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From the Superintendent, House of Correction (HOC), requesting authorization to execute a contract with Wellpath, LLC, in the amount of \$39,735,183 for medical, dental, and mental health services, as well as authority to utilize an independent third-party pharmacy through the Minnesota Multistate Contracting Alliance for Pharmacy to provide pharmaceuticals, for all inmates housed in the Milwaukee County Jail and HOC, for a two-year term beginning April 1, 2019, with eight one-year renewal options, by recommending adoption of the following:

AN AMENDED RESOLUTION

WHEREAS, in 2018, with support from the Procurement Division, Department of Administrative Services, the House of Correction (HOC), and Milwaukee County Sheriff’s Office issued a Request for Proposals (RFP) for a Correctional Medical Services provider for a new contract for health care services in the Milwaukee County (the County) Jail and HOC beginning in 2019 (RFP 98180020: Correctional Medical Services); and

WHEREAS, additional detail regarding the RFP is available in File #5, and was provided to the Committee on Judiciary, Safety, and General Services in the October 18, 2018, and November 16, 2018, informational reports, and to the Committee on Finance and Audit in the December 6, 2018, informational report; and

WHEREAS, RFP 98180020: Correctional Medical Services was issued on July 20, 2018; and

WHEREAS, the RFP closed for submissions on September 14, 2018; and

WHEREAS, following evaluation by an Evaluation Committee comprised of County medical, correctional operations, legal, risk, and fiscal professionals, the Evaluation Committee recommended award of the RFP to Wellpath, LLC (Wellpath); and

WHEREAS, Wellpath is a new entity formed from the combined Correct Care Solutions and Correctional Medical Group Companies, and each subsidiary retains its own operations; Wellpath states its vision as “transform[ing] healthcare through innovative public/private healthcare partnerships,” and emphasizes “the importance of putting patients first and providing high-quality care to an often overlooked population”; and

WHEREAS, the proposed contract with Wellpath will include obligations from the following documents: the Christensen Consent Decree; the National Commission on Correctional Health Care (NCCHC) standards; the RFP, and all RFP documents; Wellpath’s Health Care Staffing Plan/Matrix; Wellpath’s Proposal (the Proposal) in

46 response to the County's RFP; and Wellpath's Cost Proposal in response to the
47 County's RFP; and

48
49 WHEREAS, the contract represents more than 1,500 pages of specific
50 obligations, detailing patient care requirements, staffing requirements, accreditation
51 requirements, and other standards; and

52
53 WHEREAS, some highlights from the Proposal and new contract include:

- 54
- 55 • inclusion of reference to NCCHC standards as an integral part of the contract,
56 rather than as a passive, outside requirement to be met
 - 57 • standards are now the primary basis for care, and accreditation is a result of
58 improved standards, rather than a minimum bar to be met
 - 59 • identification of specific timeframes and high-priority items (such as health
60 assessments, sick call, priorities of care, refusal documentation, etc.) in the
61 contract terms

62
63 ; and

64
65 WHEREAS, accreditation requirements include: Wellpath must obtain NCCHC
66 Accreditation within 18-months of entry to the facility, or face fines and penalties;
67 and

68
69 WHEREAS, while some accreditation items are the responsibility of the County
70 (such as custody and facility related requirements), the new contract requires Wellpath
71 to provide a monthly report identifying any and all compliance concerns with NCCHC
72 standards, regardless of whether they are medical or custody related, and additionally
73 requires that the report advise the County if action is needed by the County, and if so,
74 what actions are necessary to bring the item into compliance; and

75
76 WHEREAS, technological improvements include Wellpath's fully-hosted
77 electronic health record system (ERMA), which is owned, developed, and operated by
78 Wellpath, with no servers required on-site at the County, and can interface with
79 ProPhoenix, our jail management software, to allow real-time insights to County staff on
80 the status of inmate-patients and improve the intake process; and

81
82 WHEREAS, Wellpath is required to contract with and use, the Wisconsin
83 Statewide Health Information Network, to ensure continuity of care upon an inmate-
84 patient's release from the facilities, and also required to interface with Clinical Solutions,
85 the third-party pharmacy provider, through a bi-directional interface; and

86
87 WHEREAS, Wellpath already works with Clinical Solutions at other facilities and
88 has a functional interface with Clinical Solutions' systems ready; and

89

90 WHEREAS, Wellpath is required to use the Patient Activity Monitoring
91 Management (PAMM) application, an advanced patient monitoring system that uses
92 computer tablets and the application to better document wellness checks, segregation
93 rounds, patient observations, and other cell-side treatments; and
94

95 WHEREAS, PAMM will increase auditability of Wellpath's actions, and
96 substantially reduce concerns about falsification or inaccuracy of records by making
97 real-time updates to ERMA through Wi-Fi, as pictures of patients are captured at the
98 time of treatment for additional auditability, and PAMM data will be made available
99 through a performance dashboard to allow facility administration to have real-time
100 access to the data; and
101

102 WHEREAS, staffing requirements and other standards as stated in the RFP
103 include related penalties for failure to meet staffing requirements; improved reporting
104 requirements and amendment requirements; allowing County greater control over the
105 type and timing of reports, and ensuring that all requests made by the Court Monitor are
106 reviewed and approved by facility administration; and improved insurance requirements
107 designed to cover the County in the case of emergency or lawsuit; and
108

109 WHEREAS, the contract awarded is for a period of two years, with eight optional
110 one-year renewal periods; and
111

112 WHEREAS, the total cost of these services is \$19,573,982 for the first year; and
113

114 WHEREAS; the total cost of these services for the full two-year term is
115 \$39,735,183; and
116

117 WHEREAS, the total cost of these services for five years of service will be
118 \$103,920,927; and
119

120 WHEREAS, in addition to the costs above, the County will pay \$750,000 a year
121 directly toward pharmacy costs, and will engage an independent, third-party Targeted
122 Business Enterprise pharmacy provider (Clinical Solutions), that is part of the Minnesota
123 Multistate Contracting Alliance for Pharmacy; and
124

125 WHEREAS, once the \$750,000 cap is exceeded, Wellpath will be responsible for
126 75 percent of all additional pharmacy costs (if any), and the County will be responsible
127 for the remaining 25 percent of additional pharmacy costs (if any); and
128

129 WHEREAS, the Committee on Finance and Audit, at its meeting of February 1,
130 2019, reaffirmed the adopted policy to pursue insourcing of inmate medical services
131 and, by approving a two-year contract with Wellpath, provided enough time for the
132 County and its consultants to complete the thorough analysis and careful planning
133 required to directly provide these services; and
134

135 WHEREAS, the Committee on Finance and Audit, at its meeting of February 1,
136 2019, recommended adoption of File No. 19-192 as amended (vote 5-0); now,
137 therefore,
138

139 BE IT RESOLVED, the Superintendent, House of Correction (HOC), is hereby
140 authorized to execute a two-year contract with eight optional one-year renewal periods
141 with Wellpath, LLC, (Wellpath) in the amount of \$39,735,183 for the first two-year term,
142 for the provision of a comprehensive and cost-effective program of medical, dental, and
143 mental health services, compliant with the National Commission on Correctional Health
144 Care's standards, and the Christensen Consent Decree, as well as authority to utilize an
145 independent third-party pharmacy through the Minnesota Multistate Contracting Alliance
146 for Pharmacy to provide pharmaceuticals, to all inmates housed in the Milwaukee
147 County (the County) Jail and HOC; and
148

149 BE IT FURTHER RESOLVED, the County reaffirms its policy and intent to
150 pursue the insourcing of inmate medical services, and by approving this two-year
151 agreement with a private vendor, provided enough time for appropriate County officials,
152 staff, and consultants to complete the thorough analysis and careful planning required
153 to directly provide inmate medical services.
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