paragraph, page 94

The RFP refers to a goal of selecting “a Contractor to provide Managed Security Services.”

- Please explain what is intended by the term “Managed Security Services.” Was this term intentionally included in the current RFP (98180020)?
- Is the County seeking to privatize security services at HOC or MCJ? If so, please describe the anticipated scope and timeframe for such privatization.

ANSWER:

This item is a typographical error. The County apologizes for this oversight. Section 19.1 should state:

“In an effort to ensure the most efficient and economical service, the County is utilizing Competitive Negotiation, or the Request for Proposal (“RFP”) process to select a Contractor to provide comprehensive Correctional Medical Services. This process bases the Contract award on the County’s evaluation of experience, ability, resources, and other pertinent factors of the Respondent in conjunction with proposed fees and costs.”

QUESTION:

Reference Section 21.5, Item 4, pages 110-11

The RFP references the option of using a barcode or QR code scanner at each cell door when making rounds in housing units.

- Is barcode, QR code scanner, or other electronic data recorder technology currently in place to track cell-front rounds or encounters anywhere in the MCJ or HOC?
- If so, please identify the technology and locations where it is used.
- If such technology is not currently in place, is the County planning to implement such a system?

ANSWER:

References to a barcode or QR code scanner at cell doors is not presently in place to track rounds or encounters at any location in the MCJ or HOC. The County does not have any plans to implement such a system. This statement was included in Question 4 of the Technical Proposal Request in an attempt to provide an example of the type of

response requested by the question, specifically the portion that asked Respondents to "specify how you will audit to ensure checks are performed on schedule, and how you will document checks and the result of checks." It should not be taken as a specific request, requirement, or preference by Milwaukee County, but as an example only.

QUESTION:

Reference Section 2.3.3, Minimum Qualifications & Responsibilities, Paragraph 4, Page 15

Pharmacy costs up to $750,000 will be paid directly to Clinical Solutions, LLC "by Milwaukee County." Will the Contractor receive detailed billings for pharmacy expenditures?

ANSWER:

Yes, the Contractor will received detailed billings for pharmacy expenditures. A copy of each invoice will be provided to the Contractor by Milwaukee County. In order to obtain MMCAP pricing, the County must pay all bills directly. For specifics regarding invoicing, please see Section 2.8, "Invoicing" of the Clinical Solutions MMCAP contract, available in the Public Files area of Bonfire. Additional detail may be provided upon execution of the final contract between Milwaukee County and Clinical Solutions.

QUESTION:

Reference 5.13.3: Laboratory Services, Paragraph 2, Page 47

The contractor is not responsible for collecting forensic information unless required by court order. The collection of evidence for DUIs is not required?

ANSWER:

Correct. NCCHC standards require that collection of forensic information be performed by an outside service. The County will contract with an outside provider or hospital to perform this service to avoid any conflict with NCCHC requirements for patient care.

QUESTION:

Reference Section 10.1.4: Pharmaceutical Utilization Management, Paragraph 1, Page 61

What data will Clinical Solutions provide so that the Contractor can generate a computerized utilization review of the pharmacy program?

ANSWER:

Clinical Solutions will provide a sortable Excel file version of the following fields: facility; patient name; patient identifier (DOB or PIN number); prescription number; date filled; price; primary disease state category; NDC; GPI; prescriber; and quantity filled.

QUESTION:

Reference Attachment I: Insurance and Indemnity Acknowledgement Form, pages 139-140

Would the County accept a $6M/$10M blanket limit for all contracts instead of the per contract coverage and limits specified in Attachment I, Insurance and Indemnity Acknowledgement Form, Insurance?

ANSWER:

No. Milwaukee County is not able to accept blanket coverage in lieu of the per contract coverage and limits as stated in Attachment I. Attachment I should be considered a minimum threshold which all Respondents must meet, and it must be met as written.

QUESTION:

Reference Section 2.14, 1st paragraph, page 20

What is the anticipated date or timeframe projected for the award of a Contract resulting from this RFP?

ANSWER:

The following response is contingent upon a number of factors, including speed of evaluation(s), potential protest(s) to award, negotiation process, and County Board approval. The County hopes to provide Notice of Intent to Award in early October, and desires to have an executed contract by January 1, 2019.

QUESTION:

Reference Section 2.14, 1st paragraph, page 20

What is the anticipated date or timeframe projected for the award of a Contract resulting from this RFP?

ANSWER:

The following response is contingent upon a number of factors, including speed of evaluation(s), potential protest(s) to award, negotiation process, and County Board

approval. The County hopes to provide Notice of Intent to Award in early October, and desires to have an executed contract by January 1, 2019. Services would begin in 2019.

QUESTION:

Reference Section 5.6.9, pages 41-42

Please confirm that monitoring of potentially suicidal inmates is provided by security staff when inmates are placed on watch.

ANSWER:

Confirmed. Inmates placed on watch are changed into suicide gowns and visual safety checks are performed every 15 minutes by custody staff.

QUESTION:

Reference Section 11.7, sole paragraph, page 73

The requirement to reflect cultural competency and cultural sensitivity in the Contractor's staff plan is appreciated. Please provide inmate population demographic data sufficient to understand the ethnic and linguistic diversity of the population.

ANSWER:

Please see Addendum 7 - Population by Facility Charts, which represent a general overview of the population demographic during the 2018 year to date.

QUESTION:

Section 17.3, first three paragraphs, page 86

Please confirm that the Wisconsin Statewide Health Information Network does not currently provide access to the statewide electronic Health Information Exchange (HIE) to MCJ or HOC. Are we correct in assuming that the intent is to implement this interface for the first time in the new contract, as part of our EHR implementation plan?

ANSWER:

Correct. The Wisconsin Statewide Health Information Network (WISHIN) does not currently provide access to the statewide electronic Health Information Exchange (HIE) to the MCJ or HOC. The County has utilized WISHIN previously at its Behavioral Health Division and wishes to expand use to the MCJ and HOC to improve care decisions and encourage a more community-based, holistic approach to care for inmates upon release to the community. The County expects the implementation of

WISHIN to occur concurrently with the implementation of the winning Respondent's EHR.

QUESTION:

Reference Section 7.15: Medications Available on Site, Paragraph 1, Page 58

What will the process be to obtain STAT medications from Clinical Solutions? Is their courier service able to respond?

ANSWER:

The process to obtain STAT medications from Clinical Solutions will be to utilize Clinical Solutions' back-up pharmacy network and delivery service(s) available. Costs to obtain medications via the back-up pharmacy network and delivery service(s) will then be passed through to the County. The County will report these costs to the Contractor (prior to reaching the pharmacy cap) and request 75% reimbursement of these costs once the cap has been reached.

RFP 98180020: Milwaukee County Correctional Medical Services

ADDENDUM 7 – Population Demographics by Facility

This Addendum is provided in further clarification to the following question, asked and answered in Addendum 6 – Q&A 8-14-18.

QUESTION:

Reference Section 11.7, sole paragraph, page 73

The requirement to reflect cultural competency and cultural sensitivity in the Contractor's staff plan is appreciated. Please provide inmate population demographic data sufficient to understand the ethnic and linguistic diversity of the population.

ANSWER:

Please see the attached document (3 pages total) – Population Demographics by Facility Charts, which represent a general overview of the population demographic during the 2018 year to date.

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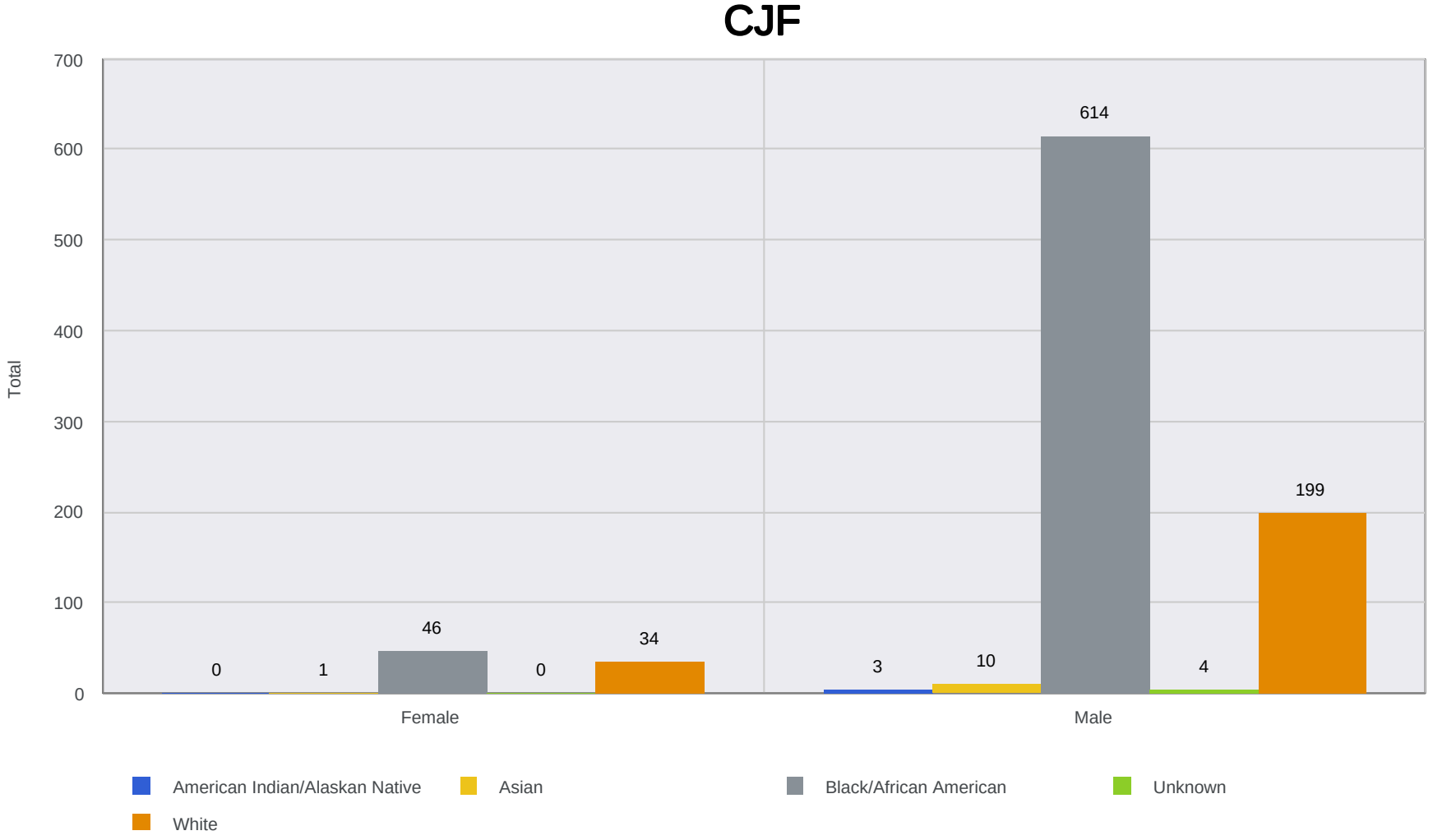
Milwaukee County Sheriff's Office

Christensen Consent Decree Weekly Reports

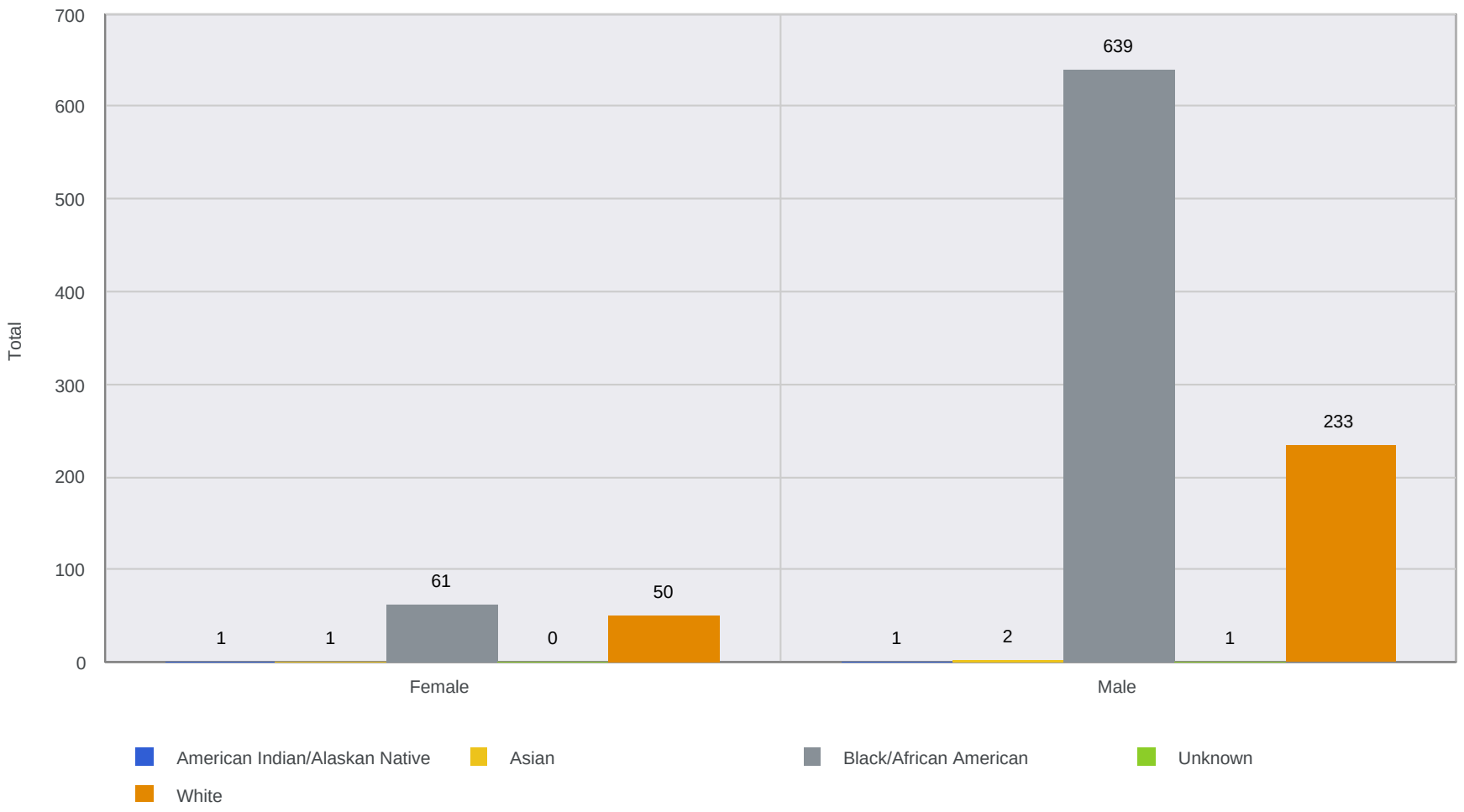
Current Population - Race/Gender By Facility



Milwaukee County Sheriff's Office

Christensen Consent Decree Weekly Reports

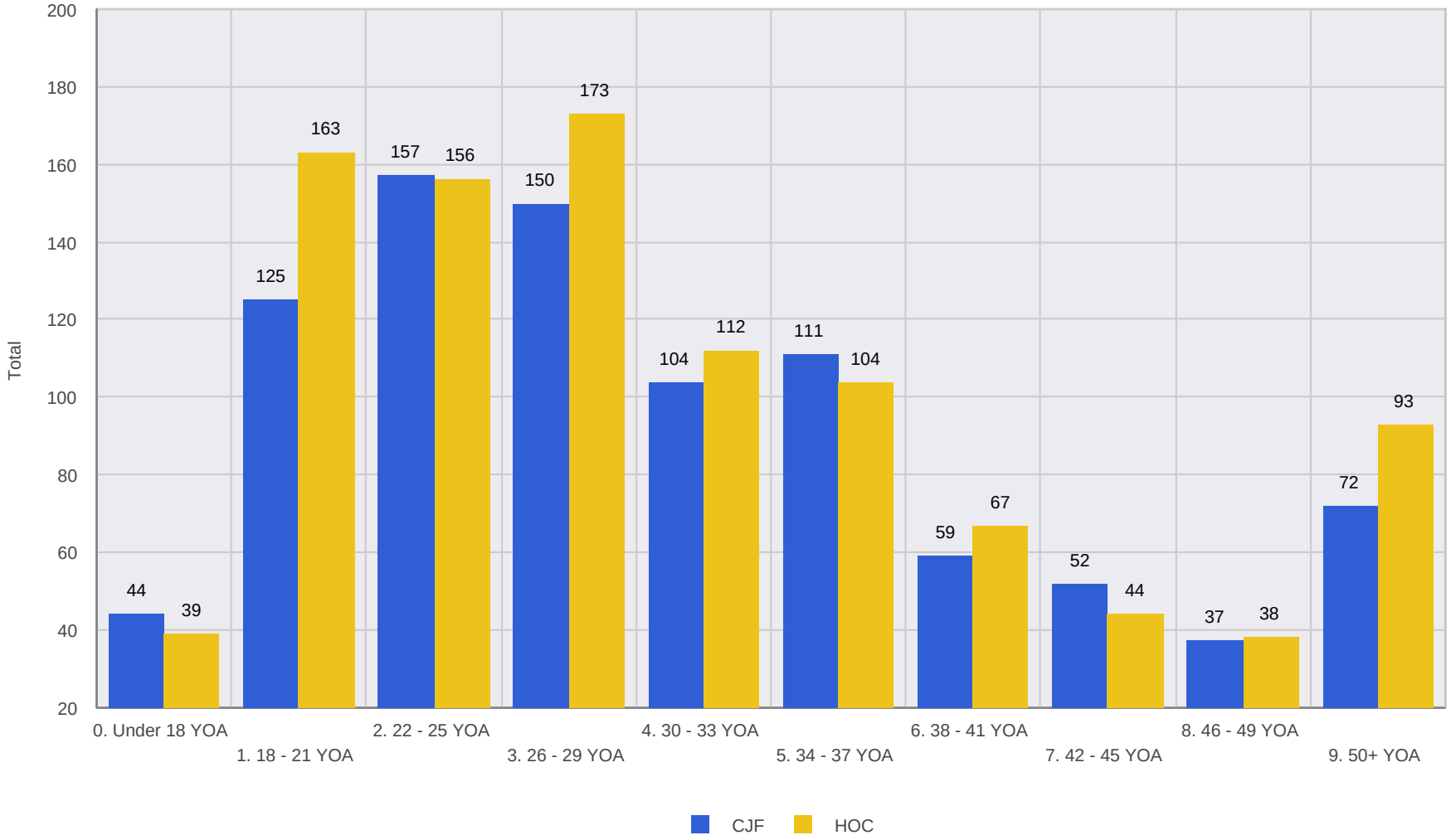
Current Population - Race/Gender By Facility



Milwaukee County Sheriff's Office

Christensen Consent Decree Weekly Reports

Current Population - Age Group By Facility



Addendum 8 – Questions and Answers Provided 8/17/2018

Please note that all questions are provided “sic erat scriptum” (sic), that is, transcribed exactly as found in the source text, complete with any erroneous or archaic spelling, surprising assertion, faulty reasoning, or other matter that might otherwise be taken as an error of transcription. Questions will be answered as asked.

QUESTION:

Reference Section 2.22, Security and Background Checks, Paragraph 1, Page 23

Background checks must be performed at Contractor’s cost. What are the costs that will be incurred for all background checks to include PCI, PHI or CJIS data?

ANSWER:

Background checks for employment, verification of credentials, skill level and other checks, tests, or verifications required by employer, or by local, state or federal laws for purposes of employment or required provide services for any position held (for example, requirements necessary for state licensure of medical personnel) must be performed by Contractor, at the Contractor’s cost.

Background checks required by the County, referred to as “Access Check(s) – Credentialing,” or “County Security Background Access Checks,” are required for access to the population or County facility and will be performed by the County, at the County’s cost. County checks are not for purposes of employment but specifically related to authorization for access to each facility. Contractor must provide a signed release form, permitting County checks, from the individual requiring access to either facility.

County Security Background Access Checks are usually completed by County personnel within 48 hours. If the individual is going to access a County facility one time, or only a few times, once approved their name is placed on an approved list and they will have to present photo identification to staff before they are allowed to enter the facility. If the individual is going to access either facility long term, they are issued an ID "badge."

QUESTION:

Reference Section 5.6, Intake Services, Receiving Screening, 5.6.1 Paragraph 2, Page 38

For clarification the definition of “Timely” should be a “maximum” within four (4) hours, correct?

ANSWER:

Correct. Please note the use of “minimum” was a typographical error. This should have read “maximum”. By way of additional explanation, please see the following definition of a “timely” receiving screening.

A timely receiving screening is a screening performed and completed by a Registered Nurse a maximum of four hours from the time that a detainee is admitted to a facility, in accordance with Consent Decree requirements and NCCHC standards. Performance of the screening means face-to-face provision of care to the detainee and includes asking a pre-defined set of screening questions designed to enable health care staff to appropriately address any health care needs of the detainee in a clinically acceptable manner within a clinically reasonable timeframe. Completion of the screening means the time that the results of the screening are finalized and logged in the EMR for further action. The entire screening process, from time of admission to the facility to time of completion and log in the EMR system, shall take no more than four hours.

QUESTION:

Reference Section 5.11 HOC, Work Release Offenders, Paragraph 1, Page 44

The contractor shall consider inmates in these programs as any other inmate covered under the contract and provide a full scope of services to them. What happens in the event of work-related injuries?

ANSWER:

For the purposes of 'Huber' or work-release inmates, in the event of a work-related injury, the inmate's workplace and its workers' compensation carrier are the primary responsible parties for costs related to any work-related injuries. If an injury is reported for which a workers' compensation claim was made, but which is determined not to be a work-related injury covered by an individual’s insurance, employer’s insurance, or workers’ compensation carrier, the associated medical costs of that injury will be covered by Milwaukee County under the contract and scope of service provided by the Contractor. In the experience of the County, such an occurrence is rare.

QUESTION:

Reference Section 5.12.1 Telemedicine and Videoconferencing, Paragraph 1, Page 45

Milwaukee County expects the Contractor to implement telemedicine (specifically tele-psychiatry) and other on-site specialties services for inmates as deemed appropriate. This was requested for both sites. Will these amounts be applied to the offsite CAP? Can tele-nephrology be considered as an on-site service and can it be applied to the CAP?

ANSWER:

Telepsychiatry services are not applied to the offsite CAP. Currently, telepsychiatry costs are included in the Staffing Matrix. Some additional telemedicine costs may be considered off-site and may apply to the CAP; however, in any instance in which a Respondent is requesting that a particular telemedicine service be considered toward the CAP, the Respondent should provide a cost-savings analysis for the County's approval prior to implementation of that telemedicine service. These costs should be clearly identified in the Respondent's proposal and provided in response to any request discussing feasibility and use of telemedicine.

QUESTION:

Reference Section 5.13.5, Dialysis, Paragraph 1, Page 47

The RFP indicates there is a 2 chair unit at MCJ. Does this mean all dialysis equipment will be in place?

ANSWER:

No. Chairs and dialysis equipment were previously on-site through a third-party subcontracted specialty provider. Currently the only available resource is room space for placement of equipment and chairs which were left behind by the previous subcontractor. The County’s stated preference in the RFP that dialysis services will be provided on-site.

QUESTION:

Reference Section 11.1.1, Staffing Plan, Paragraph 1, Page 63

The Health Services Administrator (HSA) is not required to be licensed however the position is listed as a clinical position on the staffing matrix, page 64. 11.2.1, Required Minimum Health Care Coverage, after the staffing matrix Paragraph 1, Page 65 – states clinical positions must be staffed 24/365, and must be backfilled. 11.2.1, On-call coverage, Paragraph 1, Page 68 – states the HSA will be on call when not on site. Please clarify that the HSA is not a clinical position.

ANSWER:

Clinical positions were dictated to the County by the Court Monitor. The HSA is among those positions listed by the Court Monitor as providing clinical care or having clinical duties. The HSA is considered to be a clinical position based on the statements of the Court Monitor.

QUESTION:

Reference Section 11.5.5, Employee Testing and Inoculations, Paragraph 1, Page 72

Contractor shall offer testing of TB, Flu and Hep B vaccines but who is responsible for the cost of serum or vaccines for County employees?

ANSWER:

County is requesting that Contractor be responsible for the cost of serum or vaccines for County employees.

QUESTION:

Reference Section 13.1, General CQI Expectations, Paragraph 1, Page 77

Please clarify the reference to “payment.”

ANSWER:

Para 1 of 13.1 states: 'Monthly reporting is mandatory to the County, pursuant to the Consent Decree and required to initiate payment for the reporting month.' Payment refers to payment for staffing (including staff overages or penalties for understaffing) and care. Reporting dictates payment under the contract. Failure to report is considered contractual breach and payment will be withheld until the requirement is met.

Presently, current invoices are paid based upon the prior month's staffing report. So, for example, an invoice dated May 1 is sent for May services, and compared to April's staffing report to dictate penalties for failure to meet minimum staffing requirements.

In the proposed future relationship, payment will be contingent on the receipt, review, and verification of staffing reports, which are due every four (4) weeks as stated in the RFP. Invoices will not be paid until staffing reports are verified and penalties, if any, applied. Provided that accurate, verifiable staffing reports are submitted in a regular and timely manner, payment will be provided in the same fashion.

QUESTION:

Reference Section 7.16, Keep-on-Person Medications (KOP), Paragraph 1, Page 58

Is there special packaging required for KOP medications and will Clinical Solutions accommodate such packaging?

ANSWER:

The County has no KOP packaging requirements at this time. The County will follow the Contractor's proposed KOP medication program, including any suggestions for packaging, provided the proposed program is acceptable to the MCJ Administrator and HOC Superintendent, and will work with Clinical Solutions as needed regarding packaging. Clinical Solutions represents that the majority of facilities it serves utilize blisters for both directly observed therapy as well as KOP.

QUESTION:

Reference Section 7.20, Release Medications, Paragraph 2, Page 59

Will Clinical Solutions charge a fee for release medication vouchers?

ANSWER:

Clinical Solutions can provide vouchers for zero copays for inmates. The cost of these vouchers are then passed through to the County and fulfilled via the same network as back-up claims. For voucher claims, the claim will be tagged as "release." Vouchers would follow a similar process to STAT medications. There are no additional fees attached to the use of these vouchers.

QUESTION:

Reference Section 11.9, Personnel Records and Milwaukee County Access, Paragraph 1, Page 74

What is expected for the pre-employment physical exam, required testing and immunizations?

ANSWER:

The County expects the Contractor to ensure the exams are completed and that any testing and immunization is performed in accordance with NCCHC standards, industry best practices, professional licensure standards of fitness for duty, and as is required by local, state, and federal law. The Contractor is responsible for dictating position-specific exams, testing, and immunization based on internal controls which align with NCCHC standards, best practices, and professional requirements.

QUESTION:

Reference Section 2.3.1, Page 14

In regards to the information provided in the Program Description and Current Environment section:

- What is the average length of stay for detainees at MCJ? For detainees at HOC?
- On average, what percentage of the population is released to the community within 72 hours? Within 14 days?
- Please indicate the proportion of inmates who are women and please provide the statistics separately for the HOC and MCJ.

ANSWER:

This information is not presently available.

Addendum 9 – Questions and Answers Provided 8/23/2018

Please note that all questions are provided “sic erat scriptum” (sic), that is, transcribed exactly as found in the source text, complete with any erroneous or archaic spelling, surprising assertion, faulty reasoning, or other matter that might otherwise be taken as an error of transcription. Questions will be answered as asked.

QUESTION:

Reference 7.19 Pharmacy and Medication Inspection Requirements, Paragraph 1, Page 59

Will Clinical Solutions be providing the consultant pharmacist and how frequently will they inspect the facility?

ANSWER:

Clinical Solutions is capable of assisting in locating or referring a pharmacist for this purpose, but will not be responsible for “providing” (read: selecting or paying for) consultant pharmacists to the County or Contractor. The Contractor is ultimately responsible for providing the auditing pharmacist, ensuring that inspections are performed, and providing reports as required by Section 7.19. The frequency of inspections must meet NCCHC standards and requirements stated in Section 7.19 of the RFP.

QUESTION:

Reference Section 5.6.3, sole paragraph, pages 38-39

The Contractor will be responsible for collaborating with local law enforcement and courts regarding inmates deemed functionally incapacitated.

- On average, how frequently are inmates deemed functionally incapacitated and in need of emergency detention?
- How often is witness testimony required in these proceedings?

ANSWER:

The average frequency of inmates being deemed functionally incapacitated and in need of emergency detention is approximately twice per month. Witness testimony is rarely required in these proceedings.

QUESTION:

Reference Section 5.6.6, sole paragraph, page 41

Transfer screenings are required within 12 hours of intra-system transfers.

- Do transfers from MCJ to HOC take place 24 hours a day, 7 days a week, or only during regular business hours?
- How frequently and under what circumstances, if any, do inmates transfer from HOC to MCJ?

ANSWER:

Yes. Transfers from the MCJ to the HOC occur 7 days a week, most often during regular daytime hours. However, high populations at the jail may necessitate nighttime transfers from the MCJ to the HOC.

Typically, transfers occur once per day between 9:00 AM and 7:00 PM. Depending upon inmate population, transfers may occur twice per day. Nighttime transfers are occasional and occur between 7:00 PM and 9:00 AM.

The circumstances that surround inmate transfers include regular transfer, ad hoc due to high populations in the MCJ, or on a case-by-case basis for medical or discipline reasons. Regular transfers typically occur on weekdays when inmates are transferred temporarily to the MCJ to attend court hearings and then sent back to the HOC following the hearings.

QUESTION:

Reference Section 5.12.1, page 45

The RFP requires the Contractor to implement telehealth services and indicates that the HOC has a telemedicine room.

- Are telehealth services currently in use?
- If so, is the telehealth equipment owned by the County or the current contractor?
- Please describe the telehealth equipment currently in place, if any, that will be available to the Contractor in the new contract.
- Will the Contractor be responsible for establishing internet connectivity for purposes of telehealth?

ANSWER:

Telehealth services are not presently in use at either facility. No equipment is currently in place. Any equipment must be provided by the Contractor. If needed, the County will provide internet connection as stated in Section 16.8: Computers and Network Access. The Contractor is responsible for the cost of installing any additional/new network cabling, which is subject to prior review and approval by the County. Network cabling must meet or exceed the current County specifications. County approval is required for connection of any equipment to the existing County network, including wireless routers or access points.

QUESTION:

Reference Section 4.5, Sick Call and Daily Non-Emergent Health Care Requests, Paragraph 1, Page 28

Inmates referred to the Psychiatrist must be seen within 10 working days of the referral. Can Psychiatric PAs or NPs be used for these referrals?

ANSWER:

The County's position regarding the use of Psychiatric PAs or NPs to respond to psychiatric referrals is that such use is acceptable provided that the PA or NP is working under the direction of a lead psychiatrist. However, the County wishes to make clear that all such requests must be approved by the Court Monitor, and that the Court Monitor's determination is final.

QUESTION:

Reference Section 11.1.2, Required (Minimum) Health Care Coverage, Paragraph 1, Page 63

Clinical positions must be staffed 24 hours a day, 365 days a year. Sick time, vacation time, holidays, continuing education hours and training hours (including new employee orientation training hours) shall not be identified as Staffing Matrix hours required for Clinical positions. Please confirm that the HSA, while considered a clinical position, does not need to meet the requirements in the above statement.

ANSWER:

Answered in Addendum 8 and reproduced here.

Clinical positions were dictated to the County by the Court Monitor. The HSA is among those positions listed by the Court Monitor as providing clinical care or having clinical duties. The HSA is considered to be a clinical position based on the statements of the Court Monitor.

All requirements pertaining to clinical positions pertain to the HSA.

QUESTION:

Reference Section 11.1.4, Staffing Matrix Administration, Paragraph 4, Page 67

At any time during the term of this contract, upon the request of the county, the Contractor shall provide the actual salary and the actual benefit cost for each personnel position listed on the staffing matrix. In an attempt to protect our employee’s salary, benefit information and health care information, can you advise how this information would be protected?

ANSWER:

Any information that contains PII (personally identifiable information) or PHI (personal health information) is not subject to disclosure and will be kept confidential. Actual salary and actual benefit cost information, however, may be subject to disclosure. If the County receives a request for any such information, it will notify the vendor. If the County decides to release the information, the vendor may file a protective order to prevent the release. If the vendor fails to cooperate with the request or asks the County to withhold the information, the vendor must indemnify the County against any claims made based on the nondisclosure and pay any costs, fees, or penalties incurred by the County for failing to release the records. This issue may be additionally treated during contract negotiations.

QUESTION:

Reference Section 7.1, Use of County Pharmacy Provider (Clinical Solutions), Paragraph 3, Page 53

Contractor is responsible for the setup and integration with their electronic data system and electronic MAR – What capabilities does Clinical Solutions have for electronic processing and returns?

ANSWER:

In clarification, the County advises that there is some contradictory language in the RFP document that may cause confusion. Specifically, this language surrounds the difference between an EHR/EMR and an EMAR. Fully functional EHR solutions should include an embedded EMAR. Clinical Solutions will interface with the Contractor's chosen EHR via traditional HL7 interfacing for all electronic processing.

QUESTION:

Reference Section 11.5.5, Employee Testing and Inoculations, Page 72

Since the contractor is responsible for the cost all serums and vaccinations for all County employees, can you provide the number of County employees will be receiving such testing and inoculations.

ANSWER:

The County approximates that a total of 850 County employees will require such testing and inoculations. This approximate value includes staff from both facilities (HOC & MCJ).

QUESTION:

Reference Section 14.4.1, Minimum Requirements, Page 78

The Contractor shall appoint a staff member to work closely with the County's Contract Monitor and provide reports and documentation on an established basis. The requested information is considered non-exclusive and appears will require time. Will the Contract Monitor be a full time position?

ANSWER:

It is the County's intention that the Contract Monitor will be a full-time position or several positions. Position(s), as needed, will ensure quality of healthcare, act in part as County representative, and monitor contract compliance and deliverables. This service may be provided by an independent third party entity.

QUESTION:

Reference Section 17.3, Electronic Health Information Exchange: Wisconsin Statewide Health Information Network, Paragraph 4, Page 86

Who is responsible for the cost of the interface?

ANSWER:

As stated in Section 17.3, the Contractor is responsible for contracting with WISHIN for the WISHIN Pulse subscription. Contractor is responsible for all subscription fees, and shall commit and build required resources to access the web portal. Implementation involves commitment of technical resources to interface the EHR with the WISHIN network. Any costs related to this commitment are the responsibility of the Contractor and/or WISHIN, pursuant to their established contractual relationship.

QUESTION:

Reference Section 21.10, Health Records and Data, Number 2, Page 116

Off site hosting of the EMR is required. Who is responsible for the cost of offsite hosting?

ANSWER:

As stated in 21.10, the EHR is "hosted off-site by Contractor." The responsibility for all costs of the EHR, including hosting, rests with the Contractor. All related expenses shall be included in the Respondent's cost proposal as a separate item.

QUESTION:

Reference 4.9, Daily Wellness Checks for At-Risk Populations, Paragraphs 1-5, Page 32

Since the Contractor will be required to assume the duties and responsibilities from the Sheriff's Captains within 12 to 18 months of contract execution, please forward a copy of a sample daily report on at risk inmates and sample weekly report on ALL detainees so we can appreciate the level of commitment needed.

ANSWER:

Milwaukee County has issued an addendum to this item representing that the requirement to transition duties within 12 to 18 months has changed to a requirement to transition duties immediately following contract start. Please see Addendum 10: Daily Wellness Check Duty Transition for additional information. Please see Attachment A to this Addendum, "Daily Wellness Report", for the County's response regarding provision of a copy of a sample daily report on at-risk inmates. There is no weekly report at this time. All daily activities are currently logged on the daily reports.

ATTACHMENT A:
Daily Wellness Report Sample

[The remainder of this page intentionally left blank.]

MILWAUKEE COUNTY SHERIFF

Expect the Best

DATE: Thursday, August 16, 2018

TO: Deputy Inspector Aaron Dobson

FROM: Captain Michael J. Rewolinski
Captain Leslie Wachowiak
Captain Catherine Trimboli

SUBJECT: Milwaukee County Jail Wellness Report

0615 - Checked e-mails and other correspondence

0900 - Jail Command Staff Meeting

1410 - 10-33 Drill Training in Pod 3D. 1st and 2nd shift officers participated.

0635 **Booking Room (BKOW)**

Count - 29 Jail-956 Medical Screenings behind-0
High time-7 hours 52 minutes-[redacted] F/B 01/19/98
Nurses on duty-5 Inmates on Pre-Book Bench-5
Photo ID behind- 13 Suicide Watches-1

0848 -**Pod 4D**

Count- 38 Suicide Watches- 5 Water Restrictions- 0
Meal Monitors-none Breakfast refusals- none
Inmates on Nutraloaf-none Restraint Watches-1
Bio-hazards (EP10) – none Sanitation (OP9)-no issues
Prescribed Medication Pass/time – LPN [redacted] at 0830 hours

Sub Pod A – 1 Inmate
#1-[redacted] – PC status
Verbal contact made with all inmates

Sub Pod B
14 total – 4 Max Custody, 4 Pending discipline, 1 Discipline, **2 S/W**, 2 PC, 1 ADSEG
1350 hours - Medical emergency in cell 9 –[redacted] unresponsive inmate. Upon arrival [redacted] was conscious and breathing. RN [redacted] on scene. [redacted] refused medical attention, cleared to remain on pod.
Verbal contact made with inmates

Sub Pod C
12 total- 1 ADSEG, 4, Pending, **2 S/W**, 1 PC, 4 Max Custody, 1 Restraint Watch

#26 [redacted] – **S/W**. Restraint Watch started at 1530 hours.
Verbal Contact made with inmates

Sub Pod D
10 inmates- 1 S/W, 4 pending, 2 Max Custody, 2 Discipline
Cell 37 - [redacted] MB 082593 dried food caked onto the window of his cell, secured out of cell and cell bio-cleaned.
Verbal contact made with all inmates in the housing unit

0905-**Infirmary (SMU)**
Count - 7 Females-1 Suicide Watches- 0 Food Monitors-0 Water Monitors- 0
Prescribed Medication pass- RN [redacted] at 0750-0830 hours
Sanitation (OP 9) – no issues Bio-Hazards (EP 10) – no issues

#1- empty
#2- [redacted]
#3-empty
#4- [redacted] -
#5- [redacted]
#6- empty
#7- [redacted] - Admitted to St. Luke's Hosp. per medical for Congestive Heart Failure Exacerbations. **Next court date 08/17/18**- Pre-Trial and 09/10/18 for a Jury trial. [redacted] returned to the Jail at 1406 hours.
#8- [redacted]
#9- [redacted] released from custody at 0930 hours
#10- [redacted] - wheelchair. Took AM meds. Refused high blood pressure meds at noon, told RN [redacted] he was going to sue for lack of medical care.
#11- [redacted] -wheelchair, gunshot wound
Verbal contact made with all inmates in the housing unit

0835- **Special Needs (MHU)**
Count – 18 Suicide Watches- 3 **Food monitors**-3:
B#8- [redacted], B #1- [redacted], A #2- [redacted]
Nutraloaf – none Restraint Watches-none Withdrawals- none
Prescribed Medication pass –RN [redacted] at 0835-0905 hours
Sanitation (OP 9) – no issues **Water Restriction / Monitor** – none
Breakfast refusals- see notations

Sub Pod A
2 females- 1 suicide watch
#1- [redacted] -**S/W**
#2- [redacted] - Food monitor -refused breakfast. Refused prescribed meds. Will talk to NP [redacted] about sending out to the hospital to have levels checked. Sent out to FMLH NP [redacted] at 1107 hours for not eating in 72 hours (since previous transport to FMLH). While at Froedtert, [redacted] consumed a large amount of soda and a Healthy Choice frozen dinner.
#3- empty

Sub Pod B

#1- [redacted] - Food monitor – ate breakfast. Removed from food monitor at 0955 hrs per NP [redacted] (has been eating all meals). Fingerstick, accepted pres. meds.

#2- [redacted]

#3- [redacted] - accepted pres. meds

#4- [redacted] - accepted pres. meds, fingerstick and insulin

#5- [redacted]

#6- [redacted]

#7- [redacted] - **S/W**. Accepted pres. meds

#8- [redacted] –Food monitor-ate breakfast. Removed from food monitor at 0930 hrs per NP [redacted] (has been eating all meals).

Sub Pod C

#1- empty

#2- [redacted]

#3- [redacted]

#4- [redacted] - **S/W**

#5- [redacted]

#6- [redacted]

#7- [redacted] - accepted pres. meds

#8- [redacted] – class moved to 4C

All inmates accepted breakfast trays – except noted

Verbal contact made with all inmates in the housing unit

0839- **Pod 4C**

Count - 48 Water Restrictions- 0 Meal Monitors- 0

Prescribed Medication pass- LPN [redacted] at 0900-1000 hours

Sanitation (OP 9) – no issues Bio-Hazards (EP 10) – no issues

All inmates accepted a breakfast tray.

0917-**POD 4A**

39 total - 9 GP Males, 9 GPR, 1 MAX, 5 SMT, 1 Pending Discipline

Prescribed Medication pass - Nurse [redacted]

Verbal Contact made with inmates

0927-**POD 4B**

47 Total- 8 PC, 1 SMT

Nurse [redacted] in for MED Pass

Verbal contact made with inmates

Verbal contact made with all inmates in the housing unit

CC- Deputy Inspector Aaron Dobson
Captain Daniel Dittberner
PSW / Armor Medical – Joel DeWitt

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ADDENDUM 10 – Daily Wellness Check Duty Transition

This Addendum is made to Section 4.9: Daily Wellness Checks for At-Risk Populations, pages 32-33 of the RFP document. This Addendum modifies the original provision to indicate that the County has determined that it is in the best interests of the County and its inmate-patient population to transition duties of the three Wellness Coordinators immediately upon contract start, rather than within 12-18 months as originally requested. In addition, this modification removes references to "Level 1" inmate-patients, as this designation is utilized only by the incumbent healthcare provider and is not relevant to the duties of the Wellness Coordinators outside this context. **Modifications are provided in red.**

The original Section reads:

4.9: Daily Wellness Checks for At-Risk Populations

Milwaukee County presently provides daily wellness checks to at-risk or vulnerable patient populations (high acuity patients) in the MCJ. Wellness checks are currently performed by three (3) Wellness Coordinators. These Coordinators are Sheriff's Captains who report directly to the Assistant Jail Commander. Coordinators are security staff. They do not replace or substitute for the Contractor in its separate responsibilities to provide comprehensive medical, dental, and mental health care. The Coordinator role includes:

- Daily verbal communication and checks on all inmates in the Mental Health Unit (MHU), Special Medical Unit (SMU), Segregation Housing (4D), and the step-down mental health unit (4C);
- Daily verbal communication and checks on all detox patients/inmates;
- Daily checks on all level 1 patients/inmates;
- Weekly verbal communication with all inmates in facility;
- Liaising with medical and mental health team to address all complaints and issues;
- Liaising with security supervision to address and issues and or complaints related to inmate safety and security;
- Responding to inmates' complaints related to health and safety;
- Daily reports to medical, mental health, and security staff providing updates on inmates with serious medical and mental health issues;
- Assisting staff in planning and implementing procedures for improved care.

The Contractor shall transition and assume all Wellness Coordinator duties and responsibilities from Sheriff's Captains to Contractor's medical personnel within 12-18 months of execution of the

resulting Contract. It is the expectation of the County that transition will be a cooperative process between the Sheriff's Office and the Contractor's staff.

The Contractor should provide a detailed project plan for the transition of duties from the Wellness Coordinators to its medical personnel.

Upon completion of the transition, the Contractor shall ensure that at-risk or vulnerable patient populations (high acuity patients) located in the following housing units at the MCJ will receive daily wellness checks which, at a minimum, provide the same services presently provided by Sheriff's Wellness Coordinators. The housing units to be served are:

- Pod 4D (segregation) – 48 cells/beds (Currently 28 in unit)
- Mental Health Unit (MHU) – 19 cells/beds (Currently 18 in unit)
- Pod 4C (Step-down mental health unit – 48 cells/beds (Currently 41 in unit)
- Special Medical Unit (SMU) – 11 Cells/beds (Currently 11 in unit)
- All CIWAs (Detox) – Currently 68 in facility
- All Level 1 patients – Currently 10 in facility

Daily wellness checks are to include face-to-face communication, followed by a daily report to security and medical/mental health staff. These reports will include information on status updates, areas of concern, and status on most serious cases (e.g., refusing to eat, not drinking water, refusing medications or medical procedures, insertion and/or ingestion of foreign substances or objects, etc).

The modified Section reads:

4.9: Daily Wellness Checks for At-Risk Populations

Milwaukee County presently provides daily wellness checks to at-risk or vulnerable patient populations (high acuity patients) in the MCJ. Wellness checks are currently performed by three (3) Wellness Coordinators. These Coordinators are Sheriff's Captains who report directly to the Assistant Jail Commander. Coordinators are security staff. They do not replace or substitute for the Contractor in its separate responsibilities to provide comprehensive medical, dental, and mental health care. The Coordinator role includes:

- Daily verbal communication and checks on all inmates in the Mental Health Unit (MHU), Special Medical Unit (SMU), Segregation Housing (4D), and the step-down mental health unit (4C);
- Daily verbal communication and checks on all detox patients/inmates;
- ~~Daily checks on all level 1 patients/inmates;~~
- Weekly verbal communication with all inmates in facility;
- Liaising with medical and mental health team to address all complaints and issues;
- Liaising with security supervision to address and issues and or complaints related to inmate safety and security;
- Responding to inmates' complaints related to health and safety;
- Daily reports to medical, mental health, and security staff providing updates on inmates with serious medical and mental health issues;

- Assisting staff in planning and implementing procedures for improved care.

The Contractor shall transition and assume all Wellness Coordinator duties and responsibilities from Sheriff's Captains to Contractor's medical personnel immediately upon execution of the resulting Contract. It is the expectation of the County that transition will be a cooperative process between the Sheriff's Office and the Contractor's staff.

The Contractor should provide a detailed project plan for the transition of duties from the Wellness Coordinators to its medical personnel, including timelines.

Upon completion of the transition, the Contractor shall ensure that at-risk or vulnerable patient populations (high acuity patients) located in the following housing units at the MCJ will receive daily wellness checks which, at a minimum, provide the same services presently provided by Sheriff's Wellness Coordinators. The housing units to be served are:

- Pod 4D (segregation) – 48 cells/beds (Currently 28 in unit)
- Mental Health Unit (MHU) – 19 cells/beds (Currently 18 in unit)
- Pod 4C (Step-down mental health unit – 48 cells/beds (Currently 41 in unit)
- Special Medical Unit (SMU) – 11 Cells/beds (Currently 11 in unit)
- All CIWAs (Detox) – Currently 68 in facility
- ~~All Level 1 patients – Currently 10 in facility~~

Daily wellness checks are to include face-to-face communication, followed by a daily report to security and medical/mental health staff. These reports will include information on status updates, areas of concern, and status on most serious cases (e.g., refusing to eat, not drinking water, refusing medications or medical procedures, insertion and/or ingestion of foreign substances or objects, etc).

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ADDENDUM 11 – Medical, Hospitalization, and Specialty Care Cap

This Addendum is made to Sections 2.2: Definitions, pages 13-14 of the RFP document, and 2.3.3: Minimum Qualifications & Responsibilities, page 15 of the RFP document. This Addendum supplements the original provision to clarify the County's expectation regarding health services that may and may not be counted toward the stated $800,000 cap for "medical, hospitalization, and specialty care." **The County reaffirms its desire to have as many specialty services performed on-site, in-house as is cost-effective and feasible.** However, if and when specialty care is needed, the following apply.

Section 2.2 is modified to add the following definitions:

"Off-site and Specialty Care" means those services rendered by a medical provider outside the facilities (HOC or MCJ), or by a Specialty Care Provider providing specialty services on-site. It includes hospitalization, hospice, and emergency transportation (ambulance, chair/care car, air transport).

"On-site" means services rendered inside the facilities (HOC or MCJ) by either a Contractor employee or a Specialty Care Provider.

"Specialty Care Provider" means a licensed, independent (non-Contractor employee) medical specialist providing specialty services on-site at a County facility (HOC or MCJ).

Section 2.3.3 is modified as follows. Modifications are in red.

2.3.3 Minimum Qualifications & Responsibilities

Milwaukee County seeks a vendor to provide a comprehensive and cost-effective program of medical, dental, and mental health services to all inmates residing in the Milwaukee County Jail and House of Correction. **Respondents are responsible for all requirements and responsibilities outlined in the Scope of Work and specifications.**

Respondents must provide a Cost Proposal breakdown for all areas as listed in this RFP. Dental, Diagnostic, Health Information Management, and Mental Health Services must be included in the Cost Proposal for the health care services Contract. Milwaukee County welcomes cost-saving recommendations from Contractors as alternatives that reduce costs while maintaining quality health care standards.

Milwaukee County seeks an overall comprehensive price with an $800,000 cap for ~~medical,~~ hospitalization, hospice, emergency transport, and specialty care. After reaching $800,000, the County will share 50% of these costs with the Contractor for each fiscal year.

Pharmacy costs up to $750,000 will be paid directly to Clinical Solutions, LLC, by Milwaukee County. Pharmaceutical costs above this base will be shared 75% by Contractor and 25% by the County.

The County will contract with Clinical Solutions, LLC, and use the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) pricing. The County's requirement will be for the Contractor to demonstrate the ability to work with the chosen pharmacy (Clinical Solutions), enabling the County to utilize MMCAP wholesale acquisition costs. Proposals should outline a smooth transition for oversight and coordination of services, utilizing an electronic pharmacy program. Contractor should fully explain the ability to work with an independent third-party auditor who will provide monthly reporting on costs. Information regarding Pharmacy Services and breakdown of subcontracted responsibilities can be found in Section 7: Inmate Care and Treatment: Pharmacy Services.

The County seeks Respondents with demonstrable experience providing a comprehensive and cost-effective program of medical, dental, and mental health services in a correctional setting for an ADP of 2,300.

Respondents must provide a minimum of three references from existing clients for whom the Respondent has provided a substantially similar service.

If a subcontracted vendor is provided for any portion of the services provided, the Respondent agrees to be wholly responsible for the subcontracted vendor in performance of responsibilities under the Contract. Should the subcontractor fail to provide satisfactory service under the Contract, the Respondent will be responsible for replacing the subcontracted vendor as expediently as possible and at its own expense, and will provide alternative service as required. **Proposals including a subcontracted vendor contracting separately with the County will be considered non-responsive.**

Respondents must be willing to enter into a Contract with the County, and must comply with all terms and conditions required by state or local law, regulation, or ordinance. **Respondents unable to comply with the County's standard terms and conditions as stated in Section 18: Contract Administration and Attachment I: Insurance and Indemnity Acknowledgement Form will be considered non-responsive.**

Addendum 12 – Questions and Answers Provided 8/27/2018

Please note that all questions are provided “sic erat scriptum” (sic), that is, transcribed exactly as found in the source text, complete with any erroneous or archaic spelling, surprising assertion, faulty reasoning, or other matter that might otherwise be taken as an error of transcription. Questions will be answered as asked.

QUESTION:

Reference Section 4.8, Chronic Disease Management and Special Needs, Paragraph 4.8.3, Treatment Planning, Page 30

The National Commission on Correctional Healthcare (NCCHC) allows a SOAP note to provide required treatment planning information. Is this OK?

ANSWER:

In answer to this question, the County directs Respondents to NCCHC standard “Patients with Chronic Disease and Other Special Needs” (J-F-01), and in particular to the definition of “treatment plan”. That definition reads:

> “A *treatment plan* is a series of written statements specifying a patient’s course of therapy and the roles of qualified health care professionals in carrying it out.”

In further answer, a SOAP (subjective, objective, assessment, plan) note, defined as a structured format for documentation of progress of a patient during treatment, is a critical part of patient care documentation, but does not represent the entirety of appropriate documentation and response as required by a treatment plan. The treatment plan may be laid out in SOAP note format. However, for the sake of patient care and compliance with NCCHC standards, other documentation should exist that includes implementation, progress notes, and adjustment of the plan as necessary. SOAP notation is simply a method for generation of supporting documentation for a treatment plan and should not substitute for complete treatment plan documentation and follow-through.

QUESTION:

Reference Section 6.1, Program Goals, Paragraph 3, Page 47

States on-site mental health services should span 24/7. 6.10, Crisis Intervention and Emergency Responses, Paragraph 1, Page 51 – “if requested to appear on-site…” refers to an on call counselor/psychiatrist appearing at the facility within 8 hours. 11.1.2,

Required (Minimum) Health Care Coverage, Bullet 2, Page 63 – 24/365 day per year mental health coverage is required at MCJ. Evening coverage can be a bachelor level QMHP or MH RN. Please clarify these three statements.

ANSWER:

Statement 1: on-site mental health services should span 24/7.

This statement is reproduced incorrectly. The RFP document states: "The Contractor shall be responsible for quality, administratively efficient, and cost-effective mental health services. **On-site coverage should span 24-hour, 7-day per week staffing for the MCJ.**"

The County reminds all Respondents that two facilities are presently operated: the Milwaukee County Jail (MCJ) and the House of Correction (HOC). 24 hour a day, 7 day per week, 365 day per year mental health coverage **is required** at the Milwaukee County Jail (MCJ). Such coverage **is not required** at the House of Correction (HOC), but must be supported by on-call providers in the case of need for crisis intervention or emergency response.

Statement 2: 24/7, 365 coverage.

Section 11.1.2, Required (Minimum) Health Care Coverage, Bullet 2, page 63 states: "24 hour/365 day per year mental health coverage at MCJ. Evening coverage must include, at minimum, a bachelor-level qualified mental health professional (QMHP) or a mental health RN."

This section is accurate and represents the County's request for 24-hour, 7-day per week staffing for mental health services at the MCJ. Pursuant to the Consent Decree and the Court Monitor's requirements, evening coverage (second and third shifts) may be provided by a QMHP or mental health RN if a psychologist or psychiatrist is not available. However, such QMHPs and/or mental health RNs must work under the direction of a lead psychiatrist and must be supported by on-call providers in the case of need for crisis intervention or emergency response.

Statement 3: Crisis Intervention and Emergency Response

Section 6.10, "Crisis Intervention and Emergency Response" pertains specifically to emergency mental health treatment, which "shall be available 24 hours daily, with on-call psychiatric services when the psychiatrist is not on site." **On-call has been modified in this section. Addendum 13: Psychiatric On-Call represents the new request by the County. That request is as follows:**

"Emergency on-call psychiatric services means that a provider is available within fifteen (15) minutes of request by telephone, or within one (1) hour if it is clinically necessary for the provider to appear on-site for face-to-face provision of services. If requested or

required to appear on-site, the on-call provider shall appear at the requesting facility within one (1) hour of the initial request."

QUESTION:

Reference Section 6.10, Crisis Intervention and Emergency Responses, Paragraph 1, Page 51

This indicates the Contractor is responsible for mental health watches. Are these the less than 15 minute checks or constant observations for acutely suicidal patients?

ANSWER:

Mental health watches are different than those watches or observations for those patients deemed "acutely suicidal" or "nonacutely suicidal" by the 2018 NCCHC standard "Suicide Prevention and Intervention" (J-B-05). Inmates who are determined to be acutely or nonacutely suicidal should be managed as per the the NCCHC standards, which require constant observation or intermittent observation by "facility staff." Milwaukee County refers to such watches as "suicide watches." Suicide watches are presently under custody control and are not performed by medical staff.

Mental health watches are a healthcare intervention method and may be defined differently. These watches are not defined within the NCCHC standards, but may be performed at the Contractor's medical discretion if clinically indicated. These types of watches would pertain to patients with mental health concerns who are not acutely or nonacutely suicidal and support appropriate mental health care through follow-up. Mental health watches are generally under clinical control and not performed by custody staff.

QUESTION:

Reference Section 7.6 Pharmacy Requirements, Page 55

Clinical Solutions will providing 6 Med Carts for both facilities. How many Med Carts are currently being used? What size Med Carts are being used? What size Med Carts will Clinical solutions be providing?

ANSWER:

The County presently uses a total of 9 Med Carts at the MCJ (7 for med pass, 1 for detox, and 1 for wound care), and an additional 4 Med Carts at the HOC. The current cart size range is as follows:

- Length – 33.5 inches to 42.25 inches;

- Width – 22.5 inches;
- Height – 36 inches to 37 inches;
- Carts are approximately 6.5 inches from the floor.

Clinical Solutions will provide “large carts” with three large drawers and three small drawers. Additional dimensions are not available at this time. A picture of the carts provided is attached.

QUESTION:

Reference Section 2.3.3., 3rd through 5th Paragraphs, Page 15

With regard to the conditions for developing an overall comprehensive price:

- Is the $800,000 cap for medical, hospitalization, and specialty care in effect in the current contract?
- Please provide three fiscal years’ worth of data for medical, hospitalization, and specialty care sufficient to determine how frequently, and by how much, the $800,000 cap was exceeded.
- Is the County’s contract with Clinical Solutions, LLC, and the $750,000 pharmacy cap in effect in the current contract?
- Please provide three fiscal years’ worth of data for medical, hospitalization, and specialty care sufficient to determine how frequently, and by how much, the $750,000 cap was exceeded.

ANSWER:

Please note that the bulleted answers below follow form to the question as asked. The County represents the following:

- Yes, there is presently an $800,000 cap for medical, hospitalization, and specialty care in effect in the current contract. Please see Addendum 11:

Medical, Hospitalization, and Specialty Care Cap for more information about which services may and may not be counted toward the cap.

- Please find three fiscal years' worth of data regarding care which exceeded the $800,000 cap.

	5/2014 – 5/2015	**5/2015 – 12/2015**	**2016**	**2017****
Off-site	$751,556	$778,227	$1,036,758	$1,035,621
On-site	$31,546	$48,546	$126,789	$191,168
Total Toward Cap	$783,102	$826,774	$1,163,547	$1,226,789
Less Cap	$800,000	*$515,068**	$800,000	$800,000
Overage	-$16,898	$311,706	$363,547	$426,789

**The County converted to a fiscal-year contract. This period, the cap was pro-rated from $800,000.*

***As of 7/31/2018. Providers have until 12/31/18 (one full year) to submit claims.*

- The County does not presently have a pharmacy contract with Clinical Solutions. However, the County does presently include a pharmacy cap at $850,000. In the current contract the $850,000 was paid by Contractor and the County was responsible for 100% of any overages. This cap was reduced based on represented cost savings by moving to Clinical Solutions and the use of MMCAP wholesale pricing. The use of MMCAP also required the cost to be paid by the County with reimbursement from the Contractor for cost sharing percentage (75%) once the cap is reached.
- Please find three fiscal years' worth of data regarding pharmacy costs which exceeded the $850,000 cap.

Year	**2015**	**2016**	**2017**
Total Expenditure	$909,752	$1,122,309	$1,088,150
Less Cap	-$850,000	-$850,000	-$850,000
Overage	$59,752	$272,309	$238,150

QUESTION:

Reference Section 4.5, Sole Paragraph, Page 28

The RFP requirement for sick call includes a minimum of nursing and clinician sick call services at least 5 days a week and the ability to provide face-to-face sick call responses

within 24 hours of review of the sick call request, if a prompt response to clinical need is determined necessary. The RFP also requires all healthcare services to be provided in accordance with the 2018 NCCHC standards for health services in jails. The 2018 standard J-E-07 requires a face-to-face encounter within 24 hours of receipt of the sick call request, regardless of day of week or holidays.

- Please confirm that the County desires that the provision of sick call services meets the 2018 NCCHC standard.
- Are inmates currently submitting sick call requests using a paper form, or does MCJ or HOC utilize electronic kiosks for submission of sick call requests?
- Please provide three years' worth of data sufficient to determine the number of medical, dental, and mental health sick call requests

ANSWER:

Respondents should assume in responding to this RFP that in the case of any disagreement between stated County requirements and NCCHC standards, the more stringent requirement or standard shall control. The County further confirms that it desires provision of sick call services to meet the current NCCHC standard(s).

Presently, inmates are submitting paper sick call/medical requests. In the interest of providing the most complete answer, the County advises that it is presently exploring the option to receive sick call requests electronically. The County will advise the awarded Contractor of timelines for implementation of electronic sick call request capability. This implementation will not occur prior to mid-2019.

The County currently does not have three years' worth of data regarding sick call requests.

QUESTION:

Reference Section 4.6.2, 2nd paragraph, Page 29

The RFP requires the Contractor to be financially responsible for all emergency and medically necessary transport by ambulance, including airborne. Please provide three years' worth of data sufficient to determine:

- The average number of medical (ambulance, chair/care car) transports to offsite facilities
- The average number of medical transports between offsite facilities
- The number of air ambulance transports each year.

ANSWER:

Please note that the bulleted answers below follow form to the question as asked. The County represents the following:

- The actual number of ambulance runs for 2015 was two hundred and fourteen (214); for 2016 was one hundred and eighty seven (187); and for 2017 was three hundred and fourteen (314). Year to date transport data will be made available shortly.
- Assuming that "medical transports between offsite facilities" means those from hospital to hospital or specialty provider to hospital, the County is not aware of any such intra-facility transfers being conducted. To the best of the County's knowledge, this number is zero (0).
- The County is not aware of any air ambulance transports in the last three (3) years. To the best of the County's knowledge, this number is zero (0).

QUESTION:

Reference Section 4.6.2.2, sole paragraph, age 29-30

Please provide three years' worth of data sufficient to determine the number of offsite medical transports that were conducted by the County transportation team, when ambulance and chair care transport were not needed.

ANSWER:

The County does not have sufficient data available to provide at this time. However, the County represents that these requests occur regularly and are primarily non-urgent (non-emergency) medical requests.

QUESTION:

Reference Section 4.8.4.1, sole paragraph, Page 31

The RFP requires the Contractor to assist inmates with healthcare proxies and advanced directives.

- Over the last three years, how often have healthcare proxies been appointed (or how many inmates have used healthcare proxies)?
- For terminally ill patients who are competent to execute them, are "do not resuscitate" directives permitted within the MCJ and HOC?

ANSWER:

Please note that the bulleted answers below follow form to the question as asked. The County represents the following:

- Over the last three years, the County is not aware of any healthcare proxies being appointed or used. There is one case of this type of request pending in 2018. To the best of the County's knowledge, this answer is zero (0).
- There is no bar to inmates obtaining "do not resuscitate (DNR)" orders from a physician. All patients competent of executing DNR orders who request to execute a DNR order should be permitted to do so in accordance with state, federal, and local law(s).

QUESTION:

Reference Section 4.8.4.1, sole paragraph, Page 31

The RFP requires a plan for terminally ill patients and palliative care.

- Does the County desire hospice services to be provided on site?
- Over the past three years, how often have inmates required hospice services?

ANSWER:

Please note that the bulleted answers below follow form to the question as asked. The County represents the following:

- Hospice and palliative care are rare occurrences within County facilities. There is limited data regarding the provision of such care and its cost. If hospice services are required, the County will work with the Contractor to determine the most care-effective and cost-efficient method of providing services. It is possible that the County may wish to provide hospice services on-site.
- To the best of the County's knowledge, there have been no inmate-patients requiring hospice care over the past three (3) years, nor has such care been provided on-site. However, the County represents that it is presently in the process of obtaining hospice care for one inmate-patient in 2018.

QUESTION:

Reference Section 4.8.4.2, first paragraph, Page 31

The RFP requires medical care for inmates with HIV/AIDs, HCV, and other infectious diseases.

- Please provide three years' worth of data sufficient to understand the volume of incarcerated patients who required such medical care.
- On average, how many inmates are being treated for HIV/AIDs?
- On average, how many inmates are receiving direct acting antiviral medication for HCV?

ANSWER:

In response to the request for three years' worth of data sufficient to understand the volume of incarcerated patients who require such medical care, the County advises Respondents review Addendum 13: HSR Reports for 2016, 2017, and 2018. Additional data is not available to the County for release at this time.

On average, the County had approximately 182 inmates treated for HIV in 2017 (15 inmates/month); approximately 228 inmates in 2016 (19 inmates/month); and approximately 183 inmates in 2015 (15 inmates/month).

The County is not aware of any cases of HCV patients in the last three years, and its current medical services provider represents the same. Therefore, the County represents that to the best of its knowledge, the number of inmates receiving direct acting antiviral medication for HCV is zero (0).

QUESTION:

Reference Section 4.9, third bullet, page 32

County Wellness Coordinators currently conduct daily checks on all level 1 patients/inmates among others, and these responsibilities will transition to the Contractor within 12 to 18 months of execution of the Contract resulting from this RFP.

- What does "level 1" refer to? Please provide an explanation of the County's "level" system. Is this a custody classification system?
- Please confirm daily wellness checks take place 7 days a week.
- Please indicate the average amount of time each Captain spends completing duties as a Wellness Coordinator.
- Once the Contractor assumes these responsibilities, is it anticipated that individual patient contact notes will be required for the wellness checks, in addition to the required daily reports to security and medical/mental health staff?

ANSWER:

Please note that the bulleted answers below follow form to the question as asked. The County represents the following:

- "Level 1" is a classification assigned to detainees by the County's current healthcare provider during the intake process. It is not a custody classification.

"Level 1" inmates/patients are those flagged as requiring provider care/visit within 24 hours of admission to the facility. References to "Level 1" inmates/patients may be disregarded for purposes of wellness checks, as the classification system may vary by provider.

- Yes, wellness checks take place 7 days a week.
- The average amount of time each Captain spends performing duties as a Wellness Coordinator is presently 8 hours a day, 40 hours a week.
- Yes, individual patient contact notes will be required for each contact at a wellness check. These notes must be separate from any required checks to meet NCCHC standards and are separate from daily reports to security and medical/mental health staff.

QUESTION:

Reference Section 4.12, second paragraph, page 34 and 11.5.3, first paragraph, page 72

RFP Section 4.12 requires the Contractor to provide health and mental health training to County staff at least annually. However, RFP Section 11.5.3 appears to require the Contractor to provide the same or very similar training to County employees "every two years."

- Please assist bidders in reconciling these timeframes. Is there one set of training that must be delivered annually, and another set that must be delivered every two years?

ANSWER:

There is one set of trainings which must be provided annually. Those trainings are suicide prevention training and Special Management Team (SMT) training. The SMT training is provided to the officers working in the Mental Health units.

All other trainings may be performed biennially (once every 2 years) in accordance with NCCHC standards.

QUESTION:

Reference Section 5.13.2, page 46

The requirement for basic radiology/x-ray services on site is noted.

- Is permanent x-ray equipment available on site at both HOC and MCJ?
- Are the x-ray images film or digital?

ANSWER:

Only film dental x-rays are available. Film dental x-ray equipment is available at both facilities. No other permanent x-ray equipment is available.

QUESTION:

Reference Section 6.11, sole paragraph, page 51

Please provide three years' worth of data indicating what percentage of the inmate population receive psychiatric services, including psychotropic medications.

ANSWER:

The County presently does not have three years' worth of data available indicating the percentage of the inmate population receiving psychiatric services. However, in the interests of offering the most complete answer possible, the County provides the following chart representing the number of inmate-patients on psychotropic medications.

Year	Average Number of Inmates on Psychotropics	Percentage of Total Inmate Population
2015	534	22.7%
2016	513	22.6%
2017	408	19.3%

QUESTION:

Reference Section 6.12, 3rd full paragraph, page 52

The RFP refers to inmates who have serious mental illness (SMI) and to inmates who have serious emotional disorders (SUD).

- Please provide definitions used by the County to designate inmates as SMI or as SUD.
- On average, what percentage of the inmate population is designated as SMI?
- On average, what percentage of the inmate population is designated as SUD?

ANSWER:

County does not have specific definitions or criteria for designation other than the following:

- **SMI Designation.** Inmates are designated as SMI if they have been diagnosed with a clinical mental health issue.
- **SUD Designation.** Inmates are designated as SUD if they exhibit behavioral concerns that require clinical intervention and evaluation, but are not presently diagnosed with a clinical mental health issue.

County presently does not have specific data on the percentage of the population designated as SMI and SUD. However, in the interests of offering the most complete answer possible, the County refers back to the previous answer, which provided the percentage of the inmate population presently treated with psychotropic medications.

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ADDENDUM 13 – "HSR" Reports 2016, 2017, 2018

This Addendum is provided in further clarification to the following question, asked and answered in Addendum 12 – Q&A 8/27/2018.

QUESTION:

Reference Section 4.8.4.2, first paragraph, Page 31

The RFP requires medical care for inmates with HIV/AIDs, HCV, and other infectious diseases.

- Please provide three years' worth of data sufficient to understand the volume of incarcerated patients who required such medical care.
- On average, how many inmates are being treated for HIV/AIDs?
- On average, how many inmates are receiving direct acting antiviral medication for HCV?

ANSWER:

In response to the request for three years' worth of data sufficient to understand the volume of incarcerated patients who require such medical care, the County advises Respondents review Addendum 13: HSR Reports for 2016, 2017, and 2018. Additional data is not available to the County for release at this time.

On average, the County had approximately 182 inmates treated for HIV in 2017 (15 inmates/month); approximately 228 inmates in 2016 (19 inmates/month); and approximately 183 inmates in 2015 (15 inmates/month).

The County is not aware of any cases of HCV patients in the last three years, and its current medical services provider represents the same. Therefore, the County represents that to the best of its knowledge, the number of inmates receiving direct acting antiviral medication for HCV is zero (0).

HSR reports are available as Excel files in the "Public Files" Section of the Bonfire Portal. They are labelled as follows:

- MKSO HSR 2016 (2016 year);
- MKSO HSR 2017 (2017 year); and
- MKSO 2018 YTD (2018 year to date).

HSR reports are tabbed by month.

RFP 98180020: Milwaukee County Correctional Medical Services

ADDENDUM 14 – Psychiatric On-Call

This Addendum is made to Section 6.10, page 51 of the RFP document. This modification is made in response to the following question, submitted August 6, 2018 and answered in Addendum 12 on August 27, 2018. (Question is reproduced sic.)

> "States on-site mental health services should span 24/7. 6.10, Crisis Intervention and Emergency Responses, Paragraph 1, Page 51 – "if requested to appear on-site…" refers to an on call counselor/psychiatrist appearing at the facility within 8 hours. 11.1.2, Required (Minimum) Health Care Coverage, Bullet 2, Page 63 – 24/365 day per year mental health coverage is required at MCJ. Evening coverage can be a bachelor level QMHP or MH RN. Please clarify these three statements."

Additional information pertaining to the question above and a more complete response can be found in Addendum 12 – Q&A 8-27-18.

The original Section reads:

> **6.10 Crisis Intervention and Emergency Responses**
>
> The Contractor shall provide crisis intervention, clinical restraints and seclusion, use of emergency antipsychotic medication, mental health watches, and referrals for inpatient psychiatric hospitalization as deemed clinically necessary. Emergency mental health treatment shall be available 24 hours daily, with on-call psychiatric services when the psychiatrist is not on site. A counselor or psychiatrist capable of performing a mental health evaluation and a release from suicide watch shall be available on-call at all times. If requested to appear on-site, the on-call counselor/psychiatrist shall appear at the requesting facility within eight (8) hours of the initial request.

The modified Section reads:

> **6.10 Crisis Intervention and Emergency Responses**
>
> The Contractor shall provide crisis intervention, clinical restraints and seclusion, use of emergency antipsychotic medication, mental health watches, and referrals for inpatient psychiatric hospitalization as deemed clinically necessary. Emergency mental health treatment shall be available 24 hours daily, with on-call psychiatric services when the psychiatrist is not on site. A counselor or psychiatrist capable of performing a mental health evaluation and a release from suicide watch shall be available on-call at all times. Emergency on-call psychiatric services means that a provider is available within fifteen (15) minutes of request by telephone, or within

one (1) hour if clinically necessary for the provider to appear on-site for face-to-face provision of services (assessment and treatment). If requested to appear on-site, the on-call counselor/psychiatrist shall appear at the requesting facility within one (1) hour of the initial request.

Addendum 15 – Correction to Addendum 12: Questions and Answers Provided 8/27/2018

Addendum 12 erroneously referred to Addendum 14: Psychiatric On-Call as Addendum 13. Please note the modification to the question asked, below. Addendum 14: Psychiatric On-Call is available in the Public Files area of the Bonfire Portal.

QUESTION:

Reference Section 6.1, Program Goals, Paragraph 3, Page 47

States on-site mental health services should span 24/7. 6.10, Crisis Intervention and Emergency Responses, Paragraph 1, Page 51 – "if requested to appear on-site…" refers to an on call counselor/psychiatrist appearing at the facility within 8 hours. 11.1.2, Required (Minimum) Health Care Coverage, Bullet 2, Page 63 – 24/365 day per year mental health coverage is required at MCJ. Evening coverage can be a bachelor level QMHP or MH RN. Please clarify these three statements.

ANSWER:

Statement 1: on-site mental health services should span 24/7.

This statement is reproduced incorrectly. The RFP document states: "The Contractor shall be responsible for quality, administratively efficient, and cost-effective mental health services. **On-site coverage should span 24-hour, 7-day per week staffing for the MCJ.**"

The County reminds all Respondents that two facilities are presently operated: the Milwaukee County Jail (MCJ) and the House of Correction (HOC). 24 hour a day, 7 day per week, 365 day per year mental health coverage **is required** at the Milwaukee County Jail (MCJ). Such coverage **is not required** at the House of Correction (HOC), but must be supported by on-call providers in the case of need for crisis intervention or emergency response.

Statement 2: 24/7, 365 coverage.

Section 11.1.2, Required (Minimum) Health Care Coverage, Bullet 2, page 63 states: "24 hour/365 day per year mental health coverage at MCJ. Evening coverage must include, at minimum, a bachelor-level qualified mental health professional (QMHP) or a mental health RN."

This section is accurate and represents the County's request for 24-hour, 7-day per week staffing for mental health services at the MCJ. Pursuant to the Consent Decree and the Court Monitor's requirements, evening coverage (second and third shifts) may be provided by a QMHP or mental health RN if a psychologist or psychiatrist is not available. However, such QMHPs and/or mental health RNs must work under the direction of a lead psychiatrist and must be supported by on-call providers in the case of need for crisis intervention or emergency response.

Statement 3: Crisis Intervention and Emergency Response

Section 6.10, "Crisis Intervention and Emergency Response" pertains specifically to emergency mental health treatment, which "shall be available 24 hours daily, with on-call psychiatric services when the psychiatrist is not on site." **On-call has been modified in this section. Addendum 14: Psychiatric On-Call represents the new request by the County. That request is as follows:**

"Emergency on-call psychiatric services means that a provider is available within fifteen (15) minutes of request by telephone, or within one (1) hour if it is clinically necessary for the provider to appear on-site for face-to-face provision of services. If requested or required to appear on-site, the on-call provider shall appear at the requesting facility within one (1) hour of the initial request."

Addendum 16 – Questions and Answers Provided 8/28/2018

Please note that all questions are provided “sic erat scriptum” (sic), that is, transcribed exactly as found in the source text, complete with any erroneous or archaic spelling, surprising assertion, faulty reasoning, or other matter that might otherwise be taken as an error of transcription. Questions will be answered as asked.

QUESTION:

RFP Section 11.1.2, 8th bullet, page 63

The RFP indicates that telepsychiatry at the HOC is acceptable if the psychiatric provider has the ability to access the EHR and document in the EHR in real time. Does this requirement mean that telepsychiatry is prohibited until an electronic health record is implemented? If paper records are used, there are alternatives that ensure records are available to the telepsychiatry provider and that documentation of the encounter is available in a timely fashion.

ANSWER:

If a Respondent proposes telepsychiatry at the HOC and has a concern that the implementation of an EHR may require an extended period of use of paper-based records, the Respondent should clearly state this concern in its response to the RFP questions pertaining to telepsychiatry, and should include a clear transition plan and alternative if it proposes telepsychiatry prior to full implementation of the EHR. An alternative proposal for provision of records to, and receipt of records from, telepsychiatry providers (other than use of the EHR) is permissible, but may impact the total points assigned to a Respondent's proposal in that area.

Please note that there is presently an EHR in place and there will be no transition/limited transition of <u>paper-based records</u> from the existing EHR to a new EHR, if any new EHR is proposed.

QUESTION:

Reference Section 11.5.5, sole paragraph, page 72

Please identify the number of annual TB tests, influenza inoculations, Hepatitis B series vaccines, and other vaccines provided to County staff on an annual basis.

ANSWER:

In 2017, 265 TB tests were performed for County staff at the House of Correction, and 491 TB tests were performed for County staff at the Milwaukee County Jail. Flu and other vaccines are not required to be provided by the Contractor, and are provided separately by a third party, or through employees' private insurance.

QUESTION:

Reference Section 15.1, third paragraph, page 79

The requirements for initial NCCHC accreditation, including NCCHC opioid treatment program (OTP) accreditation, at MCJ and HOC are appreciated.

- Please confirm that neither MCJ or HOC are currently accredited by the NCCHC or the ACA.
- Has the County sought NCCHC accreditation for MCJ or HOC in the past? If so, please provide details regarding the outcome and primary challenges that prevented accreditation.

ANSWER:

Confirmed. Neither the MCJ nor the HOC are presently NCCHC or ACA accredited.

The County has requested that its healthcare provider assist in obtaining accreditation, represented by an accreditation requirement provision and penalty in its contract(s) with the healthcare provider. However, due to varying concerns, formal accreditation has not been sought to date and no data pertaining to accreditation attempts is available.

QUESTION:

Reference Section 17.1, fifth paragraph, page 84

The RFP requires the Contractor to maintain the health records of released inmates, in a documents archive location if necessary.

- Is an offsite documents archive currently in use?
- If so, please identify the location of the archive and the approximate volume of records maintained off site in this archive.

ANSWER:

An offsite document archive is presently used, but all records contained in that archive are the responsibility of the County. Presently, all records are retained within the EHR in electronic format. The EHR is owned and maintained by the incumbent healthcare vendor. County is not aware of the volume of records maintained off-site.

QUESTION:

Reference Section 17.2, first paragraph, page 85

The RFP requires the implementation of an electronic health record (EHR).

- Please confirm that the current health record is paper-based and that no EHR is currently in place.
- If the assumption that records are paper-based is correct, does the County desire existing paper records to be transferred into the EHR and, if so, how much of the existing paper records are expected to be transferred into the EHR?

ANSWER:

This assumption is incorrect. Presently, the Electronic Medical Record/Electronic Health Record (EMR/EHR) is owned and maintained by the incumbent Contractor. The current EMR system is CorEMR. More information pertaining to CorEMR may be found on CorEMR's website at https://coremr.com/.

The County wishes to move from the current on-premise EMR/EHR system to a fully hosted system (see paragraph 2 of Section 17.2). The County expresses no preference for any specific EMR/EHR system beyond the requirement that it is hosted off-site by the Contractor.

The County is not aware of the existence of any paper-based records at this time. However, if during the transition any paper-based records are located, those records must be transferred into the EHR. Records to be retained in the EHR must follow Wisconsin Public Records Law requirements for storage and retention, per Section 18.10, Public Records Law.

QUESTION:

Reference Section 5.6.1, page 38

The RFP indicates that the HOC receives new intakes and that a total of 2,637 bookings occurred in 2017, or an average of 7 bookings a day.

- Does the HOC receive intakes 24 hours a day, 7 days a week, or only within certain designated times (e.g., day and evening shift)?
- What determines whether an arrestee is brought to the HOC instead of the MCJ for intake?

ANSWER:

Intakes received by the HOC commonly occur during two designated timeframes, 8:00 am – 5:00 pm, and 6:00 pm – 8:00 pm. However, emergency transfers outside these hours are possible.

No fresh arrests are brought to the HOC. All arrestees are brought to the MCJ. Any direct intakes performed by the HOC are due-to-report inmates sentenced to a term of confinement at the HOC. Intra-system transfers from the MCJ to the HOC require intra-system intakes upon arrival.

QUESTION:

Reference Section 11.1.2, table, page 64 and Attachment J, Section III.C, page 14

The approved Staffing Matrix included in RFP Section 11.1.2 includes a 1.0 FTE Chief Psychiatrist and a 0.2 FTE Psychiatrist, as well as 4.0 FTE Psychiatric ARNPs. The Christensen Consent Decree appears to require a 1.0 FTE psychiatrist at MCJ and a 0.7 FTE psychiatrist at HOC. Please confirm that in the case of such discrepancies between the Consent Decree language and the RFP Staffing Matrix, the staffing in the RFP Staffing Matrix prevails and be considered to satisfy any specific staffing requirements in the Consent Decree.

ANSWER:

In the case of any discrepancies between the 2001 Christensen Consent Decree document and the RFP Staffing Matrix, the Staffing Matrix shall prevail. Over the last 17 years, the County has worked closely with the court monitor assigned to oversee compliance with the Consent Decree, and all changes to the Staffing Matrix requested or required by the court monitor are reflected in the RFP's Staffing Matrix. The staffing requirements from the 2001 document are static and often no longer applicable. Ultimately, approval by the court monitor is required for any proposed staffing to be considered to satisfy the specific staffing requirements of the Consent Decree. For purposes of this RFP, please be advised that the court monitor has approved the RFP's Staffing Matrix.

QUESTION:

Reference Section 14.1, 1st paragraph, page 77, and 2.1.3, 3rd paragraph, page 12

RFP Section 14.1 and other portions of the RFP refer to a “Contract Monitor appointed by the County,” while RFP Section 2.1.3 and other portions of the RFP refer to a “court monitor.”

- Please confirm that these positions are one and the same.
- Please confirm that the Contractor will not be responsible for the fees of the Contract Monitor/Court Monitor.

ANSWER:

Sections 11.1.1, 14.1, and 14.4.1 refer to a "Contract Monitor". The County Contract Monitor is appointed by Milwaukee County and is responsible for oversight of the contract and contract compliance. The County Contract Monitor will operate within the bounds of the contract's terms and will be tasked with enforcing those terms and ensuring SLAs are met.

Clinical performance enhancement review, mortality review, case management review, and other such 13.2 are required to be performed at the Contractor's expense, but will be overseen by, and compliance will be enforced by, the County Contract Monitor.

Sections 2.1.3, 5.6.7, and 11.2 refer to the "Court Monitor". This individual is referred to in the Consent Decree as the "Medical Monitor". This individual is NOT staffed or appointed by Milwaukee County, but is a representative mutually agreed to by the County and the Plaintiffs who is responsible for overseeing the services provided to ensure compliance with the Consent Decree. The Court Monitor is not bound by the contract's terms and may require changes to terms, staffing, provision of services, or other requests. The Court Monitor has full authority to request and require these changes and any such changes requested or required must be implemented. Changes requested or required beyond the scope of this RFP or the contract's terms will be negotiated between the Parties and may require amendment to any contract.

The Contractor is not responsible for the payment of fees related to the services of either the Contract Monitor or the Court Monitor (Medical Monitor).

QUESTION:

RFP Section 21.12 item F.

RFP Section 21.12 item F. states, "Staffing ratios above or in supplement to the minimum requirements as listed in Section 11.1.2: REQUIRED (Minimum) Health Care Coverage, in particular those positions you believe are necessary to provide the services under this RFP." Please clarify if the County is requesting the staffing ratios of what we are proposing for this project or perhaps staffing ratios of other projects? Could the County please elaborate?

ANSWER:

The County apologizes for the contextual confusion pertaining to this question. The question listed above (Section 21.12, Question 4, subsection f), reads as follows:

> *"Provide Human Resources data for the last three (3) years, including, at a minimum: staffing ratios above or in supplement to the minimum requirements as listed in Section 11.1.2: REQUIRED (Minimum) Health Care Coverage, in particular those positions you believe are necessary to provide the services under this RFP."*

This question should be read as requesting HR data to support your ability to staff ratios above or in supplement to the minimum requirements as listed in Section 11.1.2, and specifically to demonstrate your ability to support your proposed staffing plan. If provision of staffing ratios of other projects supports or demonstrates your ability to maintain ratios above or in supplement to the minimum requirements listed in Section 11.1.2, such data should be provided.

QUESTION:

Section 4.9, Page 32, Fourth Bullet

The RFP requires wellness checks including "Weekly verbal communication with all inmates in facility (emphasis added)."

- When the contractor assumes responsibility for the wellness checks, will the contractor be expected to complete weekly verbal communication with all inmates in the facility, i.e., approximately 940 to 950 individual verbal communications each week?
- If so, what is the expectation for documentation of these weekly contacts?

ANSWER:

Bulleted answers follow form to the question as asked. The County represents the following:

- Yes.
- Documentation should indicate that verbal communication was made with each inmate. Additionally, it should expand on any issues noted with an inmate or grievances voiced by that inmate, as well as note any follow-up requests or referrals necessary, as clinically indicated, to healthcare providers. If all is well, "no issues" may be noted for each inmate with no additional detail provided.

QUESTION:

Section 4.9, Page 32, First Three Bullets

The first three bullets included in RFP Section 4.9 require daily verbal communication and checks on all inmates in the MHU, SMU, 4D, and 4c as well as all inmates receiving detoxification management services. Daily checks but not daily verbal communication is required for all Level 1 inmates.

- RFP Section 6.13 requires interactive wellness rounds by mental health staff no less than twice a week by mental health staff, and in accordance with the level of isolation. Once the Contractor assumes responsibility for the daily wellness checks, will the interactive wellness rounds required in RFP Section 6.13 "count"

towards the requirement for daily verbal communication and checks required in RFP Section 4.9?

- Alternatively, is the County expecting both interactive wellness rounds per RFP Section 6.13 and NCCHC standards and, over and above these rounds, additional daily wellness checks per RFP Section 4.9, which are currently completed by the Sheriff's Captains and will be transferred to the Contractor in the new contract?
- Please explain the nature of daily checks without verbal communication that are required for Level 1 inmates.

ANSWER:

Bulleted answers follow form to the question as asked. The County represents the following:

- Interactive wellness rounds required by NCCHC standards are not considered "wellness checks" for the purposes of the Milwaukee County Sheriff's Office and identified populations presently served by the Wellness Coordinators. They are performed by mental health staff and must be recorded as a separate transaction from wellness checks to demonstrate NCCHC standards are met.
- Correct. Wellness checks are to be performed over and above NCCHC standards as requested by the Milwaukee County Office of the Sheriff for identified populations. Duties are presently performed by the Sheriff's Captains and will transfer to the Contractor. NCCHC standards must still be met. Wellness checks and interactive wellness rounds may be performed at the same time, but must be logged as two separate transactions.
- The daily checks for Level 1 inmates may be disregarded. "Level 1" is a term utilized by the incumbent healthcare provider during intake to indicate that a particular inmate/patient needs to be seen by a provider within 24 hours of intake. This term may not be applicable to other providers.

QUESTION:

Section 21.6, #5, Page 112

This question refers to Section 7.18, Medication Administration Training Requirements. We believe this might be in error. Please confirm if this question was intended to point to Section 7.17, Medication Administration Training Requirements.

ANSWER:

Confirmed.

QUESTION:

Reference 2.3.3: Minimum Qualifications & Responsibilities, Paragraph 5, Page 15

Clinical Solutions, LLC will use the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) pricing. 75% of pharmacy costs over $750,000 will be Contractor responsibility. What were the total Pharmacy Costs for the most recent Fiscal Year?

ANSWER:

The total Pharmacy costs for the most recent fiscal year (2017) were $1,088,150. Please note that this cost represents the cost as provided to the County by its current healthcare provider contracting directly with a pharmaceutical provider, and that it is not based on MMCAP pricing.

QUESTION:

Reference 14.4.2 Additional Contract Management Reports: page 78 1st paragraph 8th bullet

Please provide the cost of pharmaceuticals inclusive of dispensing fees, credits and backup pharmacy so the contractor can project an accurate forecast to compare to budget.

ANSWER:

The total Pharmacy costs for the most recent fiscal year (2017) were $1,088,150. To the best of County's knowledge, dispensing fees, credits, and backup pharmacy costs are included in this number as provided by the current healthcare provider. Please note that this cost represents the cost as provided to the County by its current healthcare provider contracting directly with a pharmaceutical provider, and that it is not based on MMCAP pricing.

QUESTION:

Section 2.3.3, Page 15

Will the cost of all healthcare services not provided on site apply toward the $800,000 medical, hospitalization, and specialty care cap?

ANSWER:

Please see Addendum 11: Medical, Hospitalization, and Specialty Care Cap, which further clarifies which services are and are not counted toward the cap. The cost of any services which meet the definition in Addendum 11 will be counted toward the cap

unless can be covered by the inmate's individual, family or place of work's health insurance plan.

QUESTION:

Section 2.3.3, Page 15

Are there any healthcare services currently or projected to be performed on site that will be applied toward the $800,000 medical, hospitalization, and specialty care cap?

ANSWER:

Please see Addendum 11: Medical, Hospitalization, and Specialty Care Cap, which further clarifies which services are and are not counted toward the cap. The cost of any services which meet the definition in Addendum 11 will be counted toward the cap unless can be covered by the inmate's individual, family or place of work's health insurance plan. The County is considering bringing eye care and physical therapy onsite if cost-savings analyses indicate onsite services to be more cost-effective than offsite services.

QUESTION:

Section 4.6.2, Page 29

Will the cost of emergency transportation be included in costs applying to the $800,000 cap for medical, hospitalization, and specialty care?

ANSWER:

Please see Addendum 11: Medical, Hospitalization, and Specialty Care Cap, which further clarifies which services are and are not counted toward the cap. The cost of any services which meet the definition in Addendum 11 will be counted toward the cap unless can be covered by the inmate's individual, family or place of work's health insurance plan. At this time, transports are included in the $800,000 cap and paid at Medicare rate.

QUESTION:

Section 5.13.3, Page 46

Are all imaging services other than basic on-site x-ray performed off-site and to be included in the $800,000 cap for medical, hospitalization and specialty care?

ANSWER:

Presently, all imaging services (other than film dental x-rays provided using onsite equipment) performed onsite are provided through MobileEx. Please see Addendum 11: Medical, Hospitalization, and Specialty Care Cap, which further clarifies which services are and are not counted toward the cap. The cost of any services which meet the definition in Addendum 11 will be counted toward the cap unless can be covered by the inmate's individual, family or place of work's health insurance plan. Imaging services which meet the definitions in Addendum 11 will be included in the $800,000 cap.

QUESTION:

Section 22.1, Page 125

If medical, hospitalization and specialty costs exceed $800,000 for a fiscal year, will the 50% cost sharing occur during the fiscal year after the $800,000 cap is exceeded or as part of an end of year reconciliation? Please outline the sharing process.

ANSWER:

The 50% cost sharing will occur on a monthly basis, based upon Contractor's invoices. Contractor is required to invoice monthly and report all amounts counted toward the $800,000 annual cap. Once the cap is reached, County will share 50% of the monthly cost each month that the $800,000 cap is exceeded. County does not wish to move to an annual, year-end reconciliation model at this time.

QUESTION:

RFP p. 12, section 2.1.3 Milwaukee County Jail & House of Correction: The RFP states that proposals should be based on a combined estimated Average Daily Population ("ADP") of 2,300 for the 2019 calendar year. Please provide a current breakdown of the inmate/detainee population included in the overall population figures, as follows:

a. Male.
b. Female.
c. Juvenile.
d. Transgender.

ANSWER:

Bulleted answers follow form to the question as asked. The County represents the following:

- Please see Addendum 7 – Population Demographics by Facility.
- Please see Addendum 7 – Population Demographics by Facility.
- Neither facility is authorized/rated to house juveniles. There are no juveniles in either facility.

- To date, the County has not captured any data regarding its transgender population. This designation is not tracked. However, in an attempt to answer this question to the best of its ability, the County represents that it believes the transgender population is under ten (10) individuals between both facilities at any given time.

QUESTION:

RFP p. 20, section 2.14 Contract Terms & Funding: The RFP states that Milwaukee County contemplates award of a Contract resulting from this RFP which reflects payment of a fee for services on an annual basis. Is it the County's intent to make a one-time annual payment for services?

ANSWER:

No. The County intends to make payments on a monthly basis (1/12th of the annual cost less any staffing penalties) following Contractor invoice for staffing and any overages toward the $800,000 medical/hospitalization/specialty cap. Invoicing monthly is required.

QUESTION:

RFP p. 21, section 2.16 Payment Requirements: The RFP states that the County reserves the right to make payments through a Purchasing Card.

a. Please clarify the terms of the purchasing card to include if there are specific parameters for acquiring.

b. If there is a convenience/usage fee associated with the card who is responsible to pay the fee, the County or Contractor?

ANSWER:

Based on the structure of this contract, County does not expect to utilize a Purchasing Card to pay for services, and therefore retracts standard terms related to Purchasing Cards stated in Section 2.16.

QUESTION:

RFP p. 26, section 3.2 Coordination of Services: The RFP states that the Contractor shall coordinate with other Milwaukee County vendors to facilitate the provision of

services with the treatment provided by other Contractors, including alcohol and substance disorder treatment services.

a. Who is the provider of alcohol and substance disorder treatment services that the Contractor would be expected to coordinate with?

b. What other vendors provide treatment services to the inmate population?

ANSWER:

Bulleted answers follow form to the question as asked. The County represents the following:

- Presently, the incumbent healthcare provider provides AODA services. Any future healthcare provider is expected to do so as well.

- Due to the nature of the County's services and service partners, the available vendors and organizations capable of providing treatment services to the inmate population is substantial and variable. The County's expectation is that Contractor will be involved in the Programs Provider Meeting along with custody staff and HOC and MCJ Administration, and will make all reasonable effort to ensure participation of program providers appropriate to the inmate population.

QUESTION:

RFP p. 28, section 4.5 Sick Call and Daily Non-Emergency Health Care Requests:

a. Which discipline conducts Nurse Sick Call—RN or LPN?

b. What is the annual number of Nurse Sick Call, Mid-level Sick Call, Physician Sick Call at the MCJ and HOC?

ANSWER:

Bulleted answers follow form to the question as asked. The County represents the following:

- Presently, the discipline depends on the nature of the medical concern, but the County represents that to the best of its knowledge Nurse Sick Call is conducted primarily by RNs or NPs.

- The County does not have sufficient data to respond to this question at this time.

QUESTION:

RFP p. 45, section 5.12.1 Telemedicine and Videoconferencing:

a. Are telepsychiatry or any other telemedicine specialty services currently provided at the MCJ or HOC?
b. If telemedicine equipment is needed, who is responsible for the initial cost of purchasing such equipment?

ANSWER:

Please refer to previously released Addenda, which cover this question. In further answer:

- No telepsych or telemedicine services are presently provided.
- Contractor is responsible for the initial cost of purchasing the equipment. County is responsible for the cost of network infrastructure (cabling, connectivity, etc).

QUESTION:

RFP p. 47, section 6 Inmate Care and Treatment: Comprehensive Mental Health Services:

a. In order to validate the requested minimum staffing (p. 64-65) and calculate an accurate budget, please provide the following information:

    i. Number of attempted suicides in the past two (2) years.
    ii. Number of completed suicides in the past two (2) years.
    iii. Number of episodes of suicide watch per month in the past two (2) years.
    iv. Number of self-injurious events in the past two (2) years.
    v. Number of psychiatric hospitalizations in the past two (2) years.
    vi. Number of psychiatric inpatient hospital days in the past two (2) years.
    vii. Total cost of psychiatric inpatient hospitalizations for each of the past two (2) years.
    viii. Number of episodes of restraint per month in the past two (2) years.
    ix. Number in restrictive housing in the past two (2) years.
    x. Number of forced psychotropic medication events in the past two (2) years.
    xi. Number of Psychiatrist visits per month..
    xii. Number of Mental Health Professional visits per month.
    xiii. Number of mental health grievances per month.
    xiv. Number of episodes of seclusions per month.

b. Who is financially responsible for psychiatric emergencies and/or psychiatric hospitalizations—the Contractor or the County?

c. Please identify the hospital used for mental health inpatient referrals.

ANSWER:

The County represents the following. Questions are repeated to limit confusion. Answers by the County are in red.

a) In order to validate the requested minimum staffing (p. 64-65) and calculate an accurate budget, please provide the following information:

i) Number of attempted suicides in the past two (2) years.
Accurate information on this classification is not available. In the interest of answering this question to the best of its ability, the County states that to the best of its knowledge, there have been two (2) unsuccessful suicide attempts at the Milwaukee County Jail in the last two (2) years.

ii) Number of completed suicides in the past two (2) years.
None in the last 2 years.

iii) Number of episodes of suicide watch per month in the past two (2) years.
County represents that it does not have sufficient data to answer this question, but further represents that suicide watches (constant observation/15 minute checks pursuant to the NCCHC standard) are the responsibility of custody staff, not of clinical staff.

iv) Number of self-injurious events in the past two (2) years.
County represents that it does not have sufficient data to answer this question.

v) Number of psychiatric hospitalizations in the past two (2) years.
County represents that psychiatric hospitalizations outside of Chapter 51 or court-ordered hospitalization are highly uncommon. Chapter 51 or court-ordered hospitalizations are not the responsibility of the Contractor. County represents that to the best of its knowledge, the number of psychiatric hospitalizations that were the responsibility of County/Contractor in the past two years was 0.

vi) Number of psychiatric inpatient hospital days in the past two (2) years.
County represents that to the best of its knowledge, the number of psychiatric inpatient hospital days that were the responsibility of County/Contractor in the past two years was 0.

vii) Total cost of psychiatric inpatient hospitalizations for each of the past two (2) years.
County represents that to the best of its knowledge, the cost of psychiatric inpatient hospitalizations that were the responsibility of County/Contractor in the past two years was 0.

viii) Number of episodes of restraint per month in the past two (2) years.
This information has been requested from the incumbent healthcare provider and will be made available when and if received by the County.

ix) Number in restrictive housing in the past two (2) years.
County represents that it does not have sufficient data to answer this question, but further represents that the maximum number of restrictive housing beds/cells are as follows:

(1) For the MCJ – 3 in the Special Medical Unit; 19 in the Mental Health Unit (acute); and 48 in Segregation;
(2) For the HOC – 24 cells in Ocean 2 dedicated specifically to medical restrictive housing.

These numbers do not include restrictive housing used or suitable for non-medical, non-mental health segregation.

x) Number of forced psychotropic medication events in the past two (2) years.
County represents that it does not have sufficient data to answer this question. However, in the interest of answering this question to the best of its ability, County believes these events are rare and only permissible by court order. To the best of its knowledge, County represents that none of these events have occurred over the last two years.

xi) Number of Psychiatrist visits per month.
Psychiatrist onsite visits are included in "Psych HCP encounters" statistics, which include Psychiatrist as well as Psych NP visits:

2016-11,877 Psych HCP encounters (average of 989.75/month).
2017-11,028 Psych HCP encounters (average of 919/month).
2018 YTD-5,566 Psych HCP encounters (average of 463/month YTD).

There have been 0 offsite Psychiatrist visits within the last two (2) years.

xii) Number of Mental Health Professional visits per month.

2016- 51,012 Psych MHP encounters (average of 4,251/month).
2017- 46,557 Psych MHP encounters (average of 3,879.75/month).
2018 YTD- 27,198 Psych MHP encounters (average of 2,266.5/month YTD).

xiii) Number of mental health grievances per month.
County represents that it does not have sufficient data to answer this question.

xiv) Number of episodes of seclusions per month.
County represents that it does not have sufficient data to answer this question.

b) Who is financially responsible for psychiatric emergencies and/or psychiatric hospitalizations—the Contractor or the County?

If the inmate-patient is **not** committed either by Chapter 51 or by court order, responsibility for psychiatric hospitalization would be the responsibility of the Contractor. Psychiatric emergencies are the responsibility of the Contractor. Psychiatric hospitalizations resulting from Chapter 51 commitments or court-ordered hospitalizations are not the responsibility of the County or Contractor.

c) Please identify the hospital used for mental health inpatient referrals.

Due to the rarity of such occurrences that are the responsibility of the County/Contractor, no such hospital relationship exists.

QUESTION:

RFP p. 57, section 7.14 Medication Delivery Requirements:

a. How many med passes are conducted daily at the MCJ and HOC?
b. Which discipline(s) conducts med passes (e.g., CMT, LPN, RN, etc.)?
c. How many med carts are utilized per med pass at the MCJ and the HOC?
d. Will Clinical Solutions be supplying the (6) med carts at both the MCJ and HOC?

ANSWER:

Bulleted answers follow form to the question as asked. The County represents the following:

- Med passes are conducted dependent upon inmate need. However, both the MCJ and HOC represent that the majority of medications are passed twice per day (AM and PM).
- Presently, med pass is conducted by LPNs.
- The HOC utilizes four (4) med carts per med pass. The MCJ utilizes 7 med carts for med pass, 1 for detox, and 1 for wound care. Please see Addendum 12 for additional details.
- No. Clinical Solutions will supply six (6) total med carts, 3 for the HOC and 3 for the MCJ.

QUESTION:

RFP p. 58, section 7.16 Keep-on-Person Medications (KOP): Does the County currently have a KOP program?

a. If so, what is the extent of the current KOP program?

ANSWER:

No.

QUESTION:

RFP p. 59-60, section 8.1 Programs and Reentry Services: The RFP states that certain programs for the HOC are provided by outside sources and are not the responsibility of the contractor, except for alcohol and other drug abuse (AODA) groups, which are offered by properly credentialed staff. Please clarify what substance use disorder services the Contractor will be expected to provide at the MCJ and HOC.

ANSWER:

The Contractor is expected to provide AODA services.

QUESTION:

RFP p. 81, section 16.5 Supplies and Equipment:

a. Please provide a list of all medical and dental equipment that will be available to the new Contractor, including the model, age, and condition.
b. Please provide a list of all office/computer equipment that will be available to the new Contractor (e.g., computers, printers, fax machine, copier, etc.), including the model, age, and condition.
c. How many AEDs are on site?
d. Who is responsible for maintaining the AEDs—the Contractor or the County?

ANSWER:

Bulleted answers follow form to the question as asked. The County represents the following:

- The County is not able to provide a list of medical and dental equipment that will be available to the new Contractor at this time.
- The County is not able to provide a list of technological equipment available to the new Contractor at this time.
- Please see Attachment A: HOC AED Inspection Report for all AEDs located at the HOC. There are 7 AEDs located in the MCJ – 1 per floor on floors 3 through 6, 1 in the clinic, 1 in booking, and 1 in the lobby.
- The County is responsible for maintaining AEDs.

QUESTION:

RFP p. 97, section 19.3.2 Submitting Proposal Materials:

(a) Is there a maximum file size limit for uploading files to the Bonfire website?

(b) Does the County anticipate an extension to the proposal deadline?

ANSWER:

Bulleted answers follow form to the question as asked. The County represents the following:

- The maximum file size for upload is 1000mb. For files labelled “any” (Technical Proposal, Cost Proposal) file size includes .zip files.
- The County does not anticipate an extension to the proposal deadline at this time.

QUESTION:

RFP p. 100, section 20.3.2 Response Guidelines: Would the County consider omitting the requirement to include the RFP questions in the proposal as long as the Proposer includes a clear reference to the RFP section and question number? Including the RFP questions will add significant length to the proposal, which we understand the County wishes to be as brief and direct as possible.

ANSWER:

No. County requests that instructions be followed as written. Our evaluators appreciate your compliance with the instructions.

QUESTION:

THIS QUESTION HAS BEEN MODIFIED TO REMOVE REFERENCES TO THE REQUESTING ENTITY.

RFP 98180020 Correctional Medical Services, Addendum 5, Page 2 - Pharmacy Licensed as a Wholesaler in WI

Addendum 5 indicates that Clinical Solutions should be treated as a wholesaler providing medications and supplies, and is not responsible for formulary creation/oversight or provision of a licensed Pharmacist. However, the Wisconsin Department of Safety and Professional Services Credential/Licensing Search appears not to list Clinical Solution as a “Wholesale Distributor of Prescription Drugs.” Without this license, they would not be able to legally distribute stock medications. Due to the impending deadline, will you permit bidders wishing to partner with another pharmacy to do so, if that pharmacy is licensed as a Wholesale Distributor of Prescription Drugs in Wisconsin (and will be properly licensed at the time of proposal submittal) and if that pharmacy’s medication costs (which easily can be audited) will be the same if not less than Clinical Solutions?

ANSWER:

Addendum 5 represents an inaccurate and incomplete answer on the part of the County pertaining to licensure specifics in the pharmacy industry. County's statement that Clinical Solutions "should be treated as a wholesaler" for purposes of the RFP does not, and should not be read to, place any qualification on the distribution licensure of Clinical Solutions, and was intended to assist healthcare providers in understanding the limits of Clinical Solutions' participation and the expectations of Contractor's responsibilities only.

In further answer to this question, Milwaukee County, through its contract with Clinical Solutions, will comply with all state and federal pharmacy law, including the Drug Quality and Security Act of 2013. Compliance with state and federal law pertaining to the distribution of prescription drugs is the responsibility of Clinical Solutions through its contract with Milwaukee County and will not be the responsibility of the Contractor. The County further represents that Clinical Solutions has demonstrated licensure appropriate for its function under the contract and in compliance with state and federal law.

Bidders are required to use Milwaukee County's third party pharmacy provider (Clinical Solutions) and proposals deviating from this model will not be accepted at this time.

QUESTION:

RFP 98180020 Correctional Medical Services, Addendum 6, Page 3 - Credits

Addendum 6, page 3 discusses the pharmacy cap and the MMCAP pharmacy contract. Please confirm that credits will be provided and taken into consideration regarding the $750,000 cap number before Bidders will be required to share medication costs. (1) Will monthly credit reports be provided to the Contractor? (2) Will the dispensing fees be counted against the $750,000 cap or are medication costs just considered related to the cap? (3) Will charges for inspections and P&T meetings and backup utilization count against the $750,000 cap?

ANSWER:

Credits will be applied monthly on monthly invoices, and the cost of the medication will be the value "credited." Credits will not include the dispensing fee charge. Presently, dispensing fee charges are counted against the pharmacy cap. Charges for P&T meetings will be included in Clinical Solutions' dispensing fee. Inspections are the responsibility of the Contractor and at the Contractor's cost. Back up pharmacy costs will count toward the cap.

QUESTION:

To protect the staff of the healthcare services vendor from diversion issues, an electronic medication check-in program and an electronic medication return processing program are essential. (1) Will Clinical Solutions be providing a web-based electronic medication check-in and return program at no additional cost to Contractor? (2) If so, will each of their blister cards and medications dispensed have a unique barcode identifier, which would not be the same as the prescription number, in order for a Contractor to be able to account for every piece of product in the medication rooms and/or medication carts?

ANSWER:

Bulleted answers follow form to the question as asked. The County represents the following:

- Yes. An electronic delivery reconciliation software will be provided to the Contractor at no cost.
- Yes. The medication blisters will all have unique barcoded peel off labels. These labels can be pulled off for use by the facility in tracking returns sent back to Clinical Solutions.

QUESTION:

So that the staff of the healthcare services vendor can access prescriber, inmate, and medication data 24/7/365, will Clinical Solutions be providing a web-based reporting dashboard?

ANSWER:

Yes.

QUESTION:

RFP 98180020 Correctional Medical Services, page 52, Section 7.1

Page 53, Section 7.1 indicates that Contractor should outline the transition of services with Clinical Solutions that includes set up and integration with their electronic data system and electronic medication administration record (MAR). What is the name of the system Clinical Solutions is providing for electronic order entry and eMAR capabilities?

ANSWER:

Question asked and answered in Addendum 9. In the interests of clarity, the County repeats here that Clinical Solutions **is not** providing an eMAR. Fully functional EHR solutions should include an embedded EMAR. Clinical Solutions will interface with the

Contractor's chosen EHR via traditional HL7 interfacing for all electronic processing. Clinical Solutions' pharmacy information system is CIPS software, made by Kalos.

QUESTION:

RFP 98180020 Correctional Medical Services, page 57, Section 7.14

Page 57, Section 7.14 indicates that the Contractor shall obtain and administer all STAT prescription orders within 4 hours of the order by on-site supply or by subcontracting with a local pharmacy. The Wisconsin Department of Safety and Professional Services website appears not to list a Wholesale Distributor of Prescription Drugs license for Clinical Solutions. The lack of a wholesaler license would prohibit stock medications from being available at the facility. Therefore, you would need to access a local pharmacy for STAT and first-dose medications at a higher cost. Please confirm that Clinical Solutions, and not the healthcare services provider, will be responsible for any costs associated with the procurement of medications from a local pharmacy if the subcontracted pharmacy is not licensed as a wholesaler in Wisconsin and thus not able to provide stock medications in the state.

ANSWER:

Milwaukee County, through its contract with Clinical Solutions, will comply with all state and federal pharmacy law, including the Drug Quality and Security Act of 2013. Compliance with state and federal law pertaining to the distribution of prescription drugs is the responsibility of Clinical Solutions through its contract with Milwaukee County and will not be the responsibility of the Contractor. The County further represents that Clinical Solutions has demonstrated licensure appropriate for its function under the contract and in compliance with state and federal law. STAT medications will be available as needed and will not come at a higher cost. Costs up to $750,000 per year will be paid by Milwaukee County. Costs exceeding $750,000 per year will be split between the Contractor (75% responsibility) and the County (25% responsibility).

QUESTION:

RFP 98180020 Correctional Medical Services, page 58, Section 7.15

Page 58, Section 7.15 indicates that the Contractor shall establish an approved list of on-site stock medication for STAT dose capability and for use as a starter dose and for emergencies. To ensure that healthcare staff is not administering doses of medications from stock that was not procured from a Wisconsin-licensed wholesaler, can you please provide the name of the wholesaler that is registered in Wisconsin that will be distributing stock?

ANSWER:

Clinical Solutions will provide the stock. Milwaukee County, through its contract with Clinical Solutions, will comply with all state and federal pharmacy law, including the Drug Quality and Security Act of 2013. Compliance with state and federal law pertaining to the distribution of prescription drugs is the responsibility of Clinical Solutions through its contract with Milwaukee County and will not be the responsibility of the Contractor. The County further represents that Clinical Solutions has demonstrated licensure appropriate for its function under the contract and in compliance with state and federal law.

QUESTION:

RFP 98180020 Correctional Medical Services, Addendum with MMCAP Agreement with Clinical Solutions

The Clinical Solutions MMCAP agreement provided in your addenda states, “2.7.4 During the term of this Contract, Vendor must maintain its status as a licensed wholesaler in the state of Tennessee and states where the participating Facilities are located. Vendor will provide repackaged stock medications in accordance with its status as an FDA Approved Repackager.” Please confirm that Clinical Solutions is licensed as a wholesaler in the state of Wisconsin at the time bidders are to submit their proposal responses in order for their MMCAP contract to be executed.

ANSWER:

Milwaukee County, through its contract with Clinical Solutions, will comply with all state and federal pharmacy law, including the Drug Quality and Security Act of 2013. Compliance with state and federal law pertaining to the distribution of prescription drugs is the responsibility of Clinical Solutions through its contract with Milwaukee County and will not be the responsibility of the Contractor. The County further represents that Clinical Solutions has demonstrated licensure appropriate for its function under the contract and in compliance with state and federal law. Vendors are not required to “execute” any contract with MMCAP or with Clinical Solutions.

QUESTION:

It is important for healthcare services providers to know that the vendors they are required to partner with have additional brick-and-mortar locations that will maintain medication dispensing services in the event of a manmade or natural disaster. Please confirm that Clinical Solutions has existing locations (other than their corporate pharmacy) that can ensure continuity of pharmacy services should a disaster impact their ability to dispense from their central pharmacy.

ANSWER:

The County, through its partnership with Clinical Solutions, is responsible for securing back-up and redundancy planning. Clinical Solutions will provide all necessary disaster recovery information directly with Milwaukee County. This information is proprietary and will not be shared with Respondents. The County represents that it is comfortable with the information Clinical Solutions has provided regarding back-up and redundancy planning in the case of disaster.

ATTACHMENT A:
HOC AED INSPECTION REPORT

Milwaukee County
House of Correction

Automated External Defibrillator (AED) Inspection Report

Friday, August 03, 2018

TIME	LOCATION	SER. #	PADS	BATT.	BAG MASK	POCKET MASK	PREP KIT
0811	West Exterior Security Office	X03J022887	X	GREEN	1	0	1
0816	Annex Office	X03L024777	X	GREEN	1	1	2
0818	Print Shop Office	X13F606939	X	GREEN	1	1	1
1032	Booking Office (No case)	X03L024762	X	GREEN	1	1	1
1115	Administration (East Wall)	X04A026986	X	GREEN	1	3	3
1121	Huber Office	X13F606574	X	GREEN	1	1	2
1156	2nd 400 Office	X05C055482	X	GREEN	1	0	2
1159	2nd 600 Office	X03K022979	X	GREEN	1	0	2
1301	Health Services Unit (HSU)	X03K023046	X	GREEN	1	1	1
1335	North Battery Room	X03K023025	X	GREEN	1	1	1
1342	Roll Call Hallway	X03K022983	X	GREEN	1	1	1
1342	Master Control Hallway	X05B052976	X	GREEN	1	2	2
	Wednesday, August 01, 2018						
0908	Maintenance	X05L075792	X	GREEN	1	0	1
0920	Sallyport Office	X13F606467	X	GREEN	1	1	1

RFP 98180020: Milwaukee County Correctional Medical Services

ADDENDUM 17 – Proposal Submission Deadline

Milwaukee County received a substantial number of questions during its Question & Answer period for RFP 98180020: Milwaukee County Correctional Medical Services. While most of the questions have been answered at this time, additional questions remain open. The County will attempt to answer all outstanding questions no later than close of business on **Friday, August 31, 2018.**

As a result of this extended deadline, it is in the County's best interests to extend the Proposal Submission Deadline to permit Respondents time to appropriately incorporate all answers into their Proposals. The extended deadline will be **Friday, September 14, 2018 at 3:00 PM CST.**

Addendum 18 – Questions and Answers Provided 8/30/2018

Please note that all questions are provided “sic erat scriptum” (sic), that is, transcribed exactly as found in the source text, complete with any erroneous or archaic spelling, surprising assertion, faulty reasoning, or other matter that might otherwise be taken as an error of transcription. Questions will be answered as asked.

QUESTION:

7.14, Medication Delivery Requirements, Paragraph 1, Page 57

– Requires deliveries 7 days a week. Is Clinical Solutions prepared to provide medication deliveries 7 days per week as they will be providing the courier?

ANSWER:

Because neither UPS nor FedEx deliver on Sundays, medications required for urgent or emergent situations on Sundays must be acquired using Clinical Solutions’ network of local back-up pharmacies to meet the 7-day a week medication availability requirement.

QUESTION:

Reference Section 4.8.4.3, first paragraph, page 32

The RFP requires early detection and treatment services for sexually transmitted infections.

- Please provide three years’ worth of data showing the number of tests completed for chlamydia, gonorrhea, HIV, and syphilis, as well as the number of tests for each type of infection that came back positive.
- Does the County currently use a mandatory/opt out or opt in testing protocol for HIV testing at intake?

ANSWER:

Milwaukee County represents that the answers provided to this question have been obtained from its incumbent healthcare provider and outside laboratory services provider. The County provides this information as a courtesy in an attempt to answer Respondent requests as fully as possible, but makes no warranty as to its accuracy or completeness. The following bulleted answers follow form to the question as asked.

- Please reference the HSR reports for 2016, 2017, and 2018 for confirmed cases of chlamydia, gonorrhea, HIV, and syphilis. Regarding the number of tests completed, please reference the chart below. Please note that some requested tests scan for more than one infection.

Test Name	Tests For	# of Tests for MCJ 2016-2018	# of Tests for HOC 2016-2018
Chlamydia/GC Amplification #183194	Chlamydia Gonorrhea	1,024	1,297
Panel 083935	HIV	559	1,110
PRP #006072	Syphilis	313	417
Ct, Ng, Trich vag by NAA #183160*	Chlamydia Gonorrhea Trichmoniasis	252	360

** This test was removed from ordering due to the availability of other, lower-cost options.*

- The County currently uses a non-mandatory, opt in testing protocol for HIV testing at intake. No involuntary or unrequested tests for HIV are performed. In order for an inmate-patient to be tested for HIV, the test must be requested by the inmate-patient. All screenings for HIV must be with the inmate-patient's consent.

QUESTION:

Reference Section 5.12, first paragraph and bullets, pages 44-45

In regards to specialty services:

- Please provide three years' worth of data sufficient to determine the volume of each specialty service provided.
- Which of the required specialty services are currently provided on site?

ANSWER:

Please see the chart below regarding payments made for each specialty service, events of the specialty type, along with notes regarding certain service areas. Additional data is not available at this time.

Service	2015	2016	2017	Average
Dialysis	$12,902	$47,147	$97,527	$52,525
OBGYN	$36,570	$43,847	$26,813*	$35,743
Ultrasound	$26,252	$34,240	$62,275	$40,922
TOTALS	$75,724	$125,234	$186,614	$129,191

**OBGYN quit mid-year. No invoices were received August – December 2017.*

On 8/17/2018, incumbent healthcare provider updated the County regarding onsite ultrasound services. The number of ultrasound events has increased (volume variance went from 102 events to 378 with over 400 in projections). Healthcare provider advised that the Medical Director (who has an OBGYN background) set up an approval process

with nurse practitioners to provide these services, and now consistently has 10 providers in place (as opposed to 4 or so previously).

Presently, OBGYN services are provided to inmate-patients through the incumbent's staff, and specialist services are not necessary with current staff in place (including Medical Director and a Woman's Health Nurse Midwife). The WHNM comes on-site approximately once or twice a week, focusing on women's health, transgender, and pregnant patient populations. The Medical Director oversees care when the WHNM is not on-site. The Medical Director and WHNM coordinate care and treatment plans with each patient's offsite specialists, as well. Presently, for pregnant inmate-patients, the OB who will be delivering the baby must be established with the patient, as the incumbent healthcare vendor and its vendor partners would not deliver nor did they have admitting privileges at nearby hospitals.

For dialysis services, the present provider (FMC) provides services on-site.

For ultrasound services, the present provider (MobileExUSA) provides services on-site.

QUESTION:

Reference Section 5.10, 1st paragraph, page 44 and Section 11.1.2, page 64

The RFP requires the Contractor to order therapeutic diets developed by a registered dietician, registered dietitian nutritionist, or licensed dietitian.

- A position with these credentials is not included in the RFP Staffing Matrix. Who is responsible for employing staff for this position?

ANSWER:

The County's food services vendor (Aramark) presently provides a licensed/registered dietician through the food contract. However, the County further represents that its expectation is for the Contractor to provide any staff necessary to ensure NCCHC standards are met – in this case, the "Medical Diets" standard (J-D-05). It is the Contractor's responsibility to determine how it will meet NCCHC standards, whether through cooperation with Aramark, use of its own staff, or other methods. Contractor is responsible for employing staff for this position if it believes that employment of such staff is necessary to meet the NCCHC standards. If Contractor believes any additional staff (beyond the 128.8 required staff) are necessary to meet NCCHC standards, it should identify such staff in its Cost Proposal. The final responsibility for meeting the NCCHC standards rests with the Contractor, and not the County food services vendor.

QUESTION:

Reference Section 6.4, 2nd paragraph, pages 48-49

The requirement to classify each mental health referral as emergent, urgent, or routine is noted.

- Please provide three years' worth of data sufficient to understand the volume of emergent, urgent, and routine mental health referrals.
- If the County has established timeframe requirements for responding to emergent, urgent, and routine mental health referrals, please indicate what those timeframes are and what percentage of mental health referrals at each level of acuity (emergent, urgent, and routine) have been compliant with these timeframe requirements.

ANSWER:

Milwaukee County represents that the answers provided to this question have been obtained from its incumbent healthcare provider and EMR system. The County provides this information as a courtesy in an attempt to answer Respondent requests as fully as possible, but makes no warranty as to its accuracy or completeness. The following bulleted answers follow form to the question as asked.

- County provides the following data from incumbent healthcare provider's EMR in response to this question.

Year	Urgent/Emergent Referrals*	Routine Referrals
2016	1,312	3,590
2017	1,453	3,925
2018 YTD	1,563	3,409

**Urgent referrals are referred to as emergent referrals in our current system. There are not separate classifications for these tasks.*

- Urgent referrals require follow-up within 24 hours and routine referrals require follow-up within 72 hours. Mental Health staff are currently scheduled daily including weekends to ensure timeframes are met. Very rarely are these timeframes not met (less than 5% approx.), and generally are not met for reasons outside of provider control (i.e. patient will only see a particular psychiatric social worker who isn't scheduled, or as a result of a high influx of intakes within a short period of time). County ultimately represents that its expectation for timeframes is that urgent and routine referrals and follow-up conform with NCCHC standards and the requirements of the Consent Decree. Contractor is responsible for conforming with the standards and requirements and demonstrating its ability to comply.

QUESTION:

Reference Section 6.6, second to last bullet, page 50

The RFP appears to require that the Mental Health Director must review and sign each mental health treatment plan and subsequent revision thereto.

- Is this interpretation correct?
- If so, it is correct to conclude that the Mental Health Director may be responsible for reviewing and signing several hundred treatment plans or treatment plan reviews each month?

ANSWER:

In answer to this question, the County states that the Contractor is responsible for meeting NCCHC standards. If the Contractor determines that it is necessary for the Mental Health Director to review and sign all mental health treatment plans and revisions in order to conform with NCCHC standards, it should ensure that the review is performed. However, the County further represents that presently each clinician signs his or her own treatment plans with the patient, as is common for any other mental health facility. These treatment plans are presently reviewed, not typically signed. The Mental Health Director and Mental Health Supervisor review treatment plans and other documents during daily reviews and peer reviews. Psych providers sign separate authorizations for psychotropic drug prescriptions and plans, as well. **While the County has provided the foregoing information in an attempt to fully answer this question, it reiterates that the responsibility of the Contractor will be compliance with the Consent Decree and NCCHC standards. The County expects the Contractor to take any and all appropriate actions required to comply with those standards.**

QUESTION:

Reference Section 6.8, sole paragraph, page 50

The requirement to provide group therapy is noted.

- Are mental health groups currently provided in general population settings?
- Please identify all treatment areas available for mental health group programming.

ANSWER:

Please note that the bulleted answers below follow form to the question as asked. The County represents the following:

- Mental health groups are not presently provided in general population settings. Housing units are not set up for group activity within the unit, nor do they offer the private setting required for group therapy sessions.
- Both the MCJ and HOC have substantial private-setting space available for the provision of mental health groups. Contractors will be expected to coordinate with County staff to access these spaces for the purposes of holding mental health groups. Access will be decided dependent on group needs.

QUESTION:

Reference Section 8.1, first paragraph, page 60 and Section 3.2, 5th bullet, page 26

The RFP at Section 8.1 appears to indicate that the Contractor will be responsible for delivering alcohol and other drug abuse (AODA) groups at the HOC. RFP Section 3.2,

fifth bullet, appears to suggest that alcohol and substance disorder treatment services are provided by other Contractors.

- Is the interpretation of the RFP correct, that the Contractor will be responsible for delivering AODA group programming at the HOC?
- Are the AODA staff included in the Staffing Matrix found on RFP pages 64-65? If so, please identify which positions provide AODA programming.
- How many AODA groups are provided each week, and how many inmates participate in each group? The RFP requires AODA treatment services to be gender specific, offered by properly credentialed staff, and structured with standardized curricula. Is the County requiring specific curricula to be used for AODA groups? If so, please identify these curricula.

ANSWER:

Please note that the bulleted answers below follow form to the question as asked. The County represents the following:

- Yes, Contractor will be responsible for delivering AODA programming.
- Yes, AODA is provided by existing staff. Currently, the following positions provide AODA programming:
    - Director of Mental Health
    - Case Managers (2)
    - Psych Social Workers (3)
- Currently, one AODA group is held per week. Beginning in August of 2018, the incumbent healthcare vendor will run two (2) AODA groups per week whenever sufficient staff is available. Each group begins with twenty (20) participants, and typically graduates 12-15 inmate-patients per group. In 2018 YTD, 161 inmate-patients have been enrolled in the AODA program. There is no specific curricula required. Contractor is expected to provide curricula which conforms to clinical and legal standards and requirements and which meets NCCHC standards. However, in the interest of answering this question as fully as possible, the County understands that the current curriculum focuses on the following topics:
    - Addiction and the brain
    - Stages of change
    - Identifying triggers (internal and external)
    - Identifying emotions & healthy coping
    - Enjoying a new sober lifestyle
    - Relapse prevention

  The information utilized is rooted in Smart Recovery, NIH, and SAMHSA.

QUESTION:

Reference Section 11.2.4, sole paragraph, page 69

The RFP requires the Contractor to encourage and facilitate program participation of students, interns, residents, and postdoctoral fellows. In order to ensure continuity of such academic programs during and following contract transition, please identify each academic affiliation or program that is currently placing nursing students, interns, residents, and/or postdoctoral fellows in rotations at HOC or MCJ.

ANSWER:

Milwaukee County represents that the answers provided to this question have been obtained from its incumbent healthcare provider. The County provides this information as a courtesy in an attempt to answer Respondent requests as fully as possible, but makes no warranty as to its accuracy or completeness. The following is a list of each academic affiliation or program presently used to place students, interns, residents, and/or postdoctoral fellows in rotation at the facilities, as well as indication of which programs are presently placing students.

- University of Wisconsin, Oshkosh – Nursing Program, Nurse Practitioner Program;
- Alverno College, Milwaukee – Nurse Practitioner Program, Art Therapy Program (prior to 2/2017);
- Concordia University Wisconsin, Mequon – Nurse Practitioner Program;
- University of Wisconsin, Milwaukee – Nurse Practitioner Program;
- Kaplan University (now Purdue University Global), Milwaukee – Nurse Practitioner Program;
- Bethel University, Minnesota – Nurse-Midwife Program.

QUESTION:

Reference Section 5.5. sole paragraph, page 38 and Attachment J, page13, Section H

The RFP indicates that neither the HOC nor the CMJ "presently operates" an infirmary. Section H of Attachment J, the Christensen Consent Decree, refers to an infirmary and requires a policy and procedures that define the level of services that can be provided in the infirmary.

- Is an onsite infirmary required under the terms of the Consent Decree?
- Does the County plan to implement an infirmary during the course of the new contract? If so, please provide projected timeframe and details.
- Please provide a description of the 11-bed Special Medical Unit at MCJ sufficient to enable bidders to understand how this unit differs from an infirmary.

ANSWER:

Current NCCHC standards state that an infirmary is not a physical location, but instead a particular level of care. Please note that the Consent Decree was placed in force prior to the issuance of the most recent NCCHC standards, during a time at which an infirmary was considered to be a physical location. As previously stated, when a conflict arises between NCCHC standards and Consent Decree requirements, the more stringent standard shall control. In this case, the County believes the more stringent standard to

be the NCCHC standard of “level of care”. Infirmary level care is required, and is presently provided, at the MCJ through the Special Medical Unit (SMU). The County’s expectation regarding implementation of an infirmary is that Contractor will conform with NCCHC standards and will provide infirmary level care as necessary, regardless of physical location. The 11-bed SMU is presently used to provide infirmary level care. However, the more important requirement is compliance with NCCHC standards, which define the infirmary as a level of care, not a location.

QUESTION:

Reference Section 2.1.3, third paragraph, page 12

Contractors are expected to meet or exceed the Christensen Consent Decree, and a Court Monitor conducts semi-annual inspections. Please provide a copy of the most recent report from the Court Monitor, which we understand was submitted in May 2018. Providing the report to non-incumbents will ensure that all bidders have access to the same quality assurance and compliance information currently afforded to the incumbent.

ANSWER:

Please see Attachment A: Court Monitor Report, May 2018.

QUESTION:

Reference 7.1 Use of County Pharmacy Provider (Clinical Solutions), Paragraph 1, Page 52

The RFP states "All pharmaceutical services must be directed by a licensed pharmacist." Does this pharmacist need to be licensed in Wisconsin?

ANSWER:

Regarding the use of pharmacists – Milwaukee County represents that as previously stated, Clinical Solutions should be considered as a mail-order pharmacy provider and is not responsible for ensuring on-site compliance with NCCHC standards, Consent Decree requirements, and/or other state, local, and federal laws pertaining to on-site control, oversight, and distribution of pharmaceuticals. Clinical Solutions is also not responsible for any required audits by a licensed pharmacist as outlined in the NCCHC standards. It is the Contractor’s responsibility to understand and comply with all NCCHC standards, state, local, and federal laws, and Consent Decree requirements pertaining to the licensure of pharmacists providing services in compliance with these laws, standards, and requirements. The County expects the Contractor to provide an individual appropriately licensed to meet all such laws, standards, and requirements.

QUESTION:

Reference Section 7.9 Pharmacy and Medication Inspection Requirements page 58 paragraph1

The RFP states "At least quarterly, a licensed pharmacist must conduct inspections of all areas within the facilities where medications are maintained. Inspection includes, but is not limited to, expiration dates, security, storage, sharps management, medication disposal, review of MAR, and the medication discrepancy and wastage reports. Inspection reports must be submitted to the health service administrator and County facility administration." Does this pharmacist need to be licensed in Wisconsin?

ANSWER:

Regarding the use of pharmacists – Milwaukee County represents that as previously stated, Clinical Solutions should be considered as a mail-order pharmacy provider and is not responsible for ensuring on-site compliance with NCCHC standards, Consent Decree requirements, and/or other state, local, and federal laws pertaining to on-site control, oversight, and distribution of pharmaceuticals. Clinical Solutions is also not responsible for any required audits by a licensed pharmacist as outlined in the NCCHC standards. It is the Contractor's responsibility to understand and comply with all NCCHC standards, state, local, and federal laws, and Consent Decree requirements pertaining to the licensure of pharmacists providing services in compliance with these laws, standards, and requirements. The County expects the Contractor to provide an individual appropriately licensed to meet all such laws, standards, and requirements.

QUESTION:

Reference: 7.6 Pharmacy Requirements page 55 4th bullet

The RFP states "Maintenance of proper and current Wisconsin Controlled Substance Registration and federal controlled substance registration..." Are the above licenses under the County, Pharmacy or Medical Name?

ANSWER:

These licenses are presently under the name of the Medical Director, an employee of the incumbent healthcare provider. Please note that it will be the Contractor's responsibility to ensure that these licenses are current and valid and that it conforms with the NCCHC standards and Consent Decree requirements, as well as any other state, local, and federal laws.

QUESTION:

Attachment D, Page 130

Please confirm that the cost of any personnel proposed in addition to the mandated 128.8 FTEs are not to be included in the Annual Cost Proposed but rather listed on a separate page

ANSWER:

Confirmed.

QUESTION:

Attachment D, Page 130

Are the costs to run/maintain the E.H.R. to be included in the Annual Cost Proposed or excluded and listed separately?

ANSWER:

Listed separately.

QUESTION:

Attachment D, Page 130

Are the costs to transfer the software rights of the E.H.R. to be included in the Annual Cost Proposed or excluded and listed separately?

ANSWER:

Listed separately.

QUESTION:

Page 52 7.1 USE OF COUNTY PHARMACY PROVIDER (CLINICAL SOLUTIONS)

The RFP states "The Contractor is expected to work with Milwaukee County's chosen pharmacy, Clinical Solutions, as stated in Section 7.1: Use of County Pharmacy Provider. Describe the service model you will use to provide pharmaceutical services for the HOC and MCJ and indicate how you plan to work with Clinical Solutions to meet the goals of that service model." Does the county expect Clinical Solutions Pharmacy to dispense and distribute medications through an on-site pharmacy or a mail order pharmacy service model?

ANSWER:

Mail-order model.

QUESTION & ANSWER:

County's answers provided in red.

1. Please provide the total dollar amount spent for all offsite expenditures for FY 2016, FY 2017, and YTD 2018. Please confirm off-site amounts are based on Medicaid rates.

   Yes, we do pay based on Medicaid rates. Information from 2018 for off-site care is not presently available and will not be provided.

	5/2014 – 5/2015	**5/2015 – 12/2015**	**2016**	**2017****
Off-site	$751,556	$778,227	$1,036,758	$1,035,621

2. Please provide the total dollar amount the County has spent for all offsite expenditures for FY 2016, FY 2017, and YTD 2018. Please confirm off-site amounts are based on Medicaid rates.

   The answer to this question is not readily available. Milwaukee County pays only for off-site expenditures when those expenditures exceed the $800,000 cap. However, at this time, certain specialty services provided "on-site" are considered toward the off-site cap. Those services and the definitions for what may be billed against the off-site cap are provided in Addendum 11. In an attempt to respond to this question, the County refers back to its original answer pertaining to the cap. YTD costs for 2018 are not available and will not be provided.

	5/2014 – 5/2015	**5/2015 – 12/2015**	**2016**	**2017****
Off-site	$751,556	$778,227	$1,036,758	$1,035,621
On-site	$31,546	$48,546	$126,789	$191,168
Total Toward Cap	$783,102	$826,774	$1,163,547	$1,226,789
Less Cap	$800,000	$515,068*	$800,000	$800,000
Overage	-$16,898	$311,706	$363,547	$426,789

3. Please provide the dollar amount spent on total pharmaceuticals for FY 2016, FY 2017, and YTD 2018. Please confirm these amounts are based on MMCAP pricing schedules.

   These amounts are not presently based on MMCAP pricing schedules as the County is moving to a new contract to obtain MMCAP pricing. 2018 YTD costs are not available and will not be provided.

Year	**2015**	**2016**	**2017**
Total Expenditure	$909,752	$1,122,309	$1,088,150

4. What is the average number of inmates receiving pharmaceutical treatment each month for the following?
    a. HIV

        On average, the County had approximately 182 inmates treated for HIV in 2017 (15 inmates/month); approximately 228 inmates in 2016 (19 inmates/month); and approximately 183 inmates in 2015 (15 inmates/month).

    b. HEP C

        The County is not aware of any cases of HCV patients in the last three years, and its current medical services provider represents the same. Therefore, the County represents that to the best of its knowledge, the number of inmates receiving direct acting antiviral medication for HCV is zero (0).

    c. Blood Factors

        The County has requested this data from its incumbent healthcare vendor and will provide the data if and when it is available.

QUESTION & ANSWER:

County's answers provided in red.

1. RFP p. 29, section 4.6.2 Emergency Transportation: In order to prepare an accurate budget for transportation services, please provide the following:
    a. Number of ambulance transfers by facility – Please see previously provided response.
    b. Number of non-ambulance transfers by facility – This information is not presently available.
    c. Number of 911 transfers by facility – To the best of the County's knowledge, this number overlaps with ambulance transfers.
    d. Number of Life Flight/helicopter transfers by facility – No air transports in last 3 years.
    e. Total annual ambulance service costs.

        Ambulance service costs to County and Contractor occur only if an inmate-patient is booked to the Jail and the inmate-patient is in County custody. Invoices for inmate-patients who are not in County custody are paid by other agencies. Total ambulance runs reflect both those invoices paid by the County, and those paid by other agencies. In 2017, the County paid for 167 ambulance runs for a total of $76,612.19. In 2016, the County paid for 55 ambulance runs for a total of $24,279.06.

QUESTION & ANSWER:

County's answers provided in red.

RFP p. 50, section 6.8 Group Therapy: The RFP states that groups include cognitive behavioral therapy, dialectic behavioral therapy, psychoeducational therapy, trauma-informed care, gender-responsive treatment, and substance use disorder therapy. Please indicate the number of times per week each group is provided.

Presently, Milwaukee County only provides cognitive-behavioral therapy and AODA (through the incumbent healthcare provider). This group/class is provided eight (8) times a year. To the best of the County's knowledge, dialectic behavioral therapy, psychoeducational therapy, and gender-responsive treatment are not presently provided. The County represents that to its knowledge, some programs have been based around trauma-informed care, but that this is a basis or approach to the manner in which a class is conducted, not a specific class type that can be easily tracked. The Contractor is expected to provide group therapy on a schedule that complies with NCCHC standards and Consent Decree requirements.

For information pertaining to AODA groups, please see answers regarding AODA.

QUESTION & ANSWER:

County's answers provided in red.

RFP p. 69, section 11.2.4 Students and Interns: Please provide information about any current programs for students and interns.

Asked and answered. Please see previous response to this question.

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ATTACHMENT A:
COURT MONITOR REPORT, MAY 2018

	DEC-16	JAN-17	FEB-17	MAR-17	APR-17	MAY-17
ANALGESIC	873.99	865.18	919.26	664.78	890.78	1291.66
ANTI-INFECTIVE	1730.82	1673.9	972.23	2323.11	2023.21	1320.63
ANTI-COAGULANT	3718.91	1723.43	3698.94	2738.16	2502.05	2310.48
DERMATOLOGICAL	2946.74	1943.67	1514.81	1357.15	947.41	1712.05
ANTI-HYPERLIPIDEMIC	209.27	205.88	188.22	202.83	123.21	200.67
ANTI-NEOPLASTIC	48.39	66.01	20.12	61.4	85.74	29.94
ANTI-PARKINSON	1.67	0	0	0	0	0
PULMONARY	**8154.57**	**5891.47**	**5482.92**	**12440.16**	**11072.44**	**11495.89**
VACCINE	971.51	748.48	488.82	451.02	245.84	344.87
BIO-IMMUNO	141.33	6625.99	5086.46	525.15	532.25	44.44
CARDIAC	2558.78	2374.05	911.15	1706.95	1096.15	1236.87
COUGH AND COLD	247.32	213.9	307.03	333.8	354.64	415.1
DIABETES	**8366.53**	**5911.39**	**8814.81**	**8334.91**	**4534.57**	**9103.46**
ENDOCRINE-METAB	4734.97	2588.61	5584.12	8014.44	6494.91	6039.12
GASTROINTESTINAL	2422.32	3375.04	2626.34	2504.82	2725.42	2861.85
HEMATOLOGICAL	4060.12	923.84	4728.81	2008.8	14.84	3337.31
HEPATITIS B	281.17	81.51	0	0	0	0
HEPATITIS C	0	0	0	0	0	0
HIV	**24207.34**	**35775.79**	**48490.12**	**30927.75**	**28408.68**	**33409.67**
MISC ANTIVIRAL	183.09	141.57	281.77	264.84	543.92	42.33
MISC IV	19.99	7.37	0	4.61	15.56	36.73
MUSCLE RELAXANT	137.12	92.51	109.65	87.83	41.13	106.39
OPTHALMIC AND OTIC	731.41	1495.95	917.37	2021.07	538.33	921.98
PSYCHOTROPIC	**12969.75**	**11454.88**	**8502.82**	**8222.62**	**5942.23**	**11497.58**
RENAL-GENITOURINARY	4149.47	4991.73	3726.42	3823.5	3863.31	4620.39
SEIZURE	2151.43	2215.08	2804.66	6008.33	1795.04	3207.16
NUTRITIONAL	2337.69	2419.34	295.94	3148.81	1932.19	1954.66
TUBERCULOSIS	0	0	0.91	0.46	0	0
THYROID	448.63	417.33	307.32	307.68	285.61	277.61
DIAGNOSTIC AIDS	1973.07	0	2315.99	781.38	1823.22	1823.22
OTHER	16.4	241.61	48.48	183.93	-2.615E-11	2.50111E-12
TOTAL	90793.8	94465.51	109145.5	99450.29	78832.68	99642.06

GRAND TOTAL COST FOR PERIOD **$572,329.83**

% OF TOTAL COST	% OF TOTAL COST THRU OCT-17	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr
1.0%		679.33	872.06	869.13	1231.55	943.23	743.59
1.8%		4005.45	6985.82	5117.75	5906.18	7137.06	6030.67
2.9%		1956.41	2732.84	2981.43	4319.02	1330.24	3624.53
1.8%		1295.14	1495.9	1838.35	1339.26	2304.23	2797.74
0.2%		283.51	168.33	302.78	279.76	251.55	238.13
0.1%		3147.13	11879.81	12681.66	12681.93	12692.5	14357.99
0.0%		24.63	0	20.4	0.91	2.87	0.91
9.5%		**13356.84**	**11366.3**	**15201.6**	**11142.09**	**12341.36**	**10790.86**
0.6%		2479.89	679.75	600.4	756.46	671.74	615.27
2.3%		79	287.55	992.99	1856.14	419.24	361.37
1.7%		1524.61	629.67	1026.45	1597.61	1061.02	1811.55
0.3%		119.93	177.92	155.62	169.77	126.77	128.4
7.9%		**6937.69**	**5831.77**	**8526.08**	**7576.45**	**9699.33**	**9268.04**
5.8%		4434.48	1859.09	175.92	7184.92	1464.56	819.96
2.9%		2765.73	1985.49	4238.92	5094.16	3326.02	4351.47
2.6%		14.48	8.9	18.21	20.21	19.02	20.79
0.1%		0	0	0	73.75	0	0
0.0%		0	0	0	0	0	0
35.2%	**35.1%**	**29012.89**	**28391.07**	**39364.87**	**28849.81**	**48040.32**	**44272.01**
0.3%		166.26	36.24	40.04	3183.79	321.99	39.99
0.0%		10.32	5.73	0	18.85	8.03	34.4
0.1%		66.71	65.48	38.27	18.84	73.86	103.41
1.2%		866.28	625.17	845.23	539.94	610.18	551.35
10.2%	**13%**	18258.99	7800.06	10739.81	11014.25	9297.51	10710.36
4.4%		65.72	334.88	324.47	70.33	119.61	95.17
3.2%		3883.46	2808.55	2340.77	3240.75	2528.26	3760.35
2.1%		341.55	286.64	1924.71	2019.27	237.4	277.73
0.0%		87.87	0	2.27	2.27	2.27	0
0.4%		392.28	325.69	288.91	259.31	258.93	186.61
1.5%		2344.14	1823.22	8113.66	572.5	1790.98	1431.25
0.1%		386.75	0	329	47.18	218.38	41.2
100.0%		98987.47	89463.93	119099.7	111067.26	117298.46	117465.1

$653,381.92

% OF TOTAL COST
0.9%
6.1%
3.0%
1.9%
0.3%
11.8%
0.0%
13.0%
1.0%
0.7%
1.3%
0.2%
8.4%
2.8%
3.8%
0.0%
0.0%
0.0%
38.1%
0.7%
0.0%
0.1%
0.7%
11.8%
0.2%
3.2%
0.9%
0.0%
0.3%
2.8%
0.2%
114.2%

Addendum 21 – Questions and Answers Provided 9/4/2018

Please note that all questions are provided “sic erat scriptum” (sic), that is, transcribed exactly as found in the source text, complete with any erroneous or archaic spelling, surprising assertion, faulty reasoning, or other matter that might otherwise be taken as an error of transcription. Questions will be answered as asked.

QUESTION:

Reference Section 4.12, second paragraph, page 34

The Contractor will be responsible for providing required health and mental health training to its own staff and County (custody) staff at least annually. Because not all custody staff will be available at any given time, it is assumed that multiple training sessions must be offered in order to provide required training to all County staff.

- Currently, how frequently is the annual health-related training provided to custody staff?
- While it is appreciated that the County defines the number of hours of training, how long are the annual health-related training sessions as they are currently provided? (How many hours should the Contractor expect to set aside to conduct this training?)

ANSWER:

The following represents the training required for County (custody) staff.

Annual training required:

1. **Suicide Prevention Training.** This is a 4-hour block of training provided to all Milwaukee County Jail and House of Correction correctional staff on an annual basis. Presently, the MCJ has 250 officers attend this training, and the HOC has an additional 250 officers attend this training. The training is generally split up into approximately 6 separate sessions per location to ensure that all officers on every shift can attend.

2. **Special Management Team (SMT) Training.** This is a 4-hour block of training to all officers who specialize in working on the mental health units. There are approximately 40 officers who specialize in working in these areas across both facilities. Two sessions are usually needed at each location to ensure that all officers are able to attend.

3. **Academy Training**. A 4 hour block of Crisis Management Training is provided at every new academy class for correctional officers at the County’s training academy

in Franklin. The County hosts, on average, 9 correctional academy classes between the two facilities every year.

4. **Academy Training**. A 20 hour block of Crisis Management Training is provided at every academy class for law enforcement officers at the County's training academy in Franklin. The County hosts, on average, 2 law enforcement academy classes every year.

QUESTION:

Reference Section 5.9.2, 1st four bullets, page 43, and Attachment J, page 15, Section IV.A

The RFP requires an oral screening within 14 days of the inmate's arrival; oral hygiene and prevention education within 30 days of arrival; and oral examination by a dentist within 12 months of arrival. RFP Attachment J requires a dental intake examination within 45 days of the inmate's arrival.

- Please help bidders reconcile these varying timeframes. Does the "dental intake examination" required within 45 days of arrival by the Consent Decree refer to an examination by the dentist?
- The 2018 NCCHC Standard J-E-06 requires oral hygiene and preventive oral education to be provided within 14 days of arrival, not within 30 days of arrival. Please confirm the County desires this step to be provided in accordance with NCCHC standards.
- Please confirm that the oral screening and oral hygiene and prevention education required by the RFP can be provided by a registered nurse or higher level medical provider who has received documented training approved or provided by the dentist.

ANSWER:

Milwaukee County has requested the Court Monitor respond to questions involving terminology differences between NCCHC standards and Consent Decree documents. The County has not yet received a response from the Court Monitor regarding the "dental intake examination." In an attempt to answer all questions as expediently as possible, the County has answered this question with its understanding of the meaning of "dental intake examination." However, the County wishes to make clear that its understanding of the meaning of the Consent Decree is not, and should not be construed to be, controlling. Should the Court Monitor provide differing or updated information or definitions at any time during the RFP process or thereafter, the Court Monitor's information and definitions shall control.

- The County understands the "dental intake examination" to refer to an oral screening as defined by NCCHC standards. The County further represents that in any instance in which NCCHC standards and the Consent Decree's terms and requirements differ, the more stringent standard shall control.

- The County desires all provision of care to be in accordance with NCCHC standards, unless the Consent Decree provides a more stringent standard, in which case the more stringent standard shall control.
- To the best of the County's knowledge, this is permissible. However, the County states that any provision of care must be in accordance with the NCCHC standards, and further states that the Court Monitor's position on the method of provision of care shall control.

QUESTION & ANSWER:

RFP p. 38, section 5.6 Intake Services:

a. How many intakes are conducted on average per day, per month, and per year?
Information pertaining to bookings are provided in the RFP, Section 5.6.1, "Receiving Screening." Please refer to the RFP for this information. Averages per month are not available, but may be extrapolated from provided data.

b. What is the Facility's policy regarding the cost of care for pre-existing conditions?
Cost of care for pre-existing conditions is included in the provision of medical care under the contract.

c. When are PPDs implanted—during intake or during the 14-day health assessment?

To the best of the County's knowledge, PPDs are not presently placed during intake. However, the County states that the Contractor shall ensure that screening for latent tuberculosis infection (LTBI) is performed in a manner which complies with all aspects of the NCCHC standards and any other applicable federal, state, and local public health guidelines.

d. Are PPDs implanted on all inmates or only as medically indicated?
To the best of the County's knowledge, PPDs are presently placed on all inmates. However, the County states that the Contractor is responsible for ensuring that screening for latent tuberculosis infection (LTBI) is performed in a manner which complies with all aspects of the NCCHC standards and any other applicable federal, state, and local public health guidelines.

QUESTION & ANSWER:

Milwaukee County represents that the answers provided to this question have been obtained from its incumbent healthcare provider. The County provides this information as a courtesy in an attempt to answer Respondent requests as fully as possible, but makes no warranty as to its accuracy or completeness. County's answers are in red.

RFP p. 44, section 5.12 Specialty Clinics: Are there currently any specialty clinics being conducted on site?

a. If so please identify:

i. Provider name and contact information.
For dialysis treatment, Fresenius Medical Care, Inc. No contact information is presently available. For Ultrasound, MobileExUSA. No contact information is presently available.

ii. Frequency of clinic.
Dependent on inmate-patient need. Number of total events per month is available, see answer to (iii).

iii. Number of on-site clinic visits by type.
The number of on-site clinic visits for dialysis are provided in Addendum 19. Please reference Addendum 19 for this information.

The number of on-site clinic visits for ultrasound for the past two (2) years are provided below.

Service Date	Ultrasound Events	Service Date	Ultrasound Events
16-Jan	3	17-Jan	15
16-Jan	12	17-Jan	13
16-Feb	5	17-Feb	15
16-Feb	5	17-Feb	13
16-Mar	7	17-Mar	15
16-Mar	6	17-Mar	8
16-Apr	5	17-Apr	7
16-Apr	13	17-Apr	11
16-May	5	17-May	22
16-May	8	17-May	16
16-Jun	10	17-Jun	12
16-Jun	13	17-Jun	16
16-Jul	10	17-Jul	16
16-Jul	6	17-Jul	19
16-Aug	14	17-Aug	16
16-Aug	4	17-Aug	17
16-Oct	27	17-Sep	17
16-Oct	13	17-Sep	22
16-Sep	11	17-Oct	12
16-Nov	13	17-Oct	28

16-Sep	6	17-Nov	16
16-Dec	13	17-Nov	11
		17-Dec	18
		17-Dec	23

b. Are on-site specialty clinics covered under the $800,000 cap?
Yes, provided that they meet the definition in Addendum 11.

QUESTION:

RFP p. 46, section 5.13.2 Imaging:
Please provide the annual volume of imaging services for the MCJ and HOC.

ANSWER:

Milwaukee County represents that the answers provided to this question have been obtained from its incumbent healthcare provider. The County provides this information as a courtesy in an attempt to answer Respondent requests as fully as possible, but makes no warranty as to its accuracy or completeness.

The totals provided are imaging totals for April 2017 through June 2018. Services include radiological imaging for chest, skeletal, and abdomen. Ultrasound imaging is reported separately (please see above).

Facility	Apr 17 - June 17	July 17 - Sept 17	Oct 17 - Dec 17	Jan 18 - Mar	Apr thru June 18	Image Total
Total Jail	140	226	195	236	160	957
Total HOC	194	210	211	147	202	964
Totals	334	436	406	383	362	1921

Addendum 22 – Questions and Answers Provided 9/5/2018

Please note that all questions are provided “sic erat scriptum” (sic), that is, transcribed exactly as found in the source text, complete with any erroneous or archaic spelling, surprising assertion, faulty reasoning, or other matter that might otherwise be taken as an error of transcription. Questions will be answered as asked.

QUESTION:

Reference Section 6.10, sole paragraph, page 51

Please provide three years’ worth of data indicating the number of episodes in which the following crisis interventions were used:

- Clinical restraints
- Clinical/mental health seclusion
- Emergency antipsychotic medication
- Mental health watches
- Referrals for inpatient psychiatric care. If inmates are transferred to inpatient psychiatric care at a hospital in the community, which hospital(s) is (are) used?

Please identify the physical locations where the following interventions take place with the HOC and the MCJ:

- Clinical restraints
- Clinical/mental health seclusion
- Mental health watches

ANSWER:

Data is not presently available sufficient to answer this question for bullets 1, 2, 3, and 4. This information has been requested from the incumbent healthcare provider and will be provided if and when it becomes available.

Regarding bullet 5, in an attempt to answer to the best of its ability, the County represents that it typically does not refer inmate patients out for inpatient psychiatric care unless court-ordered. There is presently no relationship with a community hospital for this service.

Regarding physical locations where interventions occur (bullets 6, 7, and 8) – presently interventions occur in 4D, MHU, some cells in SMU. Clinical restraint typically occurs in 4D or the MHU. At the HOC, the only area utilized for clinical restraint is Ocean 2 (HOC administrative segregation unit). For mental health watches, 4D and MHU at the MCJ; O2 at the HOC.

The County represents that its primary goal is to ensure such crisis interventions are in compliance with NCCHC standards and Consent Decree requirements. Contractor shall be

responsible for advising the County on appropriate practices necessary to achieve such compliance.

QUESTION & ANSWER:

Milwaukee County represents that service-based figures and information provided in response to this question have been obtained from its incumbent healthcare provider. The County provides this information as a courtesy in an attempt to answer Respondent requests as fully as possible, but makes no warranty as to its accuracy or completeness. County's answers are in red.

RFP p. 52, section 7.1 Use of County Pharmacy Provider (Clinical Solutions):

The RFP states that pharmacy costs up to $750,000 will be paid directly to Clinical Solutions by Milwaukee County. Pharmaceutical costs above this base will be shared 75% by Contractor and 25% by the County. In order to calculate an accurate pharmacy budget, please provide the following information:

a. Number of inmates on psychotropic medication(s) per month for each facility.
Asked and answered in Addendum 12. Please reference Addendum 12 for this information. Information by facility is not available.

b. Number of inmates on HIV/AIDS medication(s) per month for each facility.
Asked and answered by percentage. Please reference previous Addenda.

c. Number of inmates on Hepatitis medication(s) per month for each facility.
None.

d. Number of inmates on Hemophilia medication(s) per month for each facility.
The approximate average number of inmates in both facilities on hemophilia medications per month is 9. Please see below for additional detail.

	Inmates on Diabetic Meds		Inmates on Hematological Meds	
	HOC	**MCJ**	**HOC**	**MCJ**
JUL '16	1	0	0	0
AUG '16	1	0	0	0
SEP '16	6	4	2	1
OCT '16	42	50	11	8
NOV '16	31	30	5	11
DEC '16	31	52	7	5

JAN '17	27	39	4	7
FEB '17	30	37	3	5
MAR '17	29	40	3	8
APR '17	28	30	4	3
MAY '17	29	37	3	6
JUN '17	31	39	4	4
JUL '17	30	20	6	3
AUG '17	23	42	6	11
SEP '17	25	35	3	5
OCT '17	30	29	3	9
NOV '17	34	34	3	2
DEC '17	35	38	0	5
JAN '18	28	27	5	3
FEB '18	23	31	6	3
MAR '18	29	28	5	1
APR '18	30	33	3	6
MAY '18	26	36	6	8
JUN '18	16	35	3	8
JUL '18	23	36	4	4

e. Number of inmates with diabetes for each facility.
The approximate average number of inmates in both facilities with diabetes is 56.8. Figures per facility are not available.

f. Total pharmacy costs.
Asked and answered in Addendum 12. Please reference Addendum 12 for this information.

g. Total psychotropic medication costs.
Asked and answered in Addenda 19 and 20. Please see Addendum 20 for the most complete and current data the County is able to provide regarding psychotropic medication costs.

h. Total HIV/AIDS medication costs.
Asked and answered in Addenda 19 and 20. Please see Addendum 20 for the most complete and current data the County is able to provide regarding HIV/AIDS medication costs.

i. Has the new pharmacy cap of $750,000 been exceeded in the last (3) years and by how much?
Asked and answered in Addendum 12. Please reference Addendum 12 for this information.

j. Is any specific class of drugs excluded from the current Contractor's financial responsibility?
No.

k. Recent changes in Hepatitis C treatment protocols have created significant unpredictability in the cost of this treatment. Would the County be willing to either:
    i. Apply a specified annual limit to the Contractor's financial responsibility for the cost of Hepatitis C treatment, or
    ii. Allow the Contractor to pass through to the County the actual costs associated with Hepatitis C treatment (i.e., carve out)?

    Based on the limited number of current cases, County requires that this item remain as part of the claims cap. However, County is willing to make modifications to this arrangement if treatment becomes an issue in future years.

l. Given the unpredictable costs associated with factor replacement therapy for the treatment of hemophilia (and also the infrequent need for such treatment in a jail setting with a more transient population), would the County be willing to:
    i. Allow the Contractor to pass through to the County the actual costs associated with factor products (i.e., carve out)?

    Based on the limited number of current cases, County requires that this item remain as part of the claims cap. However, County is willing to make modifications to this arrangement if treatment becomes an issue in future years.

QUESTION:

Section 21.6 INMATE CARE AND TREATMENT: PHARMACY SERVICES page 111 3rd paragraph Number 1

Please provide an outline of transition services with Clinical Solutions that includes set-up and integration with their electronic data system and electronic medication administration record (MAR) as requested.

In regards to the above, this is our actual question: Please provide the brand and software name of Clinical Solutions Pharmacy's electronic data system and electronic medication administration software. Please describe the current Electronic Health System interfaces CSP currently have active and the specifications needed to interface with their system. Please provide a copy of CSP pharmacy transition plan and timeline.

ANSWER:

As previously stated, the Contractor will be required to use the embedded EMAR within their EHR software. Clinical Solutions utilizes CIPS pharmacy information software by Kalos that interfaces via HL7 messaging.

A transition plan and timeline are not available at this time. This data may vary based upon Contractor's EHR software and interface needs, if any.

QUESTION:

RFP p. 46, section 5.13.3 Laboratory Services:

Please provide the annual volume of laboratory tests for the MCJ and HOC.

ANSWER:

Milwaukee County represents that the answers provided to this question have been obtained from its incumbent healthcare provider. The County provides this information as a courtesy in an attempt to answer Respondent requests as fully as possible, but makes no warranty as to its accuracy or completeness.

Annual volume of laboratory tests:

- 2016 (*from 8/21/16 – 12/31/16 only*): **6,183**
- 2017: **17,289**
- 2018 (*from 1/1/18 – 8/21/18 only*): **12,035**

Addendum 23 – Questions and Answers Provided 9/6/2018

Please note that all questions are provided “sic erat scriptum” (sic), that is, transcribed exactly as found in the source text, complete with any erroneous or archaic spelling, surprising assertion, faulty reasoning, or other matter that might otherwise be taken as an error of transcription. Questions will be answered as asked.

QUESTION & ANSWER:

County’s answers are in red.

RFP p. 64-68, section 11.1: Please provide the current staffing plan by position, credential, and shift.

Please see Addendum 24: Example Master Schedule HOC-MCJ for an example of the current staffing plan.

a. RFP p. 64, section 11.1.2: Please clarify the reporting period total hours as this section states that a reporting period is four weeks, but the reporting period hours divided by the weekly total hours totals 30 weeks. The hours filled to avoid penalty ties to the same 30 weeks for clinical positions.

   The numbers in Section 11.1.2 should read as stated in Addendum 25: Staffing Matrix Updates. Please refer to Addendum 25 for further answer to this question.

b. RFP p. 67, section 11.1.3: For a clinical position, please explain how the penalty/payback would work as it appears that clinical staff have to be filled 100% of the time, but the penalty language doesn't seem to take effect until a position has been vacant for a minimum of two months.

   Clinical positions (Direct Care positions) must be filled 100% of the time. Penalties are assessed by position category. Penalties are assessed at the close of a reporting period for that reporting period. Please see below for some sample scenarios that clarify the penalty assessment. County opted to assess penalties in this manner to permit the Contractor adequate time to recruit for difficult-to-fill positions. Failure to fill positions for two or more consecutive reporting periods is considered a failure to provide deliverable hours required, and is penalized accordingly.

   Milwaukee County and the Contractor shall agree to a fixed hourly rate penalty per position category during contract negotiations.

   Sample penalty scenarios:

a. Contractor fails to meet its staffing requirement (deliverable hours) for RNs in reporting period 1, and only staffs the RN position category to 95%. However, in reporting period 2, Contractor is able to meet the 100% staffing requirement. No penalty is assessed.

b. Contractor fails to meet its staffing requirement (deliverable hours) for RNs in reporting periods 1 and 2, and only staffs the RN position category to 95%. The 100% penalty for periods 1 and 2 for the underfilled position category is assessed after the close of reporting period 2. At this level, the County's object is only to collect funds that were contractually paid by the County to the Contractor for deliverable care hours that the Contractor did not deliver during the reporting period. The County's interest is the provision of service, not the collection of penalties.

c. Contractor fails to meet its staffing requirement (deliverable hours) for RNs in reporting period 1, 2, and 3, and only staffs the RN position category to 95% for all three periods. The 100% penalty for that position category is assessed after the close of period 2. The 125% penalty for that position category is assessed after the close of period 3.

d. Contractor fails to meet its staffing requirement (deliverable hours) for RNs in reporting period 1, 2, 3, and 4, and only staffs the RN position category to 95% for all four periods. Prior penalties (for periods 1, 2, and 3) have already been assessed. The 150% penalty for period 4 is assessed after the close of period 4.

Reporting Period	Scenario A	Scenario B	Scenario C	Scenario D	Scenario E
1	95%	95%	95%	95%	95%
2	100%	95%	95%	95%	95%
3	100%	100%	95%	95%	95%
4	100%	100%	100%	95%	95%
5	100%	100%	100%	100%	95%
6	100%	100%	100%	100%	95%
Penalty Assessed?	NO	100% for period 1; 100% for period 2	100% for period 1; 100% for period 2; 125% for period 3	100% for periods 1 and 2; 125% for period 3; 150% for period 4	100% for periods 1 and 2; 125% for period 3; 150% for periods 4-6

c. Has the current Contractor been assessed any penalties in the past two (2) years?

i. If so, please identify the penalty type and amount for each of the past two (2) years.

Yes, staffing penalties have been assessed over the past two years. Please see the chart below.

Staffing Month	Staffing Penalty Amount	Penalty Enhancer
16-Jan	$85,465.96	
16-Feb	$81,434.65	
16-Mar	$98,648.11	
16-Apr	$103,362.67	
16-May	$113,511.34	
16-Jun	$98,344.92	
16-Jul	$119,031.66	
16-Aug	$90,110.33	
16-Sep	$86,753.20	
16-Oct	$42,806.59	
16-Nov	$68,088.00	
16-Dec	$64,993.83	
17-Jan	$55,591.75	
17-Feb	$41,948.26	
17-Mar	$38,538.40	
17-Apr	$36,168.44	$30,000
17-May	$50,832.57	
17-Jun	$64,991.03	
17-Jul	$55,813.87	$30,000
17-Aug	$75,978.94	
17-Sep	$87,903.86	$10,000
17-Oct	$87,297.83	$20,000
17-Nov	$75,642.09	
17-Dec	$96,706.54	
18-Jan	$90,013.66	$30,000
18-Feb	$104,692.54	
18-Mar	$108,607.15	$30,000
18-Apr	$61,969.46	
18-May	No penalty	
18-Jun	No penalty	

d. Please provide salaries/pay rates of current staff (i.e., RN, LPN, Mid-level Practitioner, mental health staff, etc.).

Please see chart below.

Matrix Position	Incumbent Position Title	Rate	Annualized (2080 hours)
Administrative Assistant	Admin Assistant	$25.29	$52,603.20
Case Management	Case Manager	$24.43	$50,814.40
Chief Psychiatrist	Chief Psychiatrist	$125.00	$260,000.00
Dental Assistant	Dental Assist	$18.97	$39,457.60
Dentist	Dentist	$94.85	$197,288.00
Director of Nursing	DON	$40.05	$83,304.00
Assistant Director of Nursing	ADON	$34.00	$70,720.00
Health Services Administrator	H.S.A	$46.37	$96,449.60
Unit Clerk	HUC	$15.28	$31,782.40
RN- Infection Control	Infection Control	$33.72	$70,137.60
LPN	LPN	$24.60	$51,168.00
CMA	MA/C.N.A	$16.86	$35,068.80
Physician	MD	$100.12	$208,249.60
Medical Director	Medical Director	$134.26	$279,260.80
Medical Records Supervisor	Medical Records Supervisor	$24.24	$50,419.20

Director of Mental Health Services	Mental Health Director	$53.20	$110,656.00
Medical Records Clerk	MRC	$13.82	$28,745.60
ARNP	PA/NP	$48.48	$100,838.40
Psychiatric Social Worker Supervisor	PSW Supervisor	$30.40	$63,232.00
Psychiatric Social Worker	PSW	$28.45	$59,176.00
Psych ARNP	Psychiatric ARNP/PA	$50.59	$105,227.20
Psychiatrist	Psychiatrist	$131.73	$273,998.40
Psychologist	Psychologist	$43.07	$89,585.60
RN-Quality Assurance	RN-Quality Assurance	$33.72	$70,137.60
RN-Staff Development	RN-Staff Development	$33.72	$70,137.60
RN	RN	$34.93	$72,654.40
RN-MH	RN-MH	$34.66	$72,092.80
RN-Supervisor	RN-Supervisor/Charge	$38.10	$79,248.00

e. What are the current evening, night, and weekend shift differentials?
This information is specific to the incumbent vendor and is not available for release.

f. Are there currently any unfilled positions?
   i. If so, please identify the position and length of time unfilled.
   Yes. The County is working to obtain this information and will release the information if and when it becomes available. To the best of the County's knowledge, it will only be able to provide position and length of time unfilled for Key Positions.

g. Are any of the medical staff unionized?
    i. If so, please provide the appropriate bargaining agreements.

Not to the County's knowledge.

h. Please identify and provide contact information for the following individuals:
    i. Medical Director.
    Dr. Karen Horton. Contact information is not available at this time.

    ii. Mid-level Practitioner.
    This request is too vague to be appropriately answered and therefore is denied.

    iii. Psychiatrist.
    This position is presently vacant.

    iv. Dentist.
    Dr. Brian Chybowski. Contact information is not available at this time.

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ADDENDUM 25 – Staffing Matrix Update

This Addendum is made to Section 11.1.2: REQUIRED (Minimum) Health Care Coverage, "Staffing Matrix" located on pages 64-65 of the RFP document. This modification is made in response to the following question, submitted August 22, 2018 and answered in Addendum 23 on September 6, 2018. Only the pertinent section of the question has been reproduced. It is reproduced sic.

> "RFP p. 64, section 11.1.2: Please clarify the reporting period total hours as this section states that a reporting period is four weeks, but the reporting period hours divided by the weekly total hours totals 30 weeks. The hours filled to avoid penalty ties to the same 30 weeks for clinical positions."

Additional information pertaining to the question above may be found in Addendum 23 – Q&A 9-6-2018.

The original Staffing Matrix is as follows:

STAFFING MATRIX

Position Title	FTE (Full-Time Equivalent)	Weekly Total Hours	Reporting Period Total Hours*	Position Type	Hours Filled Necessary to Avoid Penalty Per Reporting Period
Administrative Assistant	2.00	80	2,400	Administrative	2,160
ARNP (Advanced Registered Nurse Practitioner)	10.00	400	12,000	Clinical	12,00
Case Management	3.00	120	3,600	Clinical	3,600
Chief Psychiatrist	1.00	40	1,200	Clinical	1,200
CMA (Certified Medical Assistant)	6.00	240	7,200	Clinical	7,200
Dental Assistant	1.00	40	1,200	Clinical	1,200
Dentist	1.00	40	1,200	Clinical	1,200
Director of Mental Health	1.00	40	1,200	Clinical	1,200
Director of Nursing	2.00	80	2,400	Clinical	2,400
Health Service Administrator	1.00	40	1,200	Clinical	1,200
LPN (Licensed	26.00	1040	31,200	Clinical	31,200

Practical Nurse)					
Medical Director	1.00	40	1,200	Clinical	1,200
Medical Records Clerk	5.60	224	6,720	Administrative	6,048
Medical Records Supervisor	1.00	40	1,200	Administrative	1,080
Physician	1.50	60	1,800	Clinical	1,800
Psych ARNP	4.00	160	4,800	Clinical	4,800
Psychiatric Social Worker	10.00	400	12,000	Clinical	12,000
Psychiatric Social Worker Supervisor	2.00	80	2,400	Clinical	2,400
Psychiatrist	0.20	8	240	Clinical	240
Psychologist	1.00	40	1,200	Clinical	1,200
RN (Registered Nurse)	31.00	1240	37,200	Clinical	37,200
RN – Infection Control	1.00	40	1,200	Clinical	1,200
RN – Mental Health	2.00	80	2,400	Clinical	2,400
RN – Quality Assurance	1.00	40	1,200	Clinical	1,200
RN – Staff Development (Recruiter/Retention)	2.00	80	2,400	Clinical	2,400
RN – Supervisor	6.50	260	7,800	Clinical	7,800
Unit Clerk	5.00	200	6,000	Administrative	5,400
TOTAL:	128.8	5,152	154,560		

**A reporting period is a four-week period.*

The County notes that the numbers in the original Staffing Matrix were erroneous for a 4-week reporting period. The modified Staffing Matrix is provided below. Changes are noted in red.

STAFFING MATRIX

Position Title	FTE (Full-Time Equivalent)	Weekly Total Hours	Reporting Period Total Hours*	Position Type	Hours Filled Necessary to Avoid Penalty Per Reporting Period
Administrative Assistant	2.00	80	320	Administrative	288
ARNP (Advanced Registered Nurse Practitioner)	10.00	400	1,600	Clinical	1,600
Case Management	3.00	120	480	Clinical	480
Chief Psychiatrist	1.00	40	160	Clinical	160
CMA (Certified Medical Assistant)	6.00	240	960	Clinical	960
Dental Assistant	1.00	40	160	Clinical	160
Dentist	1.00	40	160	Clinical	160

Director of Mental Health	1.00	40	160	Clinical	160
Director of Nursing	2.00	80	320	Clinical	320
Health Service Administrator	1.00	40	160	Clinical	160
LPN (Licensed Practical Nurse)	26.00	1040	4,160	Clinical	4,160
Medical Director	1.00	40	160	Clinical	160
Medical Records Clerk	5.60	224	896	Administrative	806.4
Medical Records Supervisor	1.00	40	160	Administrative	144
Physician	1.50	60	240	Clinical	240
Psych ARNP	4.00	160	640	Clinical	640
Psychiatric Social Worker	10.00	400	1,600	Clinical	1,600
Psychiatric Social Worker Supervisor	2.00	80	320	Clinical	320
Psychiatrist	0.20	8	240	Clinical	240
Psychologist	1.00	40	160	Clinical	160
RN (Registered Nurse)	31.00	1240	4,960	Clinical	4,960
RN – Infection Control	1.00	40	160	Clinical	160
RN – Mental Health	2.00	80	320	Clinical	320
RN – Quality Assurance	1.00	40	160	Clinical	160
RN – Staff Development (Recruiter/Retention)	2.00	80	320	Clinical	320
RN – Supervisor	6.50	260	1,040	Clinical	1,040
Unit Clerk	5.00	200	800	Administrative	720
TOTAL:	128.8	5,152	20,608		

**A reporting period is a four-week period.*

Addendum 26 – Update to

Addendum 22: Questions and Answers Provided 9/5/2018

Addendum 22 noted in Question 1 (Reference Section 6.10, sole paragraph, page 51) that data was not available to sufficiently answer portions of the question. That information has become available. The question is modified as follows. Modifications are in red.

QUESTION:

Reference Section 6.10, sole paragraph, page 51

Please provide three years' worth of data indicating the number of episodes in which the following crisis interventions were used:

- Clinical restraints
- Clinical/mental health seclusion
- Emergency antipsychotic medication
- Mental health watches
- Referrals for inpatient psychiatric care. If inmates are transferred to inpatient psychiatric care at a hospital in the community, which hospital(s) is (are) used?

Please identify the physical locations where the following interventions take place with the HOC and the MCJ:

- Clinical restraints
- Clinical/mental health seclusion
- Mental health watches

ANSWER:

Data is not presently available sufficient to answer this question for bullets 1, 2, 3, and 4. This information has been requested from the incumbent healthcare provider and will be provided if and when it becomes available.

Updated information provided for bullets 1, 2, 3 and 4:

- Incumbent healthcare provider does not utilize clinical restraints. At the present time, the incumbent healthcare provider represents that the only restraints utilized are security/custody restraints which follow security/custody policies and procedures.

- The incumbent healthcare provider represents that it does not have standard tracking of every patient who has been housed in clinical/mental health seclusion (MHU, 4C, or O2)

over the last three years. Such housing is a mixture of individuals under suicide watch, mental health observation, step-down placement, and placement by security/custody. The incumbent healthcare provider further represents that it does not use terms such as “seclusion” or “isolation” for mental health inmate-patients.

- The incumbent healthcare provider represents that information pertaining to the use of emergency antipsychotic medication is unavailable.

- The incumbent healthcare provider does not have a common definition for the term “mental health watch.” The County states that to the best of its knowledge mental health watches will be at the discretion of the Contractor, and that such information is not presently available from the incumbent healthcare provider without clarification.

Regarding bullet 5, in an attempt to answer to the best of its ability, the County represents that it typically does not refer inmate patients out for inpatient psychiatric care unless court-ordered. There is presently no relationship with a community hospital for this service.

Regarding physical locations where interventions occur (bullets 6, 7, and 8) – presently interventions occur in 4D, MHU, some cells in SMU. Clinical restraint typically occurs in 4D or the MHU. At the HOC, the only area utilized for clinical restraint is Ocean 2 (HOC administrative segregation unit). For mental health watches, 4D and MHU at the MCJ; O2 at the HOC.

The County represents that its primary goal is to ensure such crisis interventions are in compliance with NCCHC standards and Consent Decree requirements. Contractor shall be responsible for advising the County on appropriate practices necessary to achieve such compliance.

Addendum 28 – Update to

Addendum 21: Questions and Answers Provided 9/4/2018

Addendum 21 noted in Question 2 (Reference Section 5.9.2, 1st four bullets, and Attachment J, page 15, Section IV.A) that it requested the Court Monitor respond to questions pertaining to terminology differences between NCCHC standards and Consent Decree requirements. Following the Court Monitor's response on 9/7/2018, the County represents that its understanding of the terminology and its answer to Question 2 were erroneous. Therefore, the question is modified as follows. Modifications are in red.

QUESTION:

Reference Section 5.9.2, 1st four bullets, page 43, and Attachment J, page 15, Section IV.A

The RFP requires an oral screening within 14 days of the inmate's arrival; oral hygiene and prevention education within 30 days of arrival; and oral examination by a dentist within 12 months of arrival. RFP Attachment J requires a dental intake examination within 45 days of the inmate's arrival.

- Please help bidders reconcile these varying timeframes. Does the "dental intake examination" required within 45 days of arrival by the Consent Decree refer to an examination by the dentist?
- The 2018 NCCHC Standard J-E-06 requires oral hygiene and preventive oral education to be provided within 14 days of arrival, not within 30 days of arrival. Please confirm the County desires this step to be provided in accordance with NCCHC standards.
- Please confirm that the oral screening and oral hygiene and prevention education required by the RFP can be provided by a registered nurse or higher level medical provider who has received documented training approved or provided by the dentist.

ANSWER:

~~Milwaukee County has requested the Court Monitor respond to questions involving terminology differences between NCCHC standards and Consent Decree documents. The County has not yet received a response from the Court Monitor regarding the "dental intake examination." In an attempt to answer all questions as expediently as possible, the County has answered this question with its understanding of the meaning of "dental intake examination." However, the County wishes to make clear that its understanding of the meaning of the Consent Decree is not, and should not be~~

~~construed to be, controlling. Should the Court Monitor provide differing or updated information or definitions at any time during the RFP process or thereafter, the Court Monitor's information and definitions shall control.~~

The following is based upon clarification and instruction provided to Milwaukee County by the Court Monitor.

- ~~The County understands the "dental intake examination" to refer to an oral screening as defined by NCCHC standards.~~ Per the Court Monitor, the "dental intake examination" required within 45 days of arrival by the Consent Decree does refer to examination by the dentist. This phrase should be read to have the same meaning as "oral examination" in NCCHC standard "Oral Care", J-E-06. Please refer to the definition of "oral examination" in the standards. However, per the Court Monitor, this oral examination must occur within 45 days of arrival, as opposed to the NCCHC standard requirement of "within 12 months of admission." The County further represents that in any instance in which NCCHC standards and the Consent Decree's terms and requirements differ, the more stringent standard shall control.
- The County desires all provision of care to be in accordance with NCCHC standards, unless the Consent Decree provides a more stringent standard, in which case the more stringent standard shall control.
- To the best of the County's knowledge, this is permissible. However, the County states that any provision of care must be in accordance with the NCCHC standards, and further states that the Court Monitor's position on the method of provision of care shall control.

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ADDENDUM 29 – Submission Requirement Clarification

This Addendum is made in clarification to Section 19.3: Submitting a Proposal.

The following points clarify the County's expectation for Proposal submissions:

- "Additional Information" in the list of Requested Documents on page 97 **is optional.** Some Respondents may have noted that the Bonfire Portal showed this area as **required.** The Bonfire Portal has been updated and the "Additional Information" item should now show as **optional**.
- References should be uploaded **as a separate document as requested in the Requested Documents list.**
- If Respondents take exception to any requirements* of the RFP (see pg. 124, Section 21.16), they should take the following steps to meet the requirement:
    - In each technical/cost proposal response, identify any exceptions taken to the requirements.
    - When answering specific questions, include a separate page identifying the page and provision number of the requirement taken exception to, the requested or required exception taken, and the answer to the question asked.

    Note that exceptions taken to the terms of the RFP and its requirements may impact a Respondent's score and/or render a Respondent unresponsive, depending on the exception requested/required and the provision impacted by the exception requested/required.