



- 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	12,000
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



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

\*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 Contractor 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

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## 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;



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- 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**

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### **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