

EXHIBIT B:

**NCCHC Resources, Inc.'s
Analysis Plan Brief Outline dated January 11, 2019**

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NCCHC Resources, Inc.
Analysis Plan Brief Outline
Milwaukee Department of Administrative Services

Introduction: As a part of its overall constitutional responsibilities, the Milwaukee County government must provide quality health services to those citizens under its care, specifically, people incarcerated in its Jail and House of Corrections. Health services in the Jail and House of Corrections are an integral part of the public health system in the County and as such may be seen to align with the County's stated objectives of developing safer, healthier communities and supporting those with mental health needs and substance addictions. There is no bright line between incarcerated and non-incarcerated residents with respect to health care. Poorly managed inmates are poorly managed citizens upon release who then stress the treatment capacity of the county and the tax payers ability to fund services. An investment in inmate health is an investment in community health.

Background: The Milwaukee County Board of Supervisors has requested an analysis assessing the feasibility of assuming control over health services provided to incarcerated persons in the Jail and House of Corrections. These services are currently provided by a private vendor and a Request for Proposals has been issued by the County for a new period of vendor provided health services. Award and transition are currently pending.

Objective: This document provides the Milwaukee County Department of Administrative Services a basic and brief outline of the steps, timeline, and estimated total expenses for developing a feasibility analysis for transitioning health care services for incarcerated persons in the county from a vendor-operated model to a self-operated model.

Broad Outline of Analysis Plan: Milwaukee County RFP 98280020 details all the services that the correctional health care provider is expected to deliver in order to have quality health care for the Jail and House of Corrections inmates. Beyond determining how it will provide these services, the County must also decide what its model of care will be and how it will structure its organization in order to provide the non-health care related services required to operate a correctional health care practice. Below are the key areas that will require analysis in order to provide a comprehensive feasibility study.

Step 1 (2-4 weeks) - Define Models for Self-Operation: There are several structural models the County can consider for providing correctional health services. Each model may have differing impacts on the feasibility of self-operation. We can discuss the options with relevant county personnel and, if the County has not made a decision about this, we will consider all options in are feasibility analysis. Options may include:

- a. Operated by the Jail under the authority of the elected Sheriff
- b. Operated by the House of Corrections under the authority of the County Executive
- c. Operated by the Dept. of Health and Human Services
- d. Operated by a newly created public health entity
- e. Other models as identified by the County

Step 2 (2-4 weeks) - Identify Needed Support Health Services: In addition to the health services

provided at the Jail and the House of Corrections, there will be a need for advanced clinical support services, most notably hospital services. We will discuss the options with appropriate staff to determine the assumptions about these services that can be included in the study.

Step 3 (4-8 weeks) - Identify and Analyze Needed Health Services: The provision of health services to inmates is the core service that will be provided. There is a standard of care that is mandated by the consent decree. During the feasibility study, we will review the current state of service to identify deficiencies that will need to be addressed during the transition and corrected when the County assumes control. Additionally, each area of service provided may have its own requirements for space, personnel, equipment, medications, and policies and procedures. We will review the current state of these items to determine what will be transitioned and what will need to be developed or purchased immediately by the County.

The areas of service to be analyzed include:

- f. Screening and release services
- g. Routine preventive
- h. Sick call and daily non-emergent health care requests
- i. Emergency medical services
- j. Chronic care/special needs care
- k. Dental care
- l. Infirmary level care
- m. Medication assisted treatment (MAT)
- n. Pharmacy services
- o. Coordination with community providers
- p. Care for the female inmate
- q. Comprehensive mental health services
 - i. Psychotropic medication
 - ii. Non-medication services
 - iii. Special housing
- r. Daily wellness checks for at-risk populations
- s. Health promotion and education
- t. Suicide Prevention
- u. Ancillary and support services
 - i. Imaging
 - ii. Laboratory
 - iii. Physical and occupational therapy
 - iv. Medical dietary services
 - v. Vision services
- v. Remote access to care (e.g. telemedicine)
- w. Advanced health services
 - i. Dialysis services

Step 4 (2-4 weeks) - Identify and Analyze Human Resources Needs: Staffing for the health services at the Jail and House of Corrections has been an on-going issue for the County. The

discussions with the county Human Resources group will be key to the feasibility study. With them, we need to understand their plans and concerns for hiring and maintaining the appropriate levels of staff, the timeline to achieve this, and any changes they need to make within their department to accommodate this. We will also need to understand any new union issues or concerns that could impact the provision of services. We will discuss the feasibility of transitioning existing vendor employees to county employees.

Step 5 (4-6 weeks) - Identify and Analyze Information Technology (IT) Needs: The most notable IT transition issue will be the Electronic Medical Records (EMR) system which is currently provided by the private vendor. As part of the feasibility study, we will explore the options that the County has for implementing an EMR system and accepting the electronic records from the departing vendor. With IT staff, we will need to discuss any transition issues, any changes they will need in order to support all the IT operations in the health centers, their ability to meet HIPPA electronic regulations, and interoperability issues with adjacent health systems and inmate management systems.

Step 6 (2-4 weeks) Facilities: As part of the analysis of the space and equipment requirements for health services, we will work with the Facilities group to discuss transition considerations for any requirements that do not meet the requirements and any long-term changes they will need to support the County operations in areas such as equipment maintenance and inventory, environmental controls, privacy, suicide prevention technologies, and medical isolation.

Step 7 (2-4 weeks) Billing and Reimbursement: As part of the transition to self-operation, the County will assume responsibility for reimbursement options and third party billing. With the Finance Department, we will explore the County's options for handling this, the operational costs, and the transition issues to determine its feasibility.

Step 8 (2-4 weeks) Risk Management: This is a high degree of risk in any change of this magnitude. Based on our analysis and our work with County departments, we will identify the risks and their severity. Where possible, we will note potential mitigation strategies. In addition to the risks in the transition, there are additional items that the County Risk Management function will need to address: on-going civil litigation, criminal investigations, the consent decree, and disaster planning. We will work with this group to identify changes needed for them to effectively address these risks.

Cost Analysis and Timeline: As a result of the work described above and working with the Finance Department, we will develop a cost analysis for the transition (following the steps above) as well as the costs for first year of operation. Typical transition costs will include human resources, legal, patient safety monitoring, equipment, and software. We will also prepare a transition timeline with key milestone dates. The first year costs will be based on estimates required to meet the standard of care described in RFP 98280020.

Fees: We anticipate that this project will require three to six months to complete. Some steps may be run concurrently. Our timeframe will be dependent on the availability of County staff to meet with us and the time they will require to provide information that we need.

The fees for this project will be approximately \$100,000.

Conclusions: The transition of health service for a population of thousands of inmates from an established vendor to government administration is a complex and high-risk endeavor that must be undertaken only after a careful analysis of the costs, risks and benefits of a transition. Even then, there is no guarantee of success. Minimizing disruption of clinical services and continuity of care, both of which put inmates at risk for poor health outcomes and the county at risk for litigation and all associated costs, is essential.

Equal Employment Opportunity Certificate

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EEOC COMPLIANCE

2019 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this Contract, it shall not discriminate against any employee or applicant for employment because 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, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the Contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his

nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the Contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the 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 preceding requirements, it shall be its responsibility to show that all requirements are met.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained..

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of Contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of Contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subContractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: _____. CONTRACTOR certifies that it has the following total number of employees in its workforce: _____.

Executed this _____ day of _____, 2018

Firm Name: _____

Address: _____

Representative: _____
(Signature/Title)