# AGREEMENT FOR JUVENILE HEALTH CARE SERVICES at Lancaster County, Nebraska Effective June 1, 2018 through May 31, 2022

This Agreement for Juvenile Health Care Services (hereinafter, the "Agreement") entered into by and between the County of Lancaster, Nebraska a political subdivision in the State of Nebraska (hereinafter, the "County"), acting by and through its duly designated Director of the Lancaster County Youth Services Center (hereinafter, the "Director"), and Correct Care Solutions, LLC (hereinafter, "CCS"), a Kansas Limited Liability Company.

### **RECITALS**

WHEREAS, the County, through its designated Director, is charged by law with the responsibility for providing Juveniles adequate medical care while detained at the Lancaster County Youth Services Center located at 1200 Radcliff Street, Lincoln, Nebraska 68512 (hereinafter, "Facility"); and

WHEREAS, the objective of the County and its designated Director is to contract for the delivery of adequate health care to the Juveniles placed, held, or detained at the Facility (hereinafter, "Facility Population"), in accordance with applicable law; and

WHEREAS, CCS is in the business of administering and managing correctional health care services and desires to administer, deliver, and manage such services on behalf of the County and its designated Director to the Facility Population under the terms and conditions hereof.

**NOW, THEREFORE**, in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

### **DEFINITIONS**

Agreement – The entire Agreement consists of this document and the following Exhibits listed in order of precedence:

- 1) this Agreement and any future fully executed amendments to such;
- County Insurance Requirements attached as Exhibit A titled "INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS";
- 3) the staffing plan attached herein as Exhibit B;
- 4) County's RFP # 18-026 is attached as Exhibit C;
- 5) CCS' Final Cost Proposal attached as Exhibit D;
- 6) CCS' Final Technical Proposal attached as Exhibit E;
- 7) CCS' Pricing Proposal for Lancaster RFP 18-026 Attachment 1 Cost Proposal;
- 8) CCS' Tabbed Attachments for Lancaster YSC RFP 18-026;
- 9) CCS' Proprietary Attachments;
- 10) Insurance Certificates and Endorsements.

CCS Chief Clinical Officer- CCS' Chief physician who is vested with certain decision-making duties under this Agreement.

Contract Year – The initial, and any successive, twelve (12) month period beginning with the effective date of the Agreement.

Covered Persons – A Juvenile of the Facility who is: (1) part of the Facility Population; and (2) Fit for Confinement; and (3) placed, held, or detained in the Facility. NOTE: Covered Persons include Juveniles held, placed, or detained at the Facility under contract between the County and another county, state, or federal agency.

Fit for Confinement – A determination made by an authorized Assessment Staff Member of the Facility based on CCS' Medical Intake Policy, an authorized CCS staff member, or hospital personnel that a Juvenile is medically stable and has been medically cleared for acceptance into the Facility. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

Health Care Staff – Medical, mental health and support staff provided or administered by CCS.

Juvenile – a Juvenile held, placed, or detained at the Facility under the lawful authority of the County or under contract between the County and another county, state, or federal agency. Juveniles may be housed in the Facility. Juveniles housed in another jurisdiction are not covered by the provisions of the Agreement unless CCS administers health care services at the other jurisdiction's facility and is specifically set forth below.

Physician Extender – An advanced level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

Specialty Services – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding services that are otherwise provided for in this Agreement.

# ARTICLE I HEALTH CARE SERVICES

- 1.0 SCOPE OF SERVICES. CCS shall administer health care services and related administrative services at the Facility according to the terms and provisions of this Agreement, and in compliance with applicable law. Additionally, CCS shall administer all health care services and related administrative services which are not in conflict with this Agreement as provided in:
  - 1.0.1 The Sub-Sections of Section 2.1 "Scope of Work" of CCS' Technical Proposal in Response to RFP No. 18-026 Medical Services Youth Services Center following the close of the RFP on February 26, 2018. The CCS Technical Proposal is attached hereto as "Exhibit E."

#### ARTICLE II HEALTH CARE STAFF

- 2.0 STAFFING HOURS. CCS shall provide or arrange for the provision of Health Care Staff necessary to render the health care services contemplated in Article I as set forth in the staffing plan provided in Exhibit B, attached hereto and made a part hereof. CCS reserves the right to assign the staff in Exhibit B to shift coverage as necessary based on operation needs to provide the health care services under this Agreement.
  - 2.0.1 Additional hours may be provided if mutually agreed upon by both Parties in writing, with at least 24 hours advanced written notice.

- 2.0.2 CCS shall provide or arrange for the provision of an on-call Physician or Physician Extender [or Health Service Administrator, etc.] available by telephone or pager 24 hours per day and 7 days per week.
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Facility Population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to in writing by the County and CCS.
- 2.2 STAFF SCREENING. The County shall screen CCS' proposed Health Care Staff, employees, agents and/or subcontractors providing services at the Facility to ensure they do not constitute a security risk. The County shall have final approval of CCS' Health Care Staff, employees, agents and/or subcontractors in regard to security/background clearance.
- 2.3 REMOVAL OF HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the County becomes dissatisfied with any member of the Health Care Staff, the County shall provide CCS written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CCS shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the County within ten (10) business days following CCS' receipt of the notice, CCS shall remove the individual from providing services at the Facility within a reasonable time frame considering the effects of such removal on CCS' ability to deliver health care services and recruitment/hiring of an acceptable replacement.

The written notice requirement shall not apply to those situations in which the County has determined that a member of the Health Care Staff has been negligent, has engaged in misconduct, has committed a serious violation of a County or Facility policy, or poses a threat to the County, its employee, or its Juveniles. In the event of such determination, the County may require the individual to immediately leave the Facility premises. The County will inform CCS of this action immediately. The County reserves the right to revoke the security clearance of any Health Care Staff at any time.

- 2.4 HEALTH CARE STAFF PRACTICES. CCS will require its Health Care Staff to abide by all the laws, rules and regulations that govern the practices and procedures under which the Health Care Staff is/are licensed and shall act within the parameters of all applicable ethical and professional standards in providing the services. CCS will require its Health Care Staff to comply with all administrative policies adopted by the county to protect the health, safety and welfare of the Facility population.
- 2.5 LICENSING OF HEALTH CARE STAFF. CCS agrees that it, and its Health Care Staff, at all times during this Agreement, shall be properly licensed and/or certified to provide the services they perform pursuant to this Agreement. CCS further agrees that should any of its Health Care Staff no longer be properly licensed and/or certified for the services they perform, CCS shall notify the County and Director immediately. Should any party performing services on behalf of CCS lose their license or be de-certified, the parties agree that the County may terminate this agreement immediately.

# ARTICLE III ADMINISTRATIVE SERVICES

3.0 UTILIZATION MANAGEMENT. CCS shall provide utilization management services and administer pharmacy services as set forth in Article I and CCS' Technical Proposal attached as Exhibit E, on behalf of the County.

Exhibit E, Section 2.1.16 provides that for Juveniles without insurance, CCS and the Director will "determine the most efficient approach to meeting the juvenile's pharmaceutical needs." CCS and the Director have determined that CCS will utilize Diamond Pharmacy Services for filling prescriptions for Juveniles without insurance. The County will pay CCS for these medications and seek reimbursement from the parents or legal guardians.

CCS will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the County apprised of its utilization management practices.

- 3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. CCS shall conduct an ongoing health and mental health education and training program for the Facility Staff in accordance with the needs mutually established by the County and CCS.
- 3.2 QUARTERLY REPORTS. As requested by the Director or County, CCS shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the Facility Population.
- 3.3 QUARTERLY MEETINGS. As requested by the Director or County, CCS shall meet quarterly, or as soon thereafter as possible, with the Director, or designee, concerning health care services within the Facility and any proposed changes in health-related procedures or other matters, which both Parties deem necessary.
- 3.4 MEDICAL RECORDS MANAGEMENT. CCS shall provide the following medical records management services:
  - 3.4.1 MEDICAL RECORDS. CCS Health Care Staff shall maintain, cause or require the maintenance of complete and accurate medical records for Covered Persons who have received health care services. Medical records shall be kept separate from Covered Person's confinement records. A complete copy of the individual medical record shall be available to accompany each Covered Person who is transferred from the Facility to another location for off-site services or transferred to another institution. CCS will keep medical records confidential and shall not release any information contained in any medical record except as required by published Facility policies, by a court order or by applicable law. Upon termination of this Agreement, all medical records shall be delivered to and remain with the Facility, as property of the Facility.
  - 3.4.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.
  - 3.4.3 RECORDS AVAILABILITY. As needed to administer the terms of this Agreement, CCS shall make available to the Director or County, unless otherwise specifically prohibited, at the Director's or County's request, all records, documents and other papers relating to the direct delivery of health care services to the Facility Population hereunder. Except as may

be required by law, during the term of this Agreement, and for a reasonable time following the termination of this Agreement, CCS shall provide the Director or County, at the Director or County's request, CCS' records (including medical records) relating to the provision of health care services to the Facility Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Facility Population (to the extent CCS has control of, or access to, such records). The Director or County may request such records in connection with the investigation of, or defense of, any claim by a third party related to CCS' conduct or to prosecute a claim against a third party. Any such information provided by CCS to the Director or County that CCS considers confidential shall be kept confidential by the Director or County and shall not, except as may be required by law, be distributed to any third party without prior written approval by CCS.

# ARTICLE IV PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 GENERAL. Except as otherwise provided in this Agreement, CCS shall only be required to arrange for health care services under this Agreement to be provided to Covered Persons.
- 4.1 EMERGENCY MEDICAL CARE FOR FACILITY EMPLOYEES AND VISITORS. CCS shall arrange for on-site first response emergency medical care as required for Facility employees, contractors and visitors to the Facility. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
- 4.2 RELEASE FROM CUSTODY. The County acknowledges and agrees that CCS is responsible for the payment of costs associated with services rendered to Covered Persons as set forth in this Agreement only when such persons remain in the custody of, or under the jurisdiction of, the Facility. In no event shall CCS be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the Facility including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall CCS be responsible for payment of costs associated with any medical services rendered to a Covered Person when said Covered Person is injured outside the Facility during transport to or from the Facility.

# ARTICLE V PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 OTHER COUNTY JUVENILES. CCS shall be responsible for arranging health care services for Other County Juveniles to the same extent as Covered Persons. The cost of all other medically-related expenses associated with Other County Juveniles shall be the responsibility of the County to the same extent as Covered Persons.
- 5.1 COUNTY JUVENILES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE FACILITY. CCS shall not be responsible for arranging the medical care or treatment for County Juveniles housed in other counties or jurisdictions. The County or Director or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of County Juveniles removed from the Facility, including, but not limited to the services listed in Article I of this Agreement and any other health care related expenses associated with said Juveniles, unless the Juvenile is housed in a facility

where CCS provides Juvenile health care services. CCS shall not be responsible for arranging the medical care or treatment for County Juveniles housed outside the Facility.

5.2 INJURIES PRIOR TO DETENTION, FIT FOR CONFINEMENT, AND ESCAPED JUVENILES. CCS shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to detention at the Facility or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the Facility. In addition, CCS shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life-threatening injury or illness or in immediate need of emergency medical care. CCS shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or the County shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that is Fit for Confinement. To the extent CCS is billed for medical services provided to an individual who is not Fit for Confinement the County shall reimburse CCS for all such costs. CCS shall not charge an additional fee simply to examine an individual to determine if he is suitably Fit for Confinement.

# ARTICLE VI COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 SERVICES NOT LISTED. Both Parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. CCS shall not be responsible for any expenses not specifically covered under Articles I, II and III of this Agreement. In the event that any of the health care services not covered by CCS under Articles I, II and III, or any services that are not listed within this Agreement, are required for a member of the Facility Population as a result of the medical judgment of a physician or CCS authorized personnel, CCS shall not be responsible for the cost of such services and such services shall be billed directly to the County.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both Parties understand and agree that there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While both Parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the County or Director or their employees, agents or contractors, which results in medical care for the Facility Population, Detention staff, visitors, or contractors, CCS shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the County. Notwithstanding the above, CCS shall be responsible for medical costs under this Agreement associated with such an event only if such an event was caused solely by CCS.

# ARTICLE VII COUNTY'S DUTIES AND OBLIGATIONS

7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The County, Facility, and Director and their employees, agents and subcontractors shall treat juvenile health information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI) and the Health Information Technology for Economic and Clinical Health Act (HITECH), and shall abide by any State and federal health information privacy laws, to the extent

they are applicable. The County and the Director shall implement policies and/or procedures to maintain confidentiality of health information. CCS assumes liability for any breach of confidentiality that may occur through the action or omission of CCS, CCS' employees, independent contractors, and anyone directly or indirectly employed by CCS. The County assumes liability for any breach of confidentiality that may occur through the action or omission of the County, the County's agents, representatives and employees. Both Parties recognize this provision is not determinative of whether the Correctional Facility is a "covered entity" under HIPAA.

- 7.1 RECORD ACCESS. Except as may be required by law, during the term of this Agreement, and for a reasonable time following the termination of this Agreement, the Director shall provide CCS, at CCS' request, the County, Facility and/or Director's records (including medical records) relating to the provision of health care services to the Facility Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Facility Population (to the extent the County, Facility or Director has control of, or access to, such records). CCS may request such records in connection with the investigation of, or defense of, any claim by a third party related to CCS' conduct or to prosecute a claim against a third party. Any such information provided by the Director to CCS that the Director considers confidential shall be kept confidential by CCS and shall not, except as may be required by law, be distributed to any third party without prior written approval by the Director.
- 7.2 USE OF JUVENILES IN THE PROVISION OF HEALTH CARE SERVICES. Juveniles of the Facility shall not be employed or otherwise engaged or utilized by CCS in rendering any health care services to the Facility Population.
- 7.3 SECURITY OF THE DETENTION FACILITY AND CCS. CCS and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CCS, as well as for the security of the Facility Population and Facility staff, consistent with a juvenile detention setting. The Director shall provide security sufficient to enable CCS, its Health Care Staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. CCS, its Health Care Staff, employees, agents and/or subcontractors shall follow all security procedures of the Director while at the Facility or other premises under the Director's direction or control. It is understood and agreed that the Facility will not restrict or otherwise interfere with the activities or judgment of the Health Care Staff, in matters which involve the practice of medicine or provision of health care services. On the other hand, it is understood and agreed that the Facilities are Juvenile Detention facilities and that matters of institutional safety and security are peculiarly within the area of expertise of the Juvenile Detention Facilities officials. For that reason, matters of institutional safety and security shall be decided by the Director or designee. In the event that there is an apparent or potential conflict between the medical judgment of Health Care Staff, and the judgment of the Director or designee regarding matters of institutional safety and security, CCS, shall meet with the Director to resolve such conflicts. In such situations, the authority for making a final judgment shall rest with the Director, provided, however, that in exercising such authority the Director shall accord the medical judgment of Health Care Staff, the greatest possible deference under the circumstances.
- 7.4 COUNTY AND DIRECTOR'S POLICIES AND PROCEDURES. CCS, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirements of the County's and/or Director's posted Policies and Procedures, which impact the provision of medical services.
  - 7.4.1 Upon hire, each CCS staff member will be trained on applicable Policies and Procedures by Facility staff.

- 7.4.2 A complete set of said Policies and Procedures shall be maintained by the County and made available for inspection by CCS at the Facility, and CCS may make a reasonable number of copies of any specific section(s) it wishes using the Director's photocopy equipment and paper.
- 7.4.3 Any Policy or Procedure that may impact the provision of health care services to the Facility Population which has not been made available to CCS shall not be enforceable against CCS unless otherwise agreed upon by both Parties.
- 7.4.4 Any modification of the posted Policies and Procedures shall be timely provided to CCS and if necessary, additional training may be required. CCS, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CCS.
- 7.5 OFFICE EQUIPMENT AND SUPPLIES. The County shall provide use of County-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the Facility health care facilities. At the termination of this Agreement, CCS shall return to the County possession and control of all County owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
  - CCS shall, at the request of the County, procure and stock medical supplies for routine and specialty care of all juveniles, utilizing the national contract CCS has in place. Costs for such supplies will be passed through to the County with backup documentation to include invoices for such supplies and packing slips to demonstrate receipt. All medical supplies remaining at the termination of this Agreement shall be converted to the Facility's inventory.
- 7.6 DAMAGE TO EQUIPMENT. CCS shall be liable for any damage to the office equipment which was caused by an act of negligence of CCS, its agents, employees or subcontractors. CCS shall not be liable for loss of or damage to equipment and supplies of CCS, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the County and/or Director's employees.
- 7.7 SECURE TRANSPORTATION. The Director shall provide security as necessary and appropriate in connection with the transportation of a member of the Facility Population to and from off-site services including, but not limited to, Specialty Services, hospitalization, pathology and radiology services as requested by CCS. CCS shall coordinate with the Director's office for transportation to and from the off-site services provider or hospital.
- 7.8 NON-MEDICAL CARE OF FACILITY POPULATION. It is understood that the Director shall provide for all the non-medical personal needs and services of the Facility Population as required by law. CCS shall not be responsible for providing, or liable for failing to provide, non-medical services to the Facility Population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.9 FACILITY POPULATION INFORMATION. In order to assist CCS in providing the best possible health care services to Covered Persons, the Director shall provide, as needed, information pertaining to the Covered Person that CCS and the Director mutually identify as reasonable and necessary for CCS to adequately perform its obligations under this Agreement.

# ARTICLE VIII COMPENSATION AND ADJUSTMENTS

- 8.0 COST PLUS MANAGEMENT FEE CONTRACT - COSTS As illustrated in the CCS Cost Proposal, attached herein as Exhibit D, are the County's anticipated costs for medical care during the first year (June 1, 2018 - May 31, 2019) of this Agreement. These costs include: (1) the Management Fee, a fixed amount of Eighty Thousand Five Hundred Dollars and No Cents (\$80,500.00), which is paid to CCS for administering the County's medical care program; and (2) the operating costs incurred by CCS for payment of its employee's wages and salaries, pharmacy, professional fees, insurance, medical supplies, and administrative expenses which the Parties recognize may vary subject to juvenile needs and the actual cost of these items. The County shall not be responsible for the direct payment of any wages, insurance or fringe benefits, including but not limited to vacation, overtime, retirement benefits, workers' compensation insurance and unemployment insurance. For the first year, the County shall compensate CCS for the services described above in a total not to exceed Two Hundred Fifty-Two Thousand Three Hundred and Five Dollars and No Cents (\$252,305.00) which includes the Management Fee mentioned above. The total estimated four-year cost, as provided in Exhibit D, shall not exceed One Million Forty-Seven Thousand Seven Hundred Dollars and No Cents (\$1,047,700.00) which includes a potential 2.5% annual price adjustment as described in Article IX. Should the need for services exceed the estimated costs described in Exhibit D, any and all costs above this amount are subject to prior approval of the Lancaster County Board of Commissioners. CCS shall notify the County if costs are expected to exceed this amount. The County will timely respond to any requests for additional funds. If the County does not approve additional anticipated costs, CCS will have the option to terminate this Agreement without penalty upon thirty (30) days written notice.
- 8.1 PAYMENT TO CCS. By the 21<sup>st</sup> of each month, CCS will submit an invoice to the County for Six Thousand Seven Hundred Eight Dollars and Thirty-Three Cents (\$6,708.33), which is 1/12<sup>th</sup> of the management fee, a fixed amount of Eighty Thousand Five Hundred Dollars and No Cents (\$80,500.00), and for the variable costs incurred during the previous month. The County will make payment to CCS within thirty (30) days of the date of invoice. CCS understands and agrees that advance payments will not be made and that CCS must submit a proper invoice for services already rendered prior to the issuance of payment by the County. CCS further agrees that it will make any additional information available to the County to support any claim for services rendered.

# ARTICLE IX TERM AND TERMINATION

- 9.0 TERM. The term of this AGREEMENT shall be four (4) years from June 1, 2018 at 12:01 a.m. through May 31, 2022 at 11:59 p.m. The Agreement may be renewed for an additional four (4) year term upon mutual written agreement by both parties.
  - 9.0.1 ANNUAL PRICE ADJUSTMENT. Upon each annual anniversary of this Agreement pursuant to Paragraph 9.0, the Parties shall negotiate any potential increase in the Management Fee, and if applicable, adjustments to the Operating Cost Budget, in accordance with the Midwest Region CPI for the previous 12-month period, but not to exceed 3.0%.
- 9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the County.

- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CCS and the County shall act in good faith and make every effort to give CCS reasonable advance notice of any potential problem with funding or appropriations.
- 9.1.2 If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the County may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CCS.
- 9.2 TERMINATION DUE TO CCS' OPERATIONS. The County reserves the right to terminate this Agreement immediately upon written notification to CCS in the event that CCS discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both Parties agree that termination under this provision will be considered without cause.
- 9.3 TERMINATION FOR CAUSE. The Agreement may be terminated for cause under the following provisions:
  - 9.3.1 TERMINATION BY CCS. Failure of the County to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by CCS upon sixty (60) days advance written notice to the County specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the County shall have ten (10) days to provide a written response to CCS. If the County provides a written response to CCS which provides an adequate explanation for the "basis for termination" and the County cures the "basis for termination" to the satisfaction of the CCS, the sixty (60) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to CCS.
  - 9.3.2 TERMINATION BY COUNTY. Failure of CCS to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the County who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice CCS shall have ten (10) days to provide a written response to the County. If CCS provides a written response to the County which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the County, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the County.
- 9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this Agreement, the County or CCS may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving ninety (90) days advance written notice to the other Party.
- 9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the Parties to this Agreement, the County shall pay CCS for all services rendered by CCS up to the date of termination of the Agreement regardless of the County's failure to appropriate funds.

9.6 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this Agreement, CCS shall be allowed to remove its property from the Facility including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

# ARTICLE X LIABILITY AND RISK MANAGEMENT

- 10.0 INSURANCE COVERAGE. CCS must, at its sole cost and expense, procure and maintain during the term of this Agreement, proof of insurance that is compliance with the "INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS" in Exhibit A.
- 10.1 PERFORMANCE BOND. CCS shall obtain a performance bond in an amount of \$63,260.00 which is estimated to equal three (3) months of service as provided herein. Such bond will be claimed by the County in the event CCS defaults on the obligations provided in this Agreement and the County must locate similar services with a different vendor to restore the same or similar services.

# ARTICLE XI MISCELLANEOUS

- 11.0 INDEPENDENT CONTRACTOR STATUS. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. CCS, its agents, consultants, subcontractors, independent contractors, or representatives, and any employees of CCS shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of CCS. CCS, its agents, consultants, subcontractors, independent contractors, and representatives, and the County shall be responsible to their respective employees for all salary and benefits. Neither CCS, its employees, agents, consultants, subcontractors, independent contractors, or representatives, nor the County's employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. CCS shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, agents, consultants, subcontractors, independent contractors, and representatives, and for payment of all federal, state, local and any other payroll taxes with respect to its employees', agents', consultants', subcontractors', independent contractors', and representatives' compensation.
- SUBCONTRACTING. In performing its obligations under the Agreement, it is understood that CCS is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements CCS may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this Agreement. CCS shall engage Contract Professionals that meet the applicable professional licensing requirements and CCS shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that CCS may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this Agreement.

- 11.2 EQUAL EMPLOYMENT OPPORTUNITY. CCS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CCS will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.3 WAIVER OF BREACH. The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.4 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The Parties acknowledge that CCS is neither bound by or aware of any other existing contracts to which the County is a party and which relate to the providing of health care to Juveniles at the Facility. 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 this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.5 FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, labor disputes, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering shall immediately give notice to the other Party of the Force Majeure Event. Upon such notice, the obligations of the affected Party under this contract which are reasonably related to the Force Majeure Event may, at its option, be suspended, without liability, the performance of its obligations hereunder during the period such cause continues. The affected Party shall do everything reasonably necessary to overcome the effects of the Force Majeure Event, mitigate the effect of any delay occasioned by any Force Majeure Event, and ensure resumption of normal performance of this Agreement as soon as reasonably practicable and shall perform their obligations to the maximum extent practicable.
- 11.6 LEGAL ACTION CONSULTATIONS. Each party will defend legal actions brought against its agents and/or employees at its own expense. CCS and the County will cooperate with one another in the defense of suits as long as no conflict exists. CCS and the County will consult with the other party with regard to litigation and may, on a case by case basis, agree to single representation as long as no conflict exists. The County will provide representation in Grand Jury cases. However, nothing herein shall be construed as to require CCS to be represented by counsel chosen by County, and both the County and CCS shall have the right to maintain independent defense and representation.

Upon the approval of CCS Legal Counsel, which shall not be unreasonably withheld, CCS shall make any member of the Health Care Staff or other employees or agents available for consultation with the Director, the Lancaster County Attorney's Office and/or any other legal representative of the County relative to any and all legal actions which involve allegations about which CCS or any member of the Health Care Staff has knowledge as a result of CCS' provision of services pursuant to this Agreement. It is specifically understood and agreed that the duties of CCS and its Health Care Staff, under this paragraph shall include, when necessary and approved by CCS legal counsel,

consultations, appearances and provision of testimony by physicians, physician assistants, or medical residents or any member of the Health Care Staff at or in connection with subpoenas, depositions, hearings, trials, and other related legal proceedings.

Likewise, upon the approval of County Legal Counsel, which shall not be unreasonably withheld, County shall make any member of its Facility Staff or other employees or agents available for consultation with pertinent CCS Personnel, CCS legal counsel and/or any other legal representative of CCS relative to any and all legal actions which involve allegations about which County Facility Staff, or any employee or agent of the County has knowledge as a result of CCS' provision of services pursuant to this Agreement. It is specifically understood and agreed that the duties of County and its Facility Staff, under this paragraph shall include, when necessary and approved by County Legal Counsel, consultations, appearances and provision of testimony by pertinent County Facility Staff or other County personnel at or in connection with subpoenas, depositions, hearings, trials, and other related legal proceedings.

- 11.7 CHANGES IN SCOPE. If at any time during the Term of this Agreement (as amended), there is a material change in the scope of services provided by CCS as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the Parties hereby agree to re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed 30 days from the effective date of the material change. In the event the Parties are not able to re-negotiate the affected terms of this Agreement, either Party may terminate the Agreement without cause upon providing 60 days advance written notice.
- 11.8 ASSIGNMENT. Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 11.9 NOTICES. Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the Party listed below:

If for CCS:

Correct Care Solutions, LLC Attn: Chief Legal Officer 1283 Murfreesboro Road, Suite 500 Nashville, TN 37217 (615) 324-5733 If for County: Lancaster County Youth Services Center Attn: Director 1200 Radcliff Street

Lincoln, NE 68512

With a copy to: Lancaster County Board of Commissioners 555 S. 10<sup>th</sup> Street Lincoln, NE 68508 (402) 441-7093

Such address may be changed from time to time by either Party by providing written notice as provided above.

- 11.10 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to the conflicts of laws or rules of any jurisdiction.
- 11.11 EMPLOYEE VERIFICATION. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Provider agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Provider shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Provider shall require any subcontractor to comply with the provisions of this section.
- 11.12 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 11.13 SURVIVAL. The following provisions will survive any termination or expiration of the Agreement: Article VIII, Article IX and Article X.
- 11.14 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.15 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.16 SEVERABILITY. In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.17 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

# AGREED TO AND ACCEPTED AS STATED ABOVE

COUNTY OF LANCASTER, NEBRASKA	Name: Todd Wiltgen
	Title: Chair, Lancaster County Board of Commissioners
	Date:
CORRECT CARE SOLUTIONS, LLC	Name: Brad Dunbar
NOM	Title: Executive Vice President
bloc	Date: 5/21/18

# INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Vendors must provide coverage & documents related to the items with a check mark in Sections  $\mathbf{1}-\mathbf{1}.9$ . This includes endorsements and waivers as required below. All Vendors must comply with Sections 2-7.

\*Indicates Endorsement Form is required.

#### **Insurance**; Coverage Information

The contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess. CCS' deductible is \$2,000,000.00.

## **Certificates**

The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements and waivers described herein and below before being permitted to begin the work or project. All certificates, endorsements and endorsement forms (where required) must be acceptable to the City Attorney or County Attorney as appropriate. Certificates shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

# 1. <u>Commercial General Liability</u>

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/ PBC, which approval shall not be unreasonably withheld.

# 1.1 Additional Insured\*

An Additional Insured Endorsement Form showing the City/County/PBC as Additional Insured for Commercial General Liability, Auto Liability and such other coverage as may be required by the City/County/PBC.

## 1.2 Automobile Liability\*

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

### 1.3 Omitted

### 1.4 Workers' Compensation; Employers' Liability\*

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation. The contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

# 1.5 <u>Omitted</u>

### **1.5.1** <u>Omitted</u>

### 1.6 Pollution Liability\*

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form or a Claims made form with applicable tail coverage.

<sup>\*</sup>Coverage required whenever work under contract involves pollution risk to the environment.

# 1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. The Parties agree to allow CCS to proceed throughout the life of the Agreement to utilize a **CLAIMS MADE** Policy with a **TAIL** policy insurance coverage that has a liability limit of not less than \$1,000,000 per loss event and \$3,000,000 aggregate. CCS' deductible is \$2,000,000.00.

\*Required whenever service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

 1.8
 Omitted

 1.8.1
 Omitted

 1.9
 Omitted

### 2. Risk of Loss

To the extent Contractor hires any subcontractor, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's work assigned under the scope of services and medications, materials, inventory, equipment, supplies, facilities, offices. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all patients, employees, medication, supplies, equipment, and work of other subcontractors. Contractor shall protect its work from damage by its employees, subcontractors, patients, or by corrections staff working in the area.

### 3. <u>Umbrella or Excess Liability</u>

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

### 4. <u>Minimum Scope of Insurance</u>

All Liability Insurance policies shall be written on a Claims Made Policy with Tail Policy. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

# 5. <u>Indemnification</u>

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

### 6. Reservation of Rights

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

### 7. Sovereign Immunity

Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

		Correct C	are Solutio	ns - RFP					
			Day Shift						
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
H.S.A. (RN)	8	8	8	8	8			40	1.000
Mid-Level Provider (NP/PA/ARNP)			1					1	0.025
Psychiatrist*				0.50				0.50	0.0125
Total Hours/FTE - Day								42	1.0375
	100	Ev	ening Shif	t		1			
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
LPN	3	3	3	3	4			16	0.400
Total Hours/FTE - Evening								16	0.400
		W	eekly Tota						
TOTAL HOURS/FTE - WEEKLY								58	1.4375

<sup>\*</sup>Psychiatrist to be provided at 1 hour every other week or 2 hours monthly.

# REQUEST FOR PROPOSALS

Lancaster County
Medical Services - Youth Service Center
RFP 18-026

Issue Date: February 1, 2018

Closing Date and Time: February 21, 2018 at 12:00 p.m. (CST)



Lincoln-Lancaster County Purchasing
Robert Walla
Purchasing Agent
440 S. 8<sup>th</sup> Street, Suite 200
Lincoln, NE 68508
402-441-8103

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#### **GLOSSARY OF TERMS**

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the Owners or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement to the originally published information.

After Receipt of Order (ARO): After Receipt of Order

**Agencies:** Lancaster County – hereinafter referred to as Owners.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a contract document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP and associated documents in the Ebid system. The Owners reserve the right to reject any or all proposals, wholly or in part, or to award to multiple vendors in whole or in part. The Owners reserve the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the vendor's competitive position. All awards will be made in a manner deemed in the best interest of the Owners.

**Best and Final Offer (BAFO):** In a competitive RFP, the final offer submitted which contains the Vendor's most favorable terms for price.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Vendor will not withdraw the bid.

Bidder: A vendor who submits an offer in response to a written solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture or any other private legal entity.

Business Day: Any weekday, except Owner-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays and holidays.

**Cancellation:** To call off or revoke a purchase order or contract without expectation of conducting or performing it at a later time.

**Central Processing Unit (CPU):** Any computer or computer system that is used by the Owner to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the Vendor and all Owners by the proper authority.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Cost: See Price/Cost.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Vendor.

**Default:** The omission or failure to perform a contractual duty.

**Department:** A division of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission responsible for the entire procurement process from initiation to contract administration of the Purchase Order or Contract to be executed.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Evaluation:** The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Extension**: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the Contractor shall perform duties as outlined in the documents of the RFP, proposal and subsequent contract.

**Interested Party:** A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

**Late Proposal:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the Owners with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

**Notice to Proceed:** A written notice sent to the awarded Vendor stating that work may commence on a certain date, following the complete execution of the contract.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals.

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Owners: Lancaster County, Nebraska

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Vendor fulfills any and all obligations under the contract.

**Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Price/Cost:** The cost for performing duties according to the terms of the proposal and subsequent contract as proposed by the Vendor at time of RFP submission. Price may be negotiated following a recommendation of the Selection Committee. Price is an evaluation factor and is not evaluated by the Selection Committee with the other qualification factors. Price is normally submitted in a separate envelope and is completed according to the Cost Proposal Sheet included in the RFP documents.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission under the contract for use by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities and services to be provided under the contract.

**Proposal:** The offer submitted by a Vendor in a response to a written solicitation.

**Proposer:** Vendor submitting a proposal to an RFP issued by the City/County Purchasing Department.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Public Proposal Opening:** The process of unsealing written proposals and closing the RFP in the Ebid system at the time specified in the written solicitation.

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions by all parties involved. Not to be confused with Extension.

Request for Proposal (RFP): A written solicitation for obtaining competitive offers utilizing qualifications and costs.

**Responsible Proposer:** A Proposer who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Proposer:** A Proposer who has submitted an RFP response which conforms to all requirements of the solicitation document.

**Selection Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

Shall/Will/Must: An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Services:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics or other items to be provided under a contract.

**Termination:** Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Third Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product or service.

**Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Will: See Shall/Will/Must

Work Day: See Business Day.

#### I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS:

#### A. PROJECT OVERVIEW:

Lancaster County hereinafter called Owners are requesting proposals from qualified Vendors to submit proposal responses for Medical Services for the Youth Service Center (YSC).

The Owners intends to select a Vendor based on the evaluation criteria outlined herein which will accomplish the objectives of the project while incorporating innovative and cost-effective methods.

The successful Vendor will be responsible for remaining on established schedules for all services rendered so as to meet the proposed schedule for the project deliverable(s).

#### B. PROJECT/BACKGROUND INFORMATION:

Lancaster County operates a Youth Service Center at 1200 Radcliff Street, Lincoln, NE. The facility houses youth ages 14 to 19 for Lancaster County and surrounding counties. The average population in the facility is 27 with a minimum average of 25 and a maximum number 60. Average daily population frequently reaches as high has 35. Medical services are a vital service in managing the facility and a new Vendor will work closely with YSC staff to ensure timely, comprehensive medical care is given to each inmate according to all applicable standards/rules related to health care services in Juvenile Detention facilities and the Nebraska Jail Standards for Juvenile Detention Facilities, and requirements set by this RFP and the subsequent contract. Medical services include Medical, Dental, Psychiatric, and Pharmaceutical Services.

#### C. RFP DOCUMENTS

Vendors are to promptly notify the Purchasing Department Staff, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

#### D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS

Important Documents or Available Information:

A copy of the current contract and other contract documents can be found here:

https://col.ionwave.net/PublicContractDetail.aspx?ctid=133&wid=1&t=ACTI

#### E. CONTRACT PERIOD

The contract shall be for a period of four (4) years from April 1, 2018 to March 31, 2022 with the option for one (1) four (4) year renewal if mutually agreeable between both parties.

#### F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:

The Owners are seeking a Vendor with a minimum of ten (10) years of experience providing medical, dental, psychiatric and pharmaceutical services to correctional facilities, preferably youth facilities.

This RFP invites qualified vendors to submit proposals for accomplishment of the items of work described in Section III.

The scope of general and required services identified in this RFP are intended to serve as a general description of anticipated objectives and tasks.

The Owners will rely on the Vendor's competence and experience to work with all Owner departments and divisions in meeting all necessary tasks, providing ongoing quality services and communicating successfully to provide the most effective and efficient products and/or services.

#### II. PROCUREMENT PROCEDURE

#### A. AFFIRMATIVE ACTION

The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all Vendors and encourages minority businesses and women's business enterprises to participate in our bidding process.

#### B. RFP APPROACH

The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also, the Owner has the flexibility to negotiate with a select Vendor to arrive at a mutually agreeable relationship.

The Owners reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owners.

#### C. SELECTION COMMITTEE

A Selection Committee will be assigned the task of reviewing the proposals received.

- 1. The Selection Committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements. The Committee also reserves the right to request additional information from the Vendor or others who have done business with the company for similar services, which may be used in the evaluation process.
- 2. The Selection Committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

#### D. PROPOSAL PROCEDURE

All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two-step process.

- 1) Proposers shall respond electronically to all attributes and addendums as required using the City/County Ebid system.
- 2) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications unless other requirements are outlined in the Specifications.

Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the Specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the Specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the written response/offer document.

Proposed prices shall be submitted on the **ATTACHMENT 1 – COST PROPOSAL** with backup documentation on company letterhead in a separate envelope marked "COST PROPOSAL". COST PROPOSAL envelope must be submitted at the same time as the written proposal if the specifications indicate that price will be evaluated as part of the award criteria. Cost Proposal information for a total cost of the project over the term of the contract must be provided or proposal may be rejected.

Response by a Proposer other than a corporation must include the name and address of each member. A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof. Any person signing a response for a company, corporation, or other organization must show evidence of his/her authority to bind such company, corporation, or organization.

Written or Ebid Proposals received after the time and date established for receiving offers will be rejected.

#### E. PROPOSER'S OFFER AND REPRESENTATION

The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owner(s) of purchase orders or other contract documents appropriate to the work.

No offer shall be withdrawn for a period of ninety (90) calendar days after the time/date established for receiving proposals, and each proposer agrees in submitting an offer.

Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

#### F. INDEPENDENT PRICE DETERMINATION

By signing and submitting this RFP, the proposer certifies that the proposal and prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Proposer/Competitor; unless otherwise required by law, the prices which have been submitted in this offer have not been knowingly disclosed by the Proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the Proposer to induce any person or Vendor to submit, or not to submit, a response for the purpose of restricting competition.

#### G. PROJECT TIMELINE

The tentative project schedule is listed directly below and is subject to change:

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	February 1, 2018
Pre-Proposal Meeting	NA
Last day to submit questions	February 14, 2018
Proposal Submittal Deadline	February 21, 2018 - 12:00 PM CST
Evaluation period	February 22-27
Short-list Notification (If applicable)	February 28
Interviews (If applicable)	March 6
Final Selection	March 6
Scope of services, negotiations and fee	March 7-21
Projected Notice to Proceed – Contract Execution	March 27
Implementation and Start Date.	Transition Period – NTP Date
	Start Date – May 1, 2018

#### H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:

The RFP response shall conform to all instructions, conditions and requirements outlined in the RFP and related documents. Prospective Vendors shall carefully examine all documents, attachments and requirements associated with this RFP and be responsive to each requirement in the format prescribed. Proposals that do not conform may be deemed non-responsive.

Proposals must be submitted via a written response AND an electronic Ebid response no later than 12:00 Noon CST on Wednesday February 21, 2018 or if extended, then shall be no later than the closing date and time listed in Ebid. **No exceptions to this deadline will be given.** 

Vendor shall provide - one (1) original and three (3) hard copies of the written proposal in an envelope clearly marked on the exterior RFP 18-026, Medical Services for Youth Service Center and one (1) USB drive containing their full proposal with the written and Cost proposal.

Cost is evaluated independently from all other submittals; therefore, provide **one (1)** hard copy of all costs that can be incurred by the Owners for your products and services with the proposal in a **separate**, **SEALED envelope** marked "ATTACHMENT 1 – COST PROPOSAL".

Vendors must complete the **ATTACHMENT 1 – COST PROPOSAL** in the format provided. Detailed pricing information may be noted on a separate sheet written on company letterhead and included in the sealed Cost Proposal envelope.

All hard copy documents that comprise the RFP response shall be delivered or sent to the address directly below:

Robert Walla Lancaster County Purchasing 440 S. 8th Street, Suite 200 Lincoln, NE 68508

Vendor must be registered on the City/County's Ebid site in order to respond to the above RFP.

- 1. To register, go to the City of Lincoln website <a href="www.lincoln.ne.gov">www.lincoln.ne.gov</a>
- 2. Type "bid" in the search box, click on the "Supplier Registration" and follow the instructions to complete the registration.

Vendor must also complete and submit the electronic portion (Attributes and Line Item section) of this proposal on the Ebid system. Electronic submittal must be submitted before the closing date and time of this RFP. Failure to submit a written and electronic response will result in the rejection of the proposal.

#### **ALTERNATE PROPOSALS**

Vendors may submit alternate cost proposals

- 1. Any and all alternate pricing proposals must still be provided in the same format with appropriate breakdown of pricing as requested for the "Attachment 1 Cost Proposal", but shall be submitted in a separate sealed envelope clearly marked "Cost Proposal Alternate" and labeled with the RFP Number and project title. Such alternate pricing must be delivered or mailed to the Purchasing Office within the same box/package as the other written proposal contents.
- 2. Submitting an alternate proposal does not require an additional Ebid submission.

#### I. PROPRIETARY INFORMATION

City of Lincoln and/or Lancaster County, NE Issued 2/21/2017 In furtherance of Neb. Rev. Stat. §84-712 et seq., all proposals or responses received may be subject to a public records request. Responses to public records requests may include the entire proposal or response. Vendors must request that proprietary information be excluded from the posting. The Vendor must identify the proprietary information, mark the proprietary information according to State law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The Vendor must submit a detailed written showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.

The City and/or County will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Vendor will be notified of the agency's decision. Absent a City and/or County determination that information is proprietary, the City and/or County will consider all information a public record subject to release regardless of any assertion that the information is proprietary. If the agency determines it is required to release proprietary information, the Vendor will be informed. It will be the Vendor's responsibility to defend the Vendor's asserted interest in nondisclosure. To facilitate such public postings, with the exception of proprietary information, the City of Lincoln and/or Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found nonresponsive and rejected. Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City and/or County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City and/or County, arising out of, resulting from, or attributable to the releasing of the contract or the proposals and responses to the RFP, awards, and other documents in accordance with the state public records laws.

#### J. RFP CLARIFICATION AND ADDENDA

Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of RFP and related bid documents.

Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing office to the attention of the contact name listed below at least seven (7) calendar days prior to date and time for response receipt.

All inquiries regarding these specifications or other proposal documents shall be submitted in writing, via email, to the contact name listed below at the City/County Purchasing office:

Name: Robert Walla

Department: City/County Purchasing Email rwalla@lincoln.ne.gov

These inquiries and/or responses shall be distributed to prospective Vendors electronically as addenda via the Ebid system.

All inquiries regarding the submission of the proposal through the Ebid system or providing written instructions of the submittals may be made via email or phone to the City/County Bid Line in the Purchasing Office:

Bid Line Phone Number: 402-441-8103

Interpretations, corrections and changes made to the RFP or Ebid documents will be made by electronic addenda in the Ebid system. Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owners; Proposers shall not rely upon oral interpretations.

Addenda are instruments issued by the Owners prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.

No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

Proposers shall verify addendum receipt electronically in Ebid system prior to RFP closing or RFP may be rejected

#### K. PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference for this RFP.

#### L. PRICE

Prices quoted on the cost proposal form shall remain fixed for at least a one (1) year period. Any request for a price increase subsequent to the first year shall be based on the Midwest Region CPI (Medical Services) for the previous 12 months period but not to exceed 3% of the previous Contract period and must be submitted in writing to City/County Purchasing a minimum of 60 days prior to the end of the one year period, and be accompanied by documentation justifying the price increase. Further documentation may be required by the Owner(s) to justify the increase. The Owner(s) reserves the right to deny any requested price increase. No price increases are to be billed to any Owner/Department prior to written amendment of the contract by the parties.

#### M. ORAL INTERVIEWS

The Owners may determine after the completion of the Written Evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful Vendor.

In the event that interviews are conducted, the Owners reserve the right, in its discretion, to select only the top scoring Vendors to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the written evaluation.

- 1. The Owners will contact those short-listed Vendors to schedule interviews.
- 2. Interviews will include a formal presentation and a question and answer session based upon subject matter provided by the Owners in advance of the interview.

The presentation process will allow the vendors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Vendors' key personnel, identified in their proposal, may be requested to participate in the structured interview to ascertain their understanding of the requirements of this proposal, their authority and reporting relationships within their company, and their management style and philosophy. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the vendor, but the owners reserve the right to refuse or not consider the offered materials. Vendors shall not be allowed to replace their written proposal information by altering or amending the proposals in the interview process.

Once the oral interviews/presentations and/or demonstrations have been completed the Owner reserves the right to make an award without any further discussion with the vendors regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Vendor and will not be compensated by the Owners.

The Owners will contact the awarded Vendor, by email, after all the interviews have been completed and the Owners have had sufficient time to discuss and rank the Vendors.

#### N. AWARD AND NEGOTIATIONS

The resulting contract from this RFP will be awarded to the Vendor who has been deemed responsible, responsive to the requirements outlined herein, received the highest ranking scores, and whose services and/or products have been determined by the Selection Committee to be the most advantageous to the Owners.

Such determination that identified the highest ranked Vendor offering shall be based on the selection committee's resulting scores from the evaluation criteria set forth in **Section IV.** and also Vendors' performance in any oral interviews conducted.

The Owners reserve the right to make an award based on the "written evaluation" without holding oral interviews. Whereby, the scores from the "written evaluation" shall be the final ranking of the best qualified Vendor.

The successful Proposer shall receive information from the Owner and/or meet with Owner's Representative(s) to negotiate an initial detailed work plan, finalize the scope of services and the Cost Proposal.

If the Owners are unable to arrive at a mutual agreement with the top ranked Vendor, the Owners retain the sole right to move on to negotiations with the second (then third, etc.) ranked Vendor. Contract to be executed will be based on a Cost Proposal/Fee Schedule with a "not to exceed total" for total expenditures agreed upon in negotiations.

#### O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

Vendor shall respond to the Attribute in Ebid regarding Sole Proprietorship and complete all documentation as required by the State of Nebraska as instructed.

#### P. ETHICS IN GOVERNMENT CONTRACTING

The Owner(s) reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer commits or has committed ethical violations, such as but not limited to, the following offenses:

- 1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the procurement process;
- 2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the procurement process.
- 3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any local, state or federal entity;
- 4. Submitting a proposal on behalf of another party or entity; and
- 5. Collusion with any person or entity to influence the procurement process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair competitive advantage, subvert the RFP or prejudice the Owners.

#### Q. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Vendor must include any all deviations from the RFP on company letterhead and attach to the section as required in the Submittal portion outlined herein. Failure to include deviations will be interpreted to infer that Vendor agrees to all terms as outlined in the Specifications and RFP documents with no exceptions.

The Owners reserve the right to accept or reject the deviations according to the best interests of the Owners.

Deviations that are not acceptable to the Owners and are not negotiable by the awarded Vendor may result in rejection of RFP as Non-Responsive.

#### R. ANTI-LOYBBYING PROVISION

During the period between the advertised date and the contract award, Vendors, including their agents and representatives, shall not directly discuss or promote their proposal with any City/County Elected Official or Owner Staff except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations sent or provided directly to the City/County Purchasing Department.

#### S. SITE VISITATION

Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance. The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

If the project is in a designated non-public area, Proposers are not allowed to visit the sites with the exception of a Pre-Proposal Meeting or upon written approval by the City/County Purchasing Department.

# T. REFERENCE CHECKS

The Owners reserve the right to conduct and consider reference and credit checks. The Owners reserve the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the vendor grants to the Owner the right to contact or arrange a visit in person with any or all of the Vendor's clients. Unsatisfactory information obtained from any reference and/or credit checks performed may be grounds to reject a proposal, withdraw Intent to Award or rescind the award of a contract.

## U. ENTIRE AGREEMENT

The resulting contract awarded shall constitute the complete and entire agreement between the Owner and the successful Vendor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written that are not incorporated as a part of the Contract. See "Sample Contract" in the Attachment section of the Ebid system.

#### III. PROJECT INFORMATION

Proposers are to review this section, prepare and submit a "Technical Proposal" outlining detailed responses to items **A. through D.** listed below. Submittals within **TAB 2** of the Proposal response shall correspond with this information.

## A. PROJECT ENVIRONMENT & REQUIREMENTS

#### 1. SCOPE OF WORK

**Medical Services -** The County requests medical services from qualified Vendors who are available 24 hours per day, seven days per week, in the event that such services are needed at YSC.

**Dental Services -** The Vendor shall make reasonable dental care available and provided to juveniles when the health of the juvenile during confinement would otherwise be adversely affected.

**Psychiatric Services -** The Vendor shall make reasonable psychiatric care available and provided to juveniles when the health of the juvenile during confinement would otherwise be adversely affected.

#### 2. BUSINESS REQUIREMENTS

## REPORTING REQUIREMENTS

Vendor's medical staff shall meet with the YSC Director at least quarterly.

Vendor must submit a quarterly report of the health care delivery system and statistical summary report.

The quarterly health care delivery system report shall address: the effectiveness of the health care system, changes effected since the last reporting period and recommended corrective action.

The quarterly statistical report shall indicate the number of juveniles receiving health services by category of care, actions taken, prescription and medical supply costs as well as other pertinent information.

# POLICY AND PROCEDURE MANUAL REQUIREMENTS

The Vendor shall have written policies and procedures, approved by a physician and the YSC Director, to govern the delivery of medical, psychiatric and dental health services which must be in compliance with all applicable standards/rules related to health care services in Juvenile Detention facilities including at a minimum the Nebraska Jail Standards for Juvenile Detention Facilities.

The written policies and procedures shall address, at a minimum, the following:

Receiving screening

Collection of health appraisal data

Non-emergency medical services

Emergency medical and dental services

First-aid and CPR

Screening, referral, and care of juveniles who may present risk for suicide, or experience physical, mental, or emotional disabilities.

Arrangements for providing chronic and convalescent care

Arrangements for providing close medical supervision of juveniles with special medical or psychiatric problems.

Delousing procedures

Infectious disease control

Arrangements for providing detoxification

Handling of pharmaceuticals

Notification of next of kin in case of serious illness, injury, or death.

Medical Records development, maintenance and retention, in accordance with the Vendors physician approval.

Authorization to treat.

Confidentiality.

Continued development and implementation of evidence based treatment guidelines.

Professionalism and service through timely responses, focus on patient safety and effective processes to meet needs, respect, accountability and teamwork.

The Vendor shall have written procedures established to provide for the proper management and distribution of pharmaceuticals provided by a County Contract Vendor.

The Vendor will be responsible for the development and maintenance of a policy and procedure manual which covers all psychiatric services for the YSC.

The Vendor will be responsible for the development and maintenance of a policy and procedure manual which covers all dental health practices for the YSC.

# LICENSING AND PROFESSIONAL REQUIREMENTS

The Vendor shall meet all requirements set forth by the Nebraska Jail Standards for Juvenile Detention Facilities and requirements designated by this agreement.

The Vendor shall provide all State licensing, certification, and/or registration for all employees working at the YSC.

Copies of current credentials for each medical employee shall be kept on file at the YSC and in the Vendor's records.

The Vendor shall have and make available to YSC the written job descriptions for all medical personnel which define their respective roles in the YSC's health care system.

The Vendor's physician's assistants and nurse practitioners may practice within the limits of Nebraska state law.

Informed Consent Requirements shall be observed for all examinations, treatments, and procedures.

#### **BILLING REQUIREMENTS**

Vendor shall submit a monthly statement documenting the services and expenses provided pursuant to this agreement.

The County will pay the Vendor on a monthly basis based upon submission and approval of allowable expenses.

The County will not pay for services prior to them being provided by the Vendor.

#### CONFIDENTIALITY

The Vendor agrees to abide by all federal, state, and local laws regarding confidentiality of records as it relates to the juveniles.

#### B. PROPOSED DEVELOPMENT APPROACH

#### 1. PROPOSED RESOLUTION

Detailed explanation that the respondent shall provide their proposed resolution to providing medical, dental and psychiatric services through the use of practical, yet, innovative and creative ideas on how to accomplish each of the objectives of the project.

## C. TECHNICAL CONSIDERATIONS AND CHALLENGES

#### 1. TECHNICAL REQUIREMENTS

## **Medical Service Requirements**

On-site hours for Vendors medical staff coverage: 7am to 9pm, seven days a week, 365 days per year. Vendors may propose Option 1, Option 2 or an alternate schedule to meet the staffing required. Vendors must submit pricing for each option they propose on the Cost Proposal sheet.

#### Option 1

Weekly

HSA 8 hours daily M-F
RN 6 hours daily M-F
NP 1 hour Wed
Psych 0.5 hour Thursday

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RN 14 hours daily Saturday and Sunday

99.5 total hours

## Option 2

Weekly

HSA 8 hours daily M-F Med Aide 4 hours daily M-F NP 1 hour Wed

Psych 0.5 hour Thursday LPN 3 hours M-Thursday

LPN 4 hours Friday

78 total hours

The Vendor will ensure coverage for all on-site medical staff absences including holidays and position vacancies.

The Vendor shall be available on an on-call basis, 24 hours per day, seven days per week, to provide physician services, telephone consultation, assessment, and referrals as required by the YSC and determine the appropriate medical staff to provide the services needed.

The Vendor shall be responsible for the recruitment, interviewing, hiring, training, and supervision of all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in this RFP, the proposal selected, and the resulting contract.

The Vendor shall have a qualified physician, licensed in the State of Nebraska, available to YSC 24 hours per day, seven days per week.

All matters of medical health judgment shall be the sole province of the responsible physician provided by the Vendor.

Physician or other medical evaluation services via video conference are allowed. The Center reserves the right to send youth out but will allow video conference services when it services the best interests of the youth.

The Vendor Medical Care Staff will administer medications to the residents during the onsite hours and any after-hours medications requiring a medical designated license to administer to an individual – ie. Blood sugar/insulin administration, other injections, etc.

The Vendor's Medical Care Staff shall determine strategic locations for first aid supplies and first responder kits as well as ensure adequate stock at each location.

The Vendor shall establish a procedure for the monthly inspection and restocking of medical supplies.

A list of supplies required will be given to the YSC Director or designee for placement of orders from County contract vendors.

The Vendor will order all necessary stock medication and first responder kit supplies from the County's pharmaceutical vendor.

The Vendor shall utilize County's Pharmaceutical vendor for the distribution of juvenile's prescriptions and at a minimum:

- Communicate the juvenile's insurance information to the County's Pharmaceutical Vendor.
- Ensure that juvenile's prescriptions are covered by insurance prior to authorizing the prescription being filled.
- Coordinate the collection of necessary information other than insurance requested by YSC's Pharmaceutical Vendor to meet requirements for filling juvenile's prescriptions.
- 4. Devise policies and procedures to ensure that juvenile's medications are filled in an efficient and effective manner.
- 5. If a juvenile is not covered by insurance, the Vendor will coordinate with the YSC Director or designee on the most efficient approach to meeting the juvenile's pharmaceutical needs. For example, information on when the juvenile is projected to be released and medications to last through that time frame.
- 6. Communicate the need for emergent medications and ensure the collection of those medications in a prompt manner.

The Vendor must ensure that 2 emergency kits are stocked, maintained, and replenished as needed. The emergency kits will be located in a mutually agreed upon location between the County and the Vendor.

The Vendor will be responsible for conducting staff orientation and in-service education for all YSC staff.

Subject matter shall include but not be limited to; dispensing of medications, utilization of medical devices, biological issues, medical policies and procedures and other health topics.

Vendor must coordinate medical care with the resident's primary medical care provider, the local health department, County staff, and the Vendor's contracted medical care staff, as appropriate.

Reasonable attempts shall be made to refer the youth to their primary care physician prior to being referred to the Vendors physician.

The Vendor will be responsible for case management of medical services including but not limited to:

Comprehensive Health Assessments for new resident intakes, including development of care plan for residents with health problems.

Coordination of emergent and non-emergent care with YSC staff, other medical/mental health providers' pharmacies, and human service agencies.

Build an integrated and collaborative relationship with the mental/behavioral health providers to best meet the needs of the residents with mental illness.

Contact each legal guardian when the resident enters the facility to review the care plan and completion of medical authorization for care.

Support the resident re-entry into the community by developing an interdisciplinary team approach utilizing the resident's family, probation/court official and community organizations for continued care and success.

The Vendor shall collect and respond to juvenile's requests for medical treatment daily.

Requests for treatment shall be reviewed by vendor medical care staff to determine appropriate disposition or referral directly to the Vendor's physician.

The Vendor shall educate youth in practices that will promote health and well-being.

The Vendor shall make their medical staff available for in-court testimony as requested by the Lancaster County Attorney's Office.

Vendor shall make their medical staff available to attend any necessary meetings or conferences in preparation of testimony as requested by the Lancaster County Attorney's Office.

The Vendor's physician shall execute medical authorization under the terms of which staff of YSC will be authorized to administer specified non-prescription products and employ specified methods of treatment in dealing with routine, non-emergency medical problems which arise at YSC.

The Vendor shall outline the specific requirements for the administration of such non-prescription products in the medical policy and procedures manual.

The Vendor shall provide on-site laboratory collection services (I.E. – blood draws, throat cultures, etc....) per physician's orders or at the request of the YSC Director.

Informed Consent Requirements shall be observed for all examinations, treatments, and procedures.

The Vendor will provide all other medical health care services to residents as needed.

#### **Dental Services**

The Vendor will be responsible for the development and maintenance of a policy and procedure manual which covers all dental health practices for the YSC.

Such policies/procedures must be in compliance with all applicable standards/rules related to dental health care services in Juvenile Detention facilities.

These policies and related procedures will be developed with input and approval from the YSC Director or designee.

Annual reviews of all dental health care service policies and procedures will be conducted to ensure continued compliance with all standards.

# **Psychiatric Services**

The Vendor will be responsible for the development and maintenance of a policy and procedure manual which covers all psychiatric services for the YSC.

Such policies/procedures must be in compliance with all applicable standards/rules related to psychiatric services in Juvenile Detention facilities.

These policies and related procedures will be developed with input and approval from the YSC Director or designee.

Annual reviews of all psychiatric care service policies and procedures will be conducted to ensure continued compliance with all standards.

Psychiatrist services via video conferencing are allowed. The vendor is responsible for providing the software for the service. The agency will provide the equipment. This service is fee based and must be included in the cost proposal.

#### Detoxification

The Vendor shall make arrangements for detoxification programs under medical supervision of alcohol and drug-dependent juveniles either in the YSC or through transfer to other facilities.

#### D. DELIVERABLES AND DUE DATES

Vendor must provide a draft copy of the Policy/Procedure Manuals for Medical, Dental, Psychiatric and Pharmaceutical services within 30 days of NTP. All Manuals must be complete and approved by the County by April 1, 2018.

#### IV. EVALUATION AND SUBMITTAL INFORMATION

## A. SELECTION AND EVALUATION FACTORS:

Proposals that do not meet the minimum requirements as outlined herein and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

- Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas to determine the selection of the Vendor ranked "first":
  - a. Experience, Proposed Staff Management Approach and Subcontractors;
  - b. Technical Proposal;
  - c. Project Schedule;
  - d. Quality, Organization and Completeness of Proposal Response;
  - e. Cost Proposal; and
  - f. Oral Interviews (if necessary)
- 2. The selection criteria for the "written evaluation" is listed directly above in A. through D. and shall be the basis for an award or the determination for the vendors to be short-listed for personal interview.
- 3. If interviews are conducted, the scores from the "written evaluation" and "oral interviews" shall be added together for a cumulative total and final ranking of the best qualified Vendor.
  - a. If interviews are not conducted, the scores from the "written evaluation" shall be the final ranking of the best qualified Vendor.

# B. PROPOSAL SUBMISSION AND FORMAT (NON-COST AND COST FACTORS):

Vendor shall submit the requested number of proposal response copies and contents shall be presented in a quality manner that is clear and concise. **Proposal responses that do not contain each of the categories and items as listed below may be deemed to be non-responsive.** 

Contents shall be placed in separate sections, properly organized in order by category as listed with each individual section tabbed and labeled as indicated.

Proposals shall be limited to 75 double-sided pages of content (excluding tabs, cover, title pages and appendices). Minimum 10pt Arial or Calibri font style and size, 8 ½ x 11 paper, single or double spaced.

The information being requested in each of the respective categories listed below shall be used as the primary basis in the determination of the Proposer's ranking in the "Written Evaluation".

- 1. Include the following documents within the Proposal Response (No TAB Place these documents between the Front Cover and TAB 1 of the Proposal).
  - a. Letter of Interest;
  - b. A summary of the following information about your company:
    - i. Company name, address and telephone number;
    - ii. Years established and former names of your company;
    - iii. Types of services your company is particularly qualified to perform;
    - iv. Average number of staff employed.
    - v. Any current or pending lawsuits related to providing medical, dental, psychiatric or pharmaceutical services at other facilities around the country.
  - c. Any and all deviations from the RFP shall be declared on company letterhead with reference to the affected document(s) and section(s). Deviations shall also include the requested Vendor resolution for the terms affected. The County expects the Vendor deviations to be minimal and reserve the right to reject the deviations or the entire proposal if Vendor is not willing to negotiate or revise such deviations.

 EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS – (TAB 1 OF PROPOSAL RESPONSE) – This section shall consist of the following information about each sub-category listed.

# a. Summary of Vendor's Experience:

The Vendor shall provide a summary matrix listing their previous correctional facility medical service projects similar to this RFP in size, scope, and complexity. The Owners will use at least two (2) and no more than three (3) narrative project descriptions submitted by the Vendor during its evaluation of the proposal.

The Vendor shall address each of the following:

- i. Provide detailed narrative descriptions to highlight the similarities between the Vendor's past performance/experience and this RFP. These descriptions should include:
  - a) The time period of the contract services (start and end dates);
  - b) The total cost per year;
  - c) The Vendor's responsibilities;
  - d) Entity name (including the name of a contact person, a current telephone number, and e-mail address); and
  - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a vendor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
  - Current contracts for medical services at correctional facilities around the country and estimated costs of each.
  - g) Any other specialized qualifications which your company might possess which would be of benefit to the County, related to the core requirements as listed.
- ii. Contractor and Subcontractor(s) experience should be listed separately.
   Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

#### b. Summary of Vendor's Proposed Staff Management Approach and Subcontractors

- i. The Vendor shall present a detailed description of its proposed approach to the management of staff for the project.
- ii. The Vendor shall provide information to substantiate that they have sufficient professional staff to meet specifications. Vendor shall identify the specific professionals who will work on the Owner's program if their company is awarded the contract resulting from this RFP. The names and titles of the staff proposed for assignment to the Owner's project should be identified in full, with a description of the staff leadership, interface and support functions and reporting relationships. The primary work assigned to each person should also be identified.

- iii. The Proposer shall provide resumes for all key personnel proposed to work on the program. The Owners will consider the resumes as a key indicator of the Proposer's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.
- iv. Resumes should not be longer than one (1) double-sided page. Resumes should include, at a minimum, individual's name, experience and length of service with the company, academic background and degrees, professional certifications, understanding of the program, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Provide the qualifications of these individuals, including a summary of their experience with related work and their available capacity to perform this work.
  - Any changes in proposed personnel shall only be implemented after written approval from the Owners.
- v. Respective resumes for all key personnel to be used may be placed in the Appendix TAB 4 of the Proposal Response. Resumes are not part of the total page count as listed in Section B.

#### **Subcontractors:**

If the Proposer intends to subcontract any part of its performance hereunder, the Proposer shall provide:

- i. name, address and email address of the Subcontractor(s);
- ii. list of specific tasks that will be performed by each Subcontractor(s)
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

## 3. TECHNICAL PROPOSAL – (TAB 2 OF PROPOSAL RESPONSE)

The technical proposal section submission shall include each of the items listed below – See information regarding these categories in Section III. – PROJECT INFORMATION.

- a. Understanding of the project environment and requirements:
- b. Narrative describing proposed development approach;
- c. Technical considerations and any potential challenges;
- d. Detailed project work plan, management and implementation to demonstrate assurance and competency in successful completion; and
- e. Ability to meet requirement for deliverables and due dates; and
- f. Vendor shall provide a detailed outline of billing procedures including the receipt of outside sources such as private insurance, Medicaid, etc.

### 4. PROJECT SCHEDULE – (TAB 3 OF PROPOSAL RESPONSE)

- a. Proposer must include a detailed schedule of work, activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services.
- b. Submit information that describes performance record for timeliness.
- Outline the current projects which are being conducted from the location of the Proposer's office responding.
- d. Vendor must provide a detailed transition plan which will fully outline the process for a seamless transition from the current Vendor to the new Vendor from NTP through contract commencement on April 1, 2018.

### 5. APPENDIX – (TAB 4 OF PROPOSAL RESPONSE)

- a. Resumes to be submitted for qualifications of proposed key staff.
- b. Example of Medical Policies and Procedures for similar medical services at location similar in size to that of Lancaster County.

- c. Provide a copy of your nursing new hire orientation checklist, and monthly or quarterly CME training schedule for all licensed full time staff.
- d. Submit a sample invoice.

# **6. "ATTACHMENT 1 - COST PROPOSAL"** (COST FACTOR) – PLACE IN A SEPARATE SEALED ENVELOPE WITHIN THE RFP PACKAGE.

\*Important – Proposers MUST complete the "Attachment 1 – Cost Proposal" form found in the Attachment section of the E-bid system, following the instructions as indicated within the form, in the correct format, and in its entirety. Proposers may attach additional documentation as required on company letterhead and place ALL Cost Proposal components in a separate sealed envelope within the hard copy, RFP package. The cost proposal shall not be marked as Proprietary.

#### 1. PRICING SUMMARY

The Cost Proposal shall present a total fixed price to perform all the requirements of the RFP for the initial term of the contract. The Vendor must include details in the Owners' Cost Proposal template supporting all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and unit costs. When an arithmetic error has been made in the extended total, the unit price will govern.

The Owners reserve the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

## 2. PRICES

Prices quoted for products shall be net, including transportation and delivery charges fully prepaid by the vendor, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs.

*Note:* The "Cost Proposal" is only one (1) factor in the selection criteria and evaluation process (including Oral Interviews).

#### V. CONTRACT RESPONSIBILITIES

#### A. INSURANCE REQUIREMENTS:

Prior to the execution of the contract resulting from this RFP, the successful Vendor will be required to provide proof of insurance and endorsements that are compliant with the "INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUUILDING COMMISSION CONTRACTS" as in the Attachment section of the E-bid system.

Deviations to the insurance requirements must be clearly outlined in the deviation section of the submittals. Failure to provide insurance deviations in the proper location and with the proposed vendor coverage may be grounds for declaring the vendor non-responsible.

Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time in order to expedite the contract execution process.

#### B. PERFORMANCE BOND

A performance bond in an amount equal to three (3) months of services will be required with the contract documents from the awarded Vendor at time of contract execution. Such bond will be claimed by the Owners in the event the Vendor defaults on the contract obligations and the Owners must locate similar services with a different vendor/source to restore the same or similar services. "FORM B – PERFORMANCE BOND"

#### C. BID BOND

A bid bond or certified check in the sum of five percent (5%) of the total amount of the RFP Cost Proposal amount is made payable as a guarantee of good faith prior to the RFP opening. Refer to the Ebid Attribute for details related to submission of bid bonds.

### D. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The 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, national origin, ancestry, disability, age or marital status. 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 compensation; and selection for training, including apprenticeship.

## E. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.E-VERIFY.

#### G. COOPERATION WITH CONTRACTORS

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

# H. PERMITS, REGULATIONS, LAWS

The Vendor must comply with all current Local, State and Federal requirements necessary to perform all duties and requirements of the resulting contract. The Vendor shall be responsible for obtaining and paying for all royalties, licenses, permits and approvals necessary for the execution of the contract. The Vendor guarantees that it has the full legal right to the materials, supplies, equipment, software and other items used in performing all aspects associated with the contract.

#### I. MATERIALS AND WORKMANSHIP

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the resulting Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary any defective work, material etc. if in the opinion of the department and/or Purchasing said issue is due to imperfection in material, design, workmanship or Contractor fault.

#### J. INDUSTRY STANDARDS

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

#### K. DATA PRIVACY

Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

The Proposer agrees to hold the Owners harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of heath information.

If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

# L. SITE RULES AND REGULATIONS (IF APPLICABLE)

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on Owner's premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the Owners, it must make arrangements with the Owners to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the Owners on the basis of lack of access, unless the City fails to provide access as agreed to in writing between the Owners and the Contractor.

#### VI. TERMS AND CONDITIONS

#### A. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the resulting contract agreement shall control.

#### B. CONTRACT DOCUMENTS

The Contract Documents comprise the Contract, and consist of all documents contained in the Ebid and documents submitted by the Vendor during the RFP process.

#### C. TERMINATION

This Contract may be terminated by the following:

- 1. Termination for Convenience. Either party may terminate this Contract upon ninety (90) days written notice to the other party for any reason without penalty.
- Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
  - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
  - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
  - c. Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

# D. SUBJECT TO FUNDING / FUNDINGOUT CLAUSE FOR LOSS OF APPROPRIATATIONS

In the event that funding is not available to continue with services as written, the Owner(s) reserve the right to cancel the contract for convenience with no financial obligation to the Vendor, Subcontractors or other stakeholders besides the amount due for services rendered prior to notice of cancellation.

The Owner(s) may terminate the resulting contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the resulting Contract, the Owner(s) shall immediately notify the Vendor and the resulting contract shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay Vendor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the resulting Contract.

# E. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the RFP documents, shall be included.

# F. CONTRACT MODIFICATION

The resulting contract shall be modified only by the written agreement and approval of the parties through a contract amendment. No alteration variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties through a contract amendment. Every amendment shall specify the date on which its provisions shall be effective.

#### G. ASSIGNMENT

The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Owners.

#### H. LIQUIDATED DAMAGES

No liquidated damages are associated with this project.

#### I. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

#### J. SEVERABILITY

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

#### K. LIVING WAGE

This section does not apply to this project.

#### L. INDEPENDENT CONTRACTOR

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

#### M. STAFF QUALFICIATIONS

The Vendor shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the Vendor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Vendor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Vendor to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

#### N. OWNERSHIP

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under the contract resulting from this RFP shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using department.

# O. CITY AUDIT ADVISORY BOARD

All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law. This provision is only applicable to City of Lincoln Projects.

#### VII. PAYMENT AND INVOICING

#### A. PROHIBITION AGAINST ADVANCE PAYMENT

Owners will not pay for services or equipment in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

#### B. TERMS OF PAYMENT

Unless other specification provisions state otherwise, payment in full will be made by the Owner Departments within thirty (30) calendar days after all of the following criteria is met:

- The required labor has been performed and all equipment or other merchandise has been delivered:
- 2. Such labor and equipment and other materials have met all contract specifications; and
- 3. An invoice with the unit price and total amount is submitted to the department and approved.

Note: The County may pay for services and products provided within five - seven (5-7) business days of receipt of the monthly statement and invoice using a Government issued PCard if approved in advance by the Vendor.

# C. TAXES AND TAX EXEMPT CERTIFICATE

The Owner is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

The exception to this statement is the Water Division of the City of Lincoln. All service and supplies are taxable per Reg. 066.14A and no exemption certificate will be issued.

#### D. INVOICES

Vendor invoices for payment of services and products must be sent to the appropriate department according to contract terms with all applicable information included to ensure proper billing and final payment. Invoices shall include the following:

- 1. Vendor's information:
  - a. Company Name;
  - b. Address; and
  - c. Phone number for billing inquiries.
- 2. Owner's information:
  - a. Name of requesting department;
  - b. Contact name:
  - c. Address
  - d. Phone number
  - e. Specific list of all allowable charges outlined in the Medical Services Youth Services Center Cost Proposal.

Failure to provide invoices in this manner may result in late payment to the Vendor with no repercussion to the Owners.

#### E. INSPECTION AND APPROVAL

This section does not apply to this project.

### F. PAYMENT SCHEDULE

This section does not apply to this project.

# ADDENDUM #1 Issue Date: 2/21/2018 Bid # 18-026

### **FOR**

## MEDICAL SERVICES – LANCASTER COUNTY YOUTH SERVICE CENTER

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarifications, or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section of the Ebid.

Be advised of the following changes to the specifications and bidding documents:

- 1. Please clarify the start date of April 1 or May 1? Pages 6 and 8 of the RFP conflict on the contract period.
  - The contract period will begin on April 1 as a transition period but services will not officially begin until May 1, 2018.
- How long do background checks typically take to complete?
   1-3 weeks
- Does the County currently have a dentist, or are you wanting ACH to provide the dentist? If the County has one already, will ACH have access to speak with the dentist?
   No, we do not currently have a dentist.
- 4. Page 17 of the RFP references a first responder kit. What supplies are in the first responder kit? See Exhibit A which was attached to the Bid Attachment section for Addendum 1.
- 5. Page 17 of the RFP references stock medications. Is the Vendor responsible for the cost of stock medications and first responder kit supplies from the County's pharmaceutical vendor? If yes, is the Vendor allowed to order these items from sources other than the County's pharmaceutical vendor?

Yes and Yes

- 6. Who is the pharmaceutical vendor? Does ACH have the option of using an alternate pharmacy? Pharmerica. Yes the County is open to alternate plans for pharmacy services as long as those services involve direct billing to other funding sources. If an alternate plan is being proposed, Vendor must include the this information in the written proposal.
- 7. Does the County have a backup pharmacy, and if so, who is it? Pharmerica has a back up within its contract.
- 8. Page 18 references in-court testimony by the medical staff. Are any hours spent by medical staff meeting with or testifying for the County Attorneys in preparation for litigation expected to be back-filled at the facility?

They could be, at this time this have never occurred

- Who is the current laboratory provider?The County does not have a select laboratory provider
- Page 19, section D says "NTP." Does that stand for Notice to Proceed?
   Notice To Proceed

- 11. Page 20, section B, number 1 lists documents to be included in the proposal. Do those documents in number 1 count toward the 75 page count?
  YES
- 12. Page 24, section B asks for a performance bond. Is the County willing to accept a letter of credit in place of a performance bond? No
- 13. What machinery and equipment will be available for use by the Contractor, referenced on page 25, section I?
  - Office space with 2 computers and 1 copier, exam room with exam table.
- 14. For insurance coverage, will the County accept professional liability insurance done on a claimsmade basis?
  - Any request for a deviation from the RFP documents shall be requested with the written proposal as a deviation.
- 15. Is the contractor responsible for medical waste disposal? If not, will section 1.6 Pollution Liability be removed from insurance coverage? Yes
- 16. Does the sample contract included with the RFP need to be completed, or can ACH provide our own sample contract?
  - The sample contract is the basis for the terms required by the County. Vendors shall attach additional terms and conditions to the RFP in the deviations section of the written response if applicable, but it does not mean the County will approve of them.
- 17. When there is reference to a physician throughout the RFP, does that include a mid-level practitioner?
  - As long as care can be provided and approved in accordance with all medical standards of care, for example a Nurse practitioner. The County is open to alternative solutions to meet the medical needs of youth
- 18. The RFP has been extended to Monday February 26, 2018,

### **END OF ADDENDUM**

Company Name: Correct Care Solutions, LLC

RFP 18-026

ATTACHMENT 1

# MEDICAL SERVICES – YOUTH SERVICE CENTER COST PROPOSAL

Vendors <u>must</u> complete this form and attach additional documentation as required on company letterhead and place in a sealed envelope separate from the written or Ebid proposal as instructed in the Specifications. *Fallure to provide the annual cost and total cost over the 4 year term may result in the rejection of the RFP*.

The Vendor shall submit their annual cost for the following services consistent with existing company format and

operating estimations. Vendor shall provide detailed prices for the following cost centers.

1. Salary/Wage/Benefit costs per the saffing matrix submitted in the RFP response (total wages and hours of coverage by position, fringe benefits, time off, and backfill for all required positions) 15,930 2. Other Professional or Administrative Fees 3. 3,000 Formulary Pharmaceutical Costs Non-Formulary Pharmaceutical Costs <u>N/A</u> Over the Counter Pharmaceutical Costs N/A Laboratory (no STD or other labs are performed at intake) 0 4. 5. Medical Supplies 2,500 6. Insurances (malpractice, malpractice tail, workers comp) 11,735 7. Travel - for required site-visits and site supervision. 5,000 8. Travel - associated with contract start-up and initial 0 training and oversight. 0 9. Start-up costs for the contract. 80,500 10. The Management Fee and all services included in the fee 11. Per hour for on-site Physician Services 150 75 Per Telephone Conversation with Physician 12. Per hour for Telehealth (Physician) Services via Video 13. 150 Conferencing N/A 13. Per hour for on-site lab services by Lab Technician 14. Per hour for Dentist or Dental Staff Visit 0 234 Per hour for Psychiatrist Services via Video Conferencing 15. 16. Per hour costs for any other on-site program provider not already N/A listed in this cost proposal 17. Per hour costs for staff to meet with or testify for the County Attorney's Office in preparation for litigation 125 2,750 18. Policy and Procedure Development 19. Minor Equipment (over \$500 per single item or unit) 0 N/A 20. Per Clinical Lab Procedure by type

	21.	Off-site Medical Services		\$	N/A
	22.	Off-site Dental Services		\$	N/A
	23.	On-site X ray Services		\$	N/A
	24.	Off-site X ray Services		\$	N/A
	25.	Other expenses (Must explain on attached sheet)		\$	1,469
ANNUAL MEDICAL SERVICES COST – YEAR 1 (Includes Travel Start-Up or Start-Up Costs)				252,305	
ANNUAL MEDICAL SERVICES COST – YEAR 1 (Does Not Include Travel Start-Up or Start-Up Costs)			\$	252.305	

Vendor shall explain any and all costs they intend to pass through to the County as part of the Cost Proposal.

1,047,700

Travel shall be budgeted as two line items. Travel-Start-up Costs and Travel for Required Site Visits

Travel-Start-up Costs: All travel associated with contract start-up (airfare, mileage, accommodations, meals, per diem, etc.) shall be disclosed and listed as a line item in Travel-Start-up Costs.

Budget any and all travel associated with the start-up to include all site visits, initial recruitment, training, orientation, client briefing on preparations, go-live, etc.

Vendor will pass through all travel costs associated with the site start-up, not to exceed the amount the Vendor has budgeted.

If Salaries/Wages of the corporate start-up team are to be charged to the County and are not part of the management fee, they will be appropriately included on the budget and appropriate budget worksheets.

The County will not reimburse for start-up costs exceeding proposal estimates.

TOTAL FOR TERM OF CONTRACT (4 YEARS):

(Does Not Include Travel Start-Up or Start-Up Costs)



March 26, 2018

Robert Walla Lancaster County Purchasing 440 S. 8<sup>th</sup> Street, Suite 200 Lincoln, NE 68508

Dear Mr. Walla and members of the selection committee:

Correct Care Solutions (CCS) appreciates the opportunity to submit this ATTACHMENT 1 – COST PROPOSAL in support of our response to RFP No. 18-026 – Youth Service Center- Medical Services.

Our proposal supports a staffing option that includes 40 day hours of HSA coverage Monday through Friday, and on-call 24/7; two hours of Mid-Level Provider (NP/PA/ARNP) weekly; and 16 hours of License Practical Nurse evening coverage Monday through Friday; and eight hours of coverage on Saturday and Sunday. This will allow CCS nursing staff to conduct the routine medication pass. It also provides for two hours monthly of tele-psychiatrist coverage. Our experience at Lancaster YSC suggests that this model will help you achieve your goals for providing healthcare services that meet the community standards while being good stewards of tax dollars.

We are excited to continue our partnership with Lancaster County and determined to meet your needs and expectations. Together we can provide our patients with the hope of a healthy and successful life outside the justice community.

Sincerely,

Patrick Cummiskey, President

(615) 324-5777 (Office)

(615) 324-5798 (Fax)

Patrick@correctcaresolutions.com

# **Lancaster County**

Lincoln, Nebraska

Medical Services - Youth Service Center (RFP 18-026)

**Technical Proposal** 

March 26, 2018 12:00 p.m.





# **Respectfully Submitted To:**

City/County Purchasing Robert Walla, Purchasing Agent 440 S. 8<sup>th</sup> Street, Suite 200 Lincoln, NE 68508

# Submitted by:

Correct Care Solutions, LLC 1283 Murfreesboro Road, Suite 500 Nashville, TN 37217 800-592-2974 X5777 Tax ID# 32-0092573

# **Points of Contact:**

Patrick Cummiskey, President (615) 324-5777 (Office) (615) 324-5798 (Fax) Patrick@correctcaresolutions.com

This submission includes the following required copies: Technical Proposal – One electronic copy Cost Proposal – Provided separately in Attachment 1





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**Tabbed Attachments** 

# MEDICAL SERVICES – YOUTH SERVICE CENTER RFP 18-026



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The following attachments are provided in a separate file as specified in the RFP:	

Litigation History CONFIDENTIAL AND PROPRIETARY	1
Summary Matrix of Similar Clients CONFIDENTIAL AND PROPRIETARY	2
Training Module for Alcohol and Benzodiazepine Withdrawal CONFIDENTIAL AND PROPRIETARY	3
Policies and Procedures CONFIDENTIAL AND PROPRIETARY	4
Orientation Checklist CONFIDENTIAL AND PROPRIETARY	5
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# **Letter of Interest**

March 26, 2018

Robert Walla Lancaster County Purchasing 440 S. 8<sup>th</sup> Street, Suite 200 Lincoln, NE 68508

Dear Mr. Walla and members of the selection committee:

Correct Care Solutions (CCS) appreciates the opportunity to submit this proposal in response to RFP No. 18-026 – Youth Service Center- Medical Services. We are proud of the relationship that we have been able to build with the Lancaster County Youth Service Center (YSC), led by Nebraska-based Regional Manager, Kim Gerdes. In the last few years of our partnership, CCS has increased the level of care while being fiscally responsible. We hired a medication aide to better meet patients' needs, and implemented a Telepsychiatry program to ensure access to a psychiatric provider.

In this proposal, you will find our plan to increase the level of staffing to ensure medical staff is on-site seven days a week to conduct medication pass. CCS understands that we must walk the delicate balance of providing medical care that is consistent with the community standards of Lancaster County while being good stewards of the taxpayers' money. Our proposed program enhancements will do just that. We have unique insight into Lancaster County's vision regarding the health of your youth population, and we have the experience, the resources, and the commitment to provide a comprehensive solution. Consistency and a team approach to these services are key.

CCS is an experienced provider of seamless, corrections-based, youth-focused programs for more than 5,000 juveniles across the country. We base all of our programs on accepted standards for juvenile care. While other providers may bid on these services, CCS has developed our comprehensive healthcare program with youth offenders in mind, based on our experience with this population throughout the country. CCS is committed to this unique and vulnerable segment of our patient population and to the development of programming specifically focused on youth in correctional environments.

We are excited to continue our partnership with Lancaster County. We offer open communication, unmatched experience with the juvenile correctional population, and a determination to meet the needs and expectations of the YSC. Together we can provide our patients with the hope of a healthy and successful life outside the justice community.

Sincerely,

Patrick Cummi<del>skey, P</del>resident

(615) 324-5777 (Office)

(615) 324-5798 (Fax)
Patrick@correctcaresolutions.com





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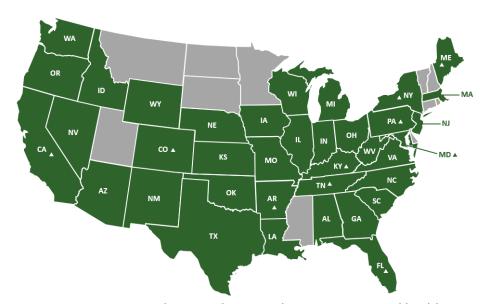


# Summary

Correct Care Solutions (CCS) was founded in August 2003 to meet a growing industry need for a correctional health care provider with an innovative approach. Today, CCS is a privately owned Limited Liability Company (LLC) in our 14th year of operation. Our headquarters are located at:

Correct Care Solutions, LLC 1283 Murfreesboro Road, Suite 500 Nashville, TN 37217 Phone: 800-592-2974, Ext. 5777

We have been serving the Lancaster County Youth Service Center (YSC) since 2010. During that time, we have demonstrated the necessary capabilities and resources that make us a qualified and willing partner into the future. Today, more than 11,000 CCS employees care for more than 270,000 patients in 37 states. To expand our public health footprint, CCS acquired GEO Care, now Correct Care Recovery Solutions (CCRS), which greatly enhanced our mental health offerings. Although we have grown, our dedicated professionals continue to learn from their many daily patient encounters across the country, allowing our company to stay on the cutting edge of quality health care and programs. The knowledge we gain from the patients we treat throughout our client base leads to improved care for our patients at each individual site.



#### **CCS** at a Glance

- Established in August 2003
- Privately owned—We answer to our clients, not shareholders
- More than 12,000 CCS employees provide health care services for nearly 280,000 patients in 37 states
- More than 60,000,000 patient encounters each year
- Clients include state and federal prison systems, county/regional jails, detention centers, and juvenile facilities
- Annual sales = \$1 billion
- Financially strong and stable
- Impeccable litigation record
- 100% success in our accreditation efforts

#### Home Office

1283 Murfreesboro Rd., Ste. 500 Nashville, TN 37217

# **Maryland Office**

Hanover, Maryland

#### Florida Office

Deerfield Beach, Florida

# **Mountain States Office**

Centennial, Colorado

#### California Office

Alameda, California

#### Pennsylvania Regional Office

Lemoyne, Pennsylvania

# Maine Regional Office

Augusta, Maine

# **Arkansas Regional Office**

Pine Bluff, Arkansas

# **Kentucky Regional Office**

Louisville, Kentucky

Our company is organized to provide comprehensive correctional health care services to facilities similar to the YSC. Our programs include the design and successful operation of comprehensive medical, dental, and mental health services for juvenile populations. We are committed to providing the same dedicated level of service that you have come to expect from CCS.





# 1.1 Our Mission

Our mission is to be the premier public health solutions provider for governmental agencies and the premier provider of effective and efficient health care to specialized populations.

# 1.2 Our Vision

Our philosophy is simple: we listen to our clients; we assess the situation; and we offer targeted, implementable solutions. We focus on creating and maintaining successful partnerships with our clients, and we create value in our partnerships through long-term cost savings and improved patient care. CCS is committed to being a true solutions provider in the health care industry and in the communities we serve. We concentrate on establishing partnerships with county, state, or federal agencies that are experiencing challenges meeting their health care delivery needs in a fiscally responsible way. With a constant focus on patient care, we will continue to offer innovative solutions to the YSC and execute our operational plans in coordination with your program objectives, as well as national, state, county, and local standards.

# 1.3 The Five Hs

CCS will continue to recruit and retain only the best personnel in the industry. We strive to hire individuals who possess the qualities that we value most in ourselves, our employees, and in others. These attributes are known among the CCS family as The Five Hs:

- 1. **Hunger**: We have the fire to learn, teach, and grow. We encourage each other and ourselves. Teamwork helps everyone reach their goals, from the smallest unit to the company as a whole.
- 2. **Honesty**: We uphold the highest level of integrity in all our dealings with each other, with our clients, and with our patients. We treat everyone with respect and dignity.
- 3. **Hard Work**: We are willing to out-work and out-think the competition so that we remain constant in placing our customers first. We strive for quality in everything we do.
- 4. **Humility**: No matter how much success we achieve, it is important to remain humble and remember not to lose our roots, vision, values, and identity. We maintain our loyalty to our community by being good citizens in the areas where we live and work.
- 5. **Humor**: Given the amount of time we put towards our work, it is important to have a sense of humor. This allows us to remain passionate and enjoy our work.





# 1.4 Services Provided

CCS provides a wide range of health care services, ancillary services, and products for our clients, including:

- Medical, dental, optical care
- Mental health care
- On-site care
- Intake screenings
- Triage and sick call
- Suicide prevention/intervention
- Substance abuse/detox programs
- Health assessments
- Radiology and laboratory services
- Medically necessary diet programs
- Special needs and chronic care
- Continuity of care and discharge planning
- Telemedicine services
- Collaboration with community agencies
- Network development
- Hiring/staffing/recruitment/retention

- Juvenile health education and awareness
- Facility/custody/law enforcement staff training programs
- Off-site coordination/arrangements
- Utilization management
- Pharmaceutical supply and medication management
- Third-party reimbursement
- Co-pay programs
- Cost recovery programs
- Catastrophic re-insurance coverage
- Quality Improvement
- Electronic Record Management Application (ERMA)
- Accreditation (NCCHC/ACA/CALEA)

# 1.5 Core Competencies and Strengths

CCS is committed to maintaining a mutually beneficial partnership with the YSC based on continued communication to create cost savings while helping you meet your program objectives.

# 1.5.1 Cost Containment

In all programs we design and operate, our objective is to uncover all possible areas of savings without sacrificing quality. As your partner, CCS negotiates contracts for goods and services to benefit the YSC medical program. We work to create efficiencies in staffing, pharmacy, and off-site costs for the YSC. Our vendor contracts commonly offer an economy of scale to generate savings that we are able to pass on to our clients. Because we care for nearly 280,000 patients nationwide, we have significant buying power and we negotiate to secure the best possible rates with all on-site and off-site providers.

# 1.5.2 Employee Advocates

Our employees are our most valued assets, and we are committed to equipping CCS team members with the necessary tools for success. CCS provides our site leaders with management training that allows them to foster the proper culture for working in a challenging environment. It is our belief that in order to be the company that clients want to work with, we must be the company that employees want to work for.





# 1.5.3 Community Connection

A successful health care program has a positive community impact and CCS is dedicated to establishing relationships within the communities we serve. We collaborate with local organizations in Lincoln to maximize continuity of care for each patient; we work with local agencies to develop training programs for nursing students and new correctional staff; and we seek out local charities that allow us to give back to the community. CCS will always extend continuity of care by helping connect patients with community resources and having an impact on recidivism.

We currently have a relationship with Walgreen's for back-up pharmaceutical needs, Bryan East and West Hospitals for off-site care, and Lincoln Fire and Rescue for ambulance services.

# 1.5.4 Hands-On Approach

The CCS Executive Team is closely involved with the operation of services in Lancaster County. Continuous communication between the YSC and CCS supports professionalism through mutual understanding of decisions and protocols. The members of our proposed Regional Management Team continue to be hands-on partners with the YSC on-site medical team and facility staff.

# 1.6 Litigation History

CCS maintains a strong and successful litigation history. We feel this is directly reflective of not only the high standard of care we provide, but also the emphasis CCS places upon quality and effective risk management. Using a collaborative and cross-functional team approach, CCS proactively identifies areas of risk before they develop into serious problems, and then works to eliminate and mitigate those risks. This, coupled with a stringent quality assurance and patient safety program, enables CCS and its partner clients to avoid negative outcomes and costly litigation. We view this as a major differentiator between CCS and other companies that sets us apart in our industry.

No pending or expected litigation or other conditions would affect the stability of our company in any way. CCS has no judicial or administrative proceedings that are material to our business or financial capability, or our ability to perform the work requested in the RFP. We have provided the requested litigation history in **Proprietary Attachment 1**. This information is **CONFIDENTIAL AND PROPRIETARY.** 

# 1.6.1 Litigation Details

CCS has in place valid procedures for defending litigation brought by residents related to the provision of health care. Our procedures sufficiently address pro se as well as represented cases.

CCS has had approximately 1,300 professional liability lawsuits filed against our company over the past 13+ years. Of these, more than 750 were dismissed without payment to the plaintiff. Another 95 have been settled, for an average of fewer than eight settled cases per year, with an average of approximately \$20,000 paid on closed cases. CCS has not had an adverse verdict entered against it in any professional liability lawsuit that has gone to trial. The final disposition of each settled lawsuit is subject to legally binding bilateral confidentiality agreements and cannot be disclosed.





Approximately 70% of the professional liability lawsuits filed against CCS are pro se, where the plaintiff is not represented by legal counsel. Most of these suits are filed by inmates in our prison population, who tend to be individuals who are incarcerated for longer periods than those who are incarcerated in jails and detention centers. Nearly all of these cases are dismissed with no finding of liability against CCS.

Litigation in the governmental health care industry is common, as it is in non-governmental health care businesses. As one of the nation's largest providers of correctional health care, a certain amount of litigation is to be expected. Nevertheless, we believe our litigation history reflects relatively modest losses for a business of our size and scope, and is indicative of the high quality services we provide. We encourage you to discuss our litigation experience with our references.





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# 1 Experience, Proposed Staff Management Approach and Subcontractors

# 1.1 Summary of Vendor's Experience

In addition to being the current provider of medical, dental, and psychiatric services to the Youth Service Center (YSC), we also provide similar health care services to the following county jails throughout the United States. Our summary matrix in Figure 1 includes current juvenile facility projects with average daily populations (ADPs) ranging from 20 to 50 residents to give you added perspective on the range of our experience. A copy of *all* current juvenile-related projects is available in **Proprietary Attachment 2**. This information is considered a TRADE SECRET - NEB.REV.ST. § 84-712.05(3).



# MEDICAL SERVICES – YOUTH SERVICE CENTER RFP 18-026



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Client	Site/Facility	Contact	Juv. ADP	Accred.	Term	Services	
Bell County	Bell County Jail; Bell County Annex Jail; Bell County Juvenile Detention Center 2405 S Loop 121 Benton, TX 76513	Lt. Byron Shelton, Jail Admin. 254-933-6701 Byron.Shelton@co.bell.tx.us	85	N/A	1/1/09 to present	Medical, dental, mental health, psychiatry	
Berrien County	Berrien County Juvenile Center 6414 Deans Hill Rd. Berrien Center, MI 49102	Elvin Gonzalez, Family Division Admin. 269-982-8615 egonzale@berriencounty.org	40	N/A	1/1/13 to present	Medical	
Champaign County	Champaign County Juvenile Detention Center 400 S Art Bartell Rd. Urbana, IL 61802	Joe Gordon, Dir. 217-384-3751 jgordon@co.champaign.il.us	40	N/A	5/1/04 to present	Medical, mental health	
Clark County Sheriff's Office	Clark County Jail; Clark County Juvenile Facility; Clark County Work Release Center 707 W 13th St. Vancouver, WA 98666	Michael Anderson, Cdr. 360-397-2185 mike.anderson@clark.wa.gov	42	N/A	2/1/10 to present	Medical, dental, mental health, psychiatry	
Corrections Commission of Northwest Ohio	Corrections Center of Northwest Ohio; Northwest Ohio Juvenile Detention, Training & Rehabilitation Center 03151 CR 2425 Stryker, OH 43557	Jim Dennis, Exec. Dir. 419-428-3800 x300 jim.dennis@noris.org	25	ACA	2010 to present	Medical, mental health, psychiatry	
Cowlitz County	Cowlitz County Corrections Dept. (Main Jail & 3 <sup>rd</sup> Floor Jail); Cowlitz County Juvenile Detention Center 1935 1 <sup>st</sup> Ave. Longview, WA 98632	Marin Fox-Hight, Dir. 360-577-3094 x2217 FoxHightM@co.cowlitz.wa.us	32	N/A	1/1/13 to present	Medical, mental health, psychiatry	
Douglas County Sheriff's Office	Douglas County Jail; Douglas County Juvenile Detention Facility 1036 SE Douglas Ave. Roseburg, OR 97470	Lt. Mikel Root, Jail Admin. 541-440-4504 mlroot@co.douglas.or.us	30	N/A	5/1/08 to present	Medical, dental, psychiatry	
Franklin County	Franklin County Juvenile Detention Center 409 E Washington St. Benton, IL 62812	Shawn Freeman, Jail Superintendent 618-438-2222 sfreeman@il2ndcircuit.org	20	N/A	2/15/04 to present	Medical	





Client	Site/Facility	Contact	Juv. ADP	Accred.	Term	Services
Guilford County Sheriff's Dept.	Greensboro Detention Center; High Point Detention Center; Juvenile Detention Center 201 S Edgeworth St. Greensboro, NC 27401	Doug Logan 336-641-3648	40	NCCHC	7/1/14 to present	Medical, dental, mental health, psychiatry
Illinois Dept. of Juvenile Justice	Illinois Youth Center Pere Marquette 17808 State Hwy. 100 W Grafton, IL 62039	Heidi Mueller, Dep. Dir. for Juvenile Justice 312-814-3057 Heidi.E.Mueller@doc.illinois.gov	37	N/A	3/29/13 to present	Medical, dental, mental health, psychiatry
Jackson County Sheriff's Office	Jackson County Jail; Jackson County Community Transitions Center; Jackson County Juvenile Services Center 787 W 8th St. Medford, OR 97501	Lt. Dan Penland, Cdr. 541-774-6859 bronsocm@jacksoncounty.org	32	N/A	5/15/07 to present	Medical, mental health, psychiatry
Johnson County Dept. of Corrections	Johnson County Adult Residential Center; Johnson County Juvenile Detention Center 206 W Loula St. Olathe, KS 66607	Betsy Gillespie 913-715-4525 betsy.gillespie@jocogov.org	50	N/A	1/1/08 to present	Medical
Josephine County	Josephine County Juvenile Detention Center & Juvenile Shelter 301 NW "F" St. Grants Pass, OR 97526	James Goodwin, Dir. 541-474-5186 x4020 JGoodwin@co.josephine.or.us	20	N/A	1/16/18 to present	Medical
Laramie County	Laramie County Juvenile Services Center 13794 Prairie Center Circle Cheyenne, WY 82009	Capt. Mike Sorenson 307-633-4713 sorenson@laramiecounty.com	20	N/A	7/1/12 to present	Medical
Mohave County Sheriff's Office	Mohave County Adult Detention Facility; Mohave County Juvenile Detention Center 501 W Hwy. 66 Kingman, AZ 86401	Don Bischoff, Dir. 928-753-0759 x9 don.bischoff@mohavecounty.us	20	NCCHC	7/1/15 to present	Medical, dental, mental health, psychiatry
Monroe County	Monroe County Youth Center 3600 S Custer Rd. Monroe, MI 48161	Melissa Strong, Dir. 734-240-3237 melissa_strong@monroemi.org	30	N/A	1/17/12 to present	Medical





Client	Site/Facility	Contact	Juv. ADP	Accred.	Term	Services
Ottawa County	Ottawa County Adult Correctional Facility & Juvenile Detention Center 12130 Fillmore St. West Olive, MI 49460	Capt. Steve Baar, Jail Admin. 616-738-4090 sbaar@miottawa.org	27	ACA	3/1/05 to present	Medical
Peoria County Sheriff's Office & Juvenile Court	Peoria County Jail; Juvenile Detention Center 309 N Maxwell Rd. Peoria, IL 61604	Superintendent Brian Asbell 309-697-8515 basbell@peoriacounty.org	40	NCCHC	2/1/98 to present	Medical, mental health, psychiatry
Pima County Juvenile Court	Pima County Juvenile Detention Center 2225 E Ajo Way Tucson, AZ 85713	Jennifer Torchia, Dir. 520-740-5005 jennifer.torchia@pcjcc.pima.gov	40	NCCHC	2/1/10 to present	Medical, mental health, psychiatry
Saginaw County Family Court	Saginaw County Juvenile Detention Center 3360 Hospital Rd. Saginaw, MI 48602	Elvema Ponder, Dir. 989-799-2821 x4206 eponder@saginawcounty.com	56	N/A	12/1/02 to present	Medical
San Juan County	San Juan County Adult Detention Center; Juvenile Services Facility; Alternative Sentencing Facility 100 S. Oliver Drive Aztec, NM 87410	Mike Stark, Chief Operations Officer 505-334-4582 mstark@sjcounty.net	27	N/A	7/1/17 to present	Medical, mental health (ADC only)
Shelby County Sheriff's Office	Shelby County Jail; Shelby County East Women's Facility; Juvenile Court of Memphis & Shelby County 201 Poplar Ave. Memphis, TN 38103	Robert Moore, Chief 901-545-2673 robert.moore@shelby-sheriff.org	50	NCCHC, ACA, CALEA (Triple Crown)	7/1/06 to present	Medical, dental, mental health, psychiatry
Shoshone-Bannock Tribes	Shoshone-Bannock Tribal Justice Center E Agency Rd., Bldg. 46 Fort Hall, ID 83203	Beverly Wadsworth, Sr. Contracting Compliance Officer 208-478-3816 bwadsworth@sbtribes.com	20	N/A	9/4/12 to present	Medical
Smith County	Smith County Jail; Smith County Low/Medium-Risk Facility; Smith County Juvenile Attention Center 200 E Elm Tyler, TX 75710	Maj. Deal Folmar 903-590-4721 dfolmar@smith-county.com	20	N/A	10/1/15 to present	Medical, mental health, psychiatry





Client	Site/Facility	Contact	Juv. ADP	Accred.	Term	Services
Warren County	Warren County Jail; Warren County Juvenile Detention Center 550 Justice Dr. Lebanon, OH 45036	Maj. Barry K. Riley, Jail Admin. 513-695-1496 barry.riley@wcsooh.org	44	N/A	9/9/13 to present	Medical, psychiatry
Washtenaw County	Washtenaw County Juvenile Detention Center 4125 Washtenaw Ave. Ann Arbor, MI 48108	Lisa Greco, Dir. 734-973-4354 grecol@ewashtenaw.org	40	N/A	6/1/02 to present	Medical
Will County Sheriff's Office	Will County Adult Detention Facility; River Valley Juvenile Detention Center 95 S Chicago St. Joliet, IL 60436	Brad Josephson, Warden 815-740-5570 bjosephson@willcosheriff.org	40	NCCHC, ACA	11/1/06 to present	Medical/Dental
Wyandotte County Sheriff's Office	Wyandotte County Adult Detention Center; Wyandotte County Juvenile Detention Center 710 N 7th St. Kansas City, KS 66101	Linda Hendrix, Sheriff's Admin. Mgr. 913-573-2952 Ihendrix@wycosheriff.org	50	NCCHC	1/1/06 to present	Medical, dental, mental health, psychiatry
Yakima County Juvenile Court	Yakima County Juvenile Detention Center 1728 Jerome Ave. Yakima, WA 98902	Jennifer Knight, Detention Mgr. 509-574-2110 jennifer.knight@co.yakima.wa.us	20	N/A	10/1/07 to present	Medical
Yuma County Juvenile Court	Yuma County Juvenile Justice Center 2440 W 28 <sup>th</sup> St. Yuma, AZ 85364	Tim D. Hardy, Dir. 928-314-1813 thardy@courts.az.gov	44	N/A	7/1/09 to present	Medical, mental health, psychiatry

Figure 1. Summary Matrix of Juvenile Clients Similar in Size to the YSC





#### 1.2 References

The following clients best represent the scope of services anticipated by the YSC and can articulate our strengths and ability to meet and exceed the requirements and expectations of the RFP.

Bell County, Texas								
Address	2405 S Loop 121, Benton, TX	2405 S Loop 121, Benton, TX 76513						
Contact Name	Lt. Byron Shelton, Jail Adminis	Lt. Byron Shelton, Jail Administrator						
Phone	254-933-6701	254-933-6701 <b>Fax</b> Unavailable						
Email	Byron.Shelton@co.bell.tx.us							
<b>Period of Performance</b>	1/1/09 – Present							
Accreditation	N/A	N/A						
ADP	906 adults; 85 juveniles							

#### **Summary of Services Provided**

CCS is responsible for the comprehensive health care needs of adult and juvenile offenders housed in the Bell County Jail, Bell County Annex Jail, and Bell County Juvenile Detention Center in Benton, Texas. We provide 24-hour coverage inclusive of medical, dental, mental health, and psychiatry services. CCS is responsible for all utilization management functions and strives to continue to find ways to save our client dollars by bringing additional services on site.

### **Significant Achievements and Successes**

CCS has significantly improved the communication and working relationship between medical personnel, corrections staff, and the facility administration. Additionally, the Jail Administrator has been verbal regarding the improvements in quality of care for the juvenile population and the superiority of CCS over other medical contract companies, as evidenced in the following letter of recommendation.





OFFICE OF EDDY LANGE SHERIFF



PHONE (254) 933-5400 1-800-234-3277

#### COUNTY OF BELL

104 SOUTH MAIN STREET BELTON, TEXAS 76513

April 17, 2017

To Whom It May Concern:

As the Jail Administrator of the Bell County Jail, it is with all sincerity that I pen a letter of recommendation for Correct Care Solutions (CCS). CCS has provided medical and mental health services for Bell County adult and juvenile facilities since 2009. In that time, CCS as a whole has transitioned from a vendor to a true friend of the County. There has never been a doubt in my mind that the best interest of everyone, patient and County personnel alike, is at the heart of the care provided by the CCS staff. Looking back, I wish I had kept track of each time an inmate grievance was quickly unfounded, without further legal action, as a result of meticulous medical documentation. I can only speculate on the astronomical amount of time and money that the thorough medical chart documentation potentially saved us.

News media has attributed to many stereotypes about correctional medicine and the level of care afforded to those incarcerated. It is refreshing to witness those stereotypes dispelled at Bell County. Our on-site CCS team of doctors, nurses, and non-clinical staff perform at a level far superior to that of the local hospitals. Practicing medical and mental health services behind bars is certainly not for everyone. It demands a distinct balance of clinical expertise and security-mindedness that is unsurpassed by the CCS staff. From the Health Service Administrator to the certified medications aides, care is delivered with the utmost professionalism, dignity, and genuine concern for the patient. The entire team functions like a well-oiled machine in both emergency situations and day-to-day operations. Their ability to maintain composure in this dynamic environment is truly remarkable.

At the end of 2016, CCS extended their hand and loyalty once again in meeting our increasing mental health needs with the addition of a full time mental health professional. This action exceeded our expectations and solidified an additional 2 years of collaboration between Bell County and CCS. Several competitors stepped up with promises of more efficient care and potential cost savings. However, these were minute points in comparison to the continuous dedication of CCS to the health and well-being of Bell County inmates and security staff.

In closing, I wholeheartedly recommend Correct Care Solutions to any correctional facility desiring a lasting partnership with a company who embraces their own motto, "The right people...doing the right things...doing those things right."

Respectfully,

Captain Byron Shelton Bell County Jail Administrator





Clark County Sheriff's Office								
Address	707 W 13th St., Vancouver, W	707 W 13th St., Vancouver, WA 98666						
Contact Name	Ric Bishop, Chief Corrections I	Ric Bishop, Chief Corrections Deputy						
Phone	360-397-6043	360-397-6043 <b>Fax</b> 360-397-6141						
Email	ric.bishop@clark.wa.gov							
<b>Period of Performance</b>	2/1/10 – Present							
Accreditation	N/A							
ADP	730 adults; 42 juveniles	730 adults; 42 juveniles						
Transitioned from	Wexford							

#### **Summary of Services Provided**

CCS is responsible for the comprehensive health care needs of adult and juvenile offenders housed in the Clark County Jail, Clark County Juvenile Facility, and Clark County Work Release Center in Vancouver, Washington. We provide 24-hour coverage inclusive of medical, dental, mental health, and psychiatry services. CCS was re-awarded the contract for Clark County following a competitive RFP process in 2015. Through our training programs, strong on-site medical and mental health teams, and close working relationship with the correctional staff, CCS has been an integral participant of the operation of the Clark County medical program.







### Clark County Sheriff's Office

707 West 13th Street • PO Box 410 • Vancouver, WA 98666 • (360) 397-2366 • Fax (360) 397-2367

Chuck E. Atkins, Sheriff

April 18, 2016

Letter of Reference: Correct Care Solutions

The Clark County Sheriff's Office selected Correct Care Solutions (CCS) as our preferred provider in 2015 after undergoing a Request for Proposal. On February 1, 2016 we initiated a new three year contract for Jail and Juvenile Detention Medical Services. Prior to this, we had contracted with Con Med Inc., who had been purchased by CCS several years prior, so we had some prior partnership history with CCS.

As the manager responsible for the prior and current medical contract, I have been impressed with CCS executive management's team. It is clear that Chris Bove, President, Local Detention Division and John Roth Director of Client Services are committed to patient care, customer service and liability management. Frankly, they do what they say and they say, what they do! The CCS leadership team has always been responsive to issues we have brought forward and has supported our local CCS team.

I feel very privileged to work with our CCS local team of providers. Health Services Administrator Rhonda Hansen-Boyle, Dr. Daniel Gorecki, Medical Director and Edward Worsman, Psychiatric Mental Health Nurse Practitioner are all exceptional leaders who are committed to patient care and doing the right thing.

Correct Care Solutions staff, is viewed by jail deputies as part of the operational team. What makes our local team work is we have built a firm foundation based on communication, teamwork and trust as it relates to patient care and at the same time balancing the jail's operational needs for safety and security. After 37 years in public safety, I have learned that success is based on developing relationships and building partnerships to manage the challenges, we all face. CCS has been an exceptional partner in this endeavor. If you have specific questions regarding this reference, please give me a call at 360-397-2185 or e-mail mike.anderson@clark.wa.gov.

	clark.wa.go	ov/shoriff	
Support Operation Services			
Cmdr. Mike Anderson			

Sincerely,





Macomb County Sheriff's Office								
Address	43565 Elizabeth Rd., Mt. Clem	nens, MI 48043						
Contact Name	Capt. Walter Zimny, Jail Admi	Capt. Walter Zimny, Jail Administrator						
Phone	586-307-9348	586-307-9348 <b>Fax</b> 586-469-6435						
Email	Walter.Zimny@macombcoun	tymi.gov						
<b>Period of Performance</b>	9/12/11 – Present							
Accreditation	NCCHC							
ADP	1,400 adults; 100 juveniles	1,400 adults; 100 juveniles						
Transitioned from	Corizon							

#### **Summary of Services Provided**

CCS is responsible for the comprehensive health care needs of adult and juvenile offenders housed in the Macomb County Jail and the Macomb County Juvenile Justice Center in Mt. Clemens, Michigan. We provide 24-hour coverage inclusive of medical, dental, mental health, and psychiatry services. CCS is responsible for all utilization management functions and continues to find cost savings for our client by bringing additional services on site. The County uses our full ERMA solution, which interfaces with their Jail Management System.

#### **Significant Achievements and Successes**

CCS has improved operations in Macomb County by making significant changes, including shortened shifts, increased training, and better relationships with the County Health Department, the local hospital, and other community agencies. The most notable change was the implementation of our Electronic Record Management Application (ERMA). Prior to CCS, the County used an outdated paper filing system that resulted in a disorganized file room. Patient files were not updated with current documentation, including Medication Administration Records and dental records. The staff pulled charts daily; providers were often unable to view a chart because another person had it. By implementing ERMA, CCS has improved access to medical records, reduced errors, and improved documentation. ERMA has also freed up physical space to give the County additional office space and a break room.

CCS also improved the security of controlled substances and sharp instruments. Prior to CCS, the County had no key control policy; all nurses had keys to the narcotics room and to the sharps area. Narcotics were not counted at the end of each shift, nor were they counted daily. Sharps were kept in several different unsecured areas and the stock supply was never counted. CCS implemented a key control policy that limits access to narcotics and sharps, as well as a narcotics policy that requires all nursing staff to do a side-by-side count at each shift of each cart and the stock supply. Sharps are now secured inside a locked metal cabinet behind a locked door and the stock supply is counted each week for accuracy and accountability.

CCS has also improved the County's 14-day health assessment process. Before CCS, all health assessments were more than 30 days past due and did not comply with NCCHC standards. CCS now completes 25-30 physicals per day in accordance with NCCHC standards.







# ANTHONY M. WICKERSHAM

### OFFICE OF THE SHERIFF

Kent B. Lagerquist UNDERSHERIFF

December 9, 2015

To Whom This May Concern:

I am aware that Correct Care Solutions is responding to Wayne County's Bid for prisoner healthcare. Since September of 2011, CCS has provided medical, mental health and dental services to our prisoner population.

Since transitioning to CCS, I have seen major improvements in the quality of services provided to prisoners. We now provide Nurse Sick Call, H&P's and other clinical encounters in the Medical Unit, as opposed to housing units. We also have streamlined and shortened med pass, which saves us countless hours each week. Medical records are (for the first time) computerized; healthcare encounters are scheduled electronically and receiving screenings are done dynamically. The result is that prisoners are being seen in a timely manner, information is shared and available at each encounter; care is a coordinated effort, and safeguards are in place to prevent negative outcomes.

In addition to the above CCS has many attributes and is very attentive to detail including client relations. Please contact me if I can be of any assistance in this regard.

Sincerely.

Michelle Sanborn, Jail Administrator





Guilford County Sheriff's Office							
Address	15 Lockheed Court, Greensboro, NC 27409						
Contact Name	Doug Logan						
Phone	336-931-0415						
Period of Performance	7/1/14 – Present						
Accreditation	NCCHC						
ADP	1,100 adults; 40 juveniles						
Transitioned from	Corizon						

#### **Summary of Services Provided**

CCS is responsible for the comprehensive health care needs of adult and juvenile offenders housed in the Greensboro Detention Center, High Point Detention Center, and Juvenile Detention Center in Greensboro, North Carolina. We provide on-site medical, dental, mental health, and psychiatry services. We also provide 24-hour coverage at the Greensboro and High Point Detention Centers. CCS is responsible for all utilization management functions and continues to find cost savings for our client by bringing additional services on site. The County uses our full ERMA solution, which interfaces with their Jail Management System.

#### **Significant Achievements and Successes**

Soon after transitioning services in Guilford County, CCS began the implementation process for our Electronic Record Management Application (ERMA), which was completed in the fall of 2016. CCS continually strives to find cost-saving opportunities while ensuring appropriate care. One such initiative was the implementation of telepsychiatry services, which augments the on-site provider hours and enhances the overall mental health program by providing access to remote psychiatric services, thereby reducing the need for off-site transportation. CCS is also committed to enhancing re-entry services and improving continuity of care for released patients. We introduced the services of InMedRx, which increases the number of patients who are able to obtain discharge medications. When CCS is given sufficient notice of release, we provide prescriptions for needed discharge medications, including psychotropic medications. InMedRx sends the prescription to a local pharmacy within their network, and the patient provides proof of identity at the pharmacy to obtain their medication.







# OFFICE OF GUILFORD COUNTY SHERIFF

400 W. WASHINGTON STREET P.O. BOX 3427 GREENSBORO, NC 27401 PHONE (336) 641-3694 • FAX (336) 641-6729



May 11, 2017

Patrick Cummiskey President of Corrections Division Correct Care Solutions, 1283 Murfreesboro Road Suite 500 Nashville, TN 37217

I am pleased to offer this letter of recommendation of Correct Care Solutions (CCS) as an excellent provider of inmate medical services in Guilford County. CCS staff has worked diligently to establish a positive partnership with the Guilford County Sheriff's Office. CCS clearly understands the unique dynamics of both Guilford County Detention Centers and Guilford County Juvenile Detention. From our initial experience with CCS in the bidding and transition process CCS was and continues to remain responsive to the needs of Guilford County. CCS has worked hard to provide quality healthcare services to Guilford County inmates while recognizing the budgetary limitations most local governments face today.

Our contract with CCS began July 1, 2014 and expires June 30, 2017. I have been extremely impressed with CCS' level of expertise and efficiency. As such, we are extending our contract with CCS through June 2018. I am reassured to know that we are working with an inmate healthcare provider committed to quality healthcare. I highly recommend CCS as an inmate healthcare provider.

Sincerely

Major Chuck Williamson

Court Services Bureau Commander Guilford County Sheriff's Office

CJW/cw





# 1.3 Relevant Experience

The CCS Executive Team has more than 400 years of combined correctional health care experience, and the entire team is fully engaged in the operation of programs and services for the YSC. We also have several former Sheriffs and Jail Administrators in consulting roles who have nearly 175 years of combined law enforcement experience.

CCS has provided youth health care at the YSC for the past seven years. We know the facility, its people, and its requirements. We have a program in place to maximize the quality of care with an eye toward financial responsibility. The YSC and CCS are solid partners with shared values and shared outcomes. It is a partnership worth continuing for both parties.

CCS provides similar services to facilities of similar size and complexity nationwide. Many of our clients are the same size or larger than the YSC. We have developed proven "best practices" at these sites that help us achieve success for the YSC, its residents, and CCS.

CCS currently serves clients in 37 states. Our clients in Nebraska include the Lancaster County Adult Correctional Facility; Lancaster County Youth Service Center; Douglas County Correctional Center; and the Sarpy County Jail.

CCS operates all of our programs at a level of care in conjunction with Nebraska Jail Standards for Juvenile Detention Facilities. Our program for the YSC meets or exceeds these standards. CCS has never failed to obtain nor lost accreditation status at any of our client facilities, and we will ensure that the YSC achieves and maintains accreditation for the duration of the contract without any lapse.

# 1.4 Juvenile Experience

CCS manages combined adult and juvenile programs, as well as standalone juvenile programs, at many of our client sites. We provide comprehensive medical and mental health services to incarcerated juveniles across the country. Our experience with assessing and treating this young and developing population has provided us with the expertise to offer them unique care rather than treating them the same as adult offenders.

CCS and our affiliated companies have been providing comprehensive juvenile health care services for more than 20 years. We provide exceptional care for more than 5,000 juveniles in 75 dedicated youth facilities nationwide, including statewide juvenile systems in Louisiana, Illinois, and Florida. Our programs in these facilities include the design and successful operation of comprehensive medical, dental, and mental health programs for juveniles. Where our clients have sought NCCHC or ACA accreditation, we have succeeded in attaining that benchmark.

CCS provides primary and preventative care, sick call and episodic care, acute and chronic medical treatment, and follow-up care for the juveniles in our care at each of the detention centers we service. The CCS health programs are based on documented policies and procedures addressing the provision of health services, including assessment and evaluation, suicide prevention, special needs treatment plans, referrals for care, ongoing care, and discharge planning from Day One.





CCS develops customized policies and procedures for each of our contracted juvenile facilities to meet the specific needs of their individual populations. CCS provides health education to juveniles with chronic conditions such as asthma or diabetes to help them realize the importance of proper health management. Acknowledging the importance of family interaction for juveniles, CCS maintains a focus on keeping parents and/or guardians informed regarding their condition as appropriate.

CCS has two dedicated Juvenile Specialists, Stephanie Peskowitz, RN, BSN, and Pam Poole, RN, who oversee our juvenile facilities. Ms. Peskowitz brings more than 16 years of correctional health care experience working with juveniles and adults in county and statewide settings, while Ms. Poole has 14 years of nursing experience in adult, juvenile, and federal correctional facilities. They will both serve as valuable resources to CCS staff at the YSC for juvenile policy and procedural matters, juvenile-specific education and programming, and orientation focused on our juvenile patients.

CCS is acutely aware of the distinctive needs related to the provision of health services to our young patients. Our vast experience and knowledge gained while providing these services nationwide benefits both the staff and patients at our facilities. We understand and recognize this patient group is still developing and growing both physically and mentally, which can present challenges during incarceration. Identifying this key factor and using our experience working with these young patients is essential to appropriately assessing and treating the health care needs of this special population.

# 1.5 Proposed Staff Management Approach and Subcontractors

## 1.5.1 Staffing Levels

CCS has a successful record of ensuring appropriate staffing levels. The financial and clinical risk of not staffing a position is significant, and our strong litigation history validates our staffing approach. We will continue to staff the YSC appropriately to ensure the timely provision of health care as required by the RFP. We continuously track medical services workloads to determine whether a revised staffing plan would improve patient care efficiencies while creating cost savings for you. Staffing schedules may be modified upon the mutual agreement and written consent between CCS and the YSC.

# 1.5.2 Documentation of Staffing

CCS realizes the importance of delivering what we promise, especially regarding on-site staffing, and we work to keep these costs as low as possible. We track and report to you all staff hours worked, as well as hours not provided. To demonstrate compliance with the contracted staffing plan, CCS provides a monthly statistical report showing staffing fill rates. Each month, we provide accounting of actual days/hours worked by the entire medical staff to the YSC in the form of an FTE report. We compile these reports by pay period to provide true transparency and allow for auditing down to the individual and shift. Because these reports are automatic, all historical reports can be searched, queried, and drilled down in moments. Our automated FTE reporting system allows for 100% auditable reporting of contract versus worked staffing reports (Figure 2).







Total Hrs in Period: 160

#### Staffing Report - Position Level (FTE)

For Period: 05/06/2017 - 05/27/2017

 D-	elefil	I Do	-ities

		C	ontract Total	S		Pre	oductive Ho	ours			Non-P	roductive	Hours		Total
Position	В	Actual FTE	Contracted FTE	Variance	Regular	Overtime Hourly	Overtime Salary	Holiday Worked	Total Productive	Vacation, Sick, & PTO	Holiday	Training	Other	Total Non-Productive	Pald FTE
Administrative Assistant Clinical Site		1.041	1.000	0.041	1.000	0.041	0.000	0.000	1.041	0.000	0.000	0.000	0.000	0.000	1.
Certified Medical Assistant	*	8.438	11.900	-3.462	7.905	0.533	0.000	0.000	8.438	0.542	0.000	0.000	0.150	0.692	9.
Dental Assistant	*	0.881	1.200	-0.319	0.881	0.000	0.000	0.000	0.881	0.072	0.050	0.000	0.000	0.122	1.
Dentist	*	0.914	1.000	-0.086	0.903	0.000	0.011	0.000	0.914	0.100	0.000	0.000	0.000	0.100	1.
Dentist Hourly		0.000	0.200	-0.200	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.
Director of Nursing		1219	1.000	0.219	0.969	0.000	0.200	0.000	1.169	0.050	0.000	0.000	0.000	0.050	1.7
Health Services Administrator		1.072	1.000	0.072	0.992	0.000	0.080	0.000	1.072	0.000	0.000	0.000	0.000	0.000	1.0
Limited License Psychologist		0.000	2.000	-2.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0
LPN	*	22.776	32.100	-9.324	21.428	1.347	0.000	0.000	22.776	1.079	0.050	0.000	0.100	1.229	24.0
MD1400 0974 Job Code NOT in the		0.817	0.000	0.817	0.817	0.000	0.000	0.000	0.817	0.000	0.000	0.000	0.000	0.000	0.8
Medical Director	*	1.034	1.200	-0.166	0.963	0.000	0.072	0.000	1.034	0.000	0.000	0.000	0.000	0.000	1.
Medical Records Clerk		4.961	5.800	-0.839	4.447	0.122	0.000	0.000	4.569	0.375	0.017	0.000	0.000	0.392	4.
Mental Health ARNP	*	0.164	2.500	-2.336	0.164	0.000	0.000	0.000	0.164	0.000	0.000	0.000	0.000	0.000	0.
Mental Health Director	*	1.069	1.000	0.069	1.000	0.000	0.069	0.000	1.069	0.019	0.000	0.000	0.000	0.019	1.0
Mental Health Professional	*	8.987	7.800	1.187	8.622	0.366	0.000	0.000	8.987	0.452	0.050	0.000	0.000	0.502	9.4
Nurse Educator	*	1.028	1.000	0.028	0.995	0.000	0.033	0.000	1.028	0.000	0.000	0.000	0.000	0.000	1.0
Nurse Practitioner	*	2.078	1.700	0.378	1.864	0.000	0.214	0.000	2.078	0.050	0.000	0.000	0.000	0.050	2.1
Nurse Practitioner Hourly		0.000	0.800	-0.800	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0
Pharmacy Technician	*	5.731	5.600	0.131	5.484	0.247	0.000	0.000	5.731	0.100	0.150	0.000	0.000	0.250	5.5
Physician Hourly		0.000	1.200	-1.200	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0
Psychiatrist		0.000	0.700	-0.700	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0
Psychiatrist Hourly	*	0.962	0.400	0.562	0.963	0.000	0.000	0.000	0.962	0.000	0.000	0.000	0.000	0.000	0.9
Psychologist Hourly		0.000	2.000	-2.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.0
Quality Improvement Coordinator	*	0.752	1.000	-0.248	0.734	0.000	0.017	0.000	0.752	0.250	0.000	0.000	0.000	0.250	1.
RN	*	20.066	33.900	-13.834	18.883	1.183	0.000	0.000	20.066	0.434	0.000	0.000	0.000	0.434	20.
RN Charge Nurse	*	0.798	0.000	0.798	0.781	0.017	0.000	0.000	0.798	0.200	0.000	0.000	0.000	0.200	0.9
RN2500 0973 Job Code NOT in the		0.795	0.000	0.795	0.750	0.045	0.000	0.000	0.795	0.000	0.000	0.000	0.000	0.000	0.
X ray & Lab Technician	*	1.000	1.000	0.000	0.998	0.002	0.000	0.000	1.000	0.000	0.006	0.000	0.000	0.006	1.
Grand Total		86.584	119.000	-32.416	81.544	3.902	0.695	0.000	86.142	3.721	0.323	0.000	0.250	4.295	90.

**Figure 2. Sample FTE Report.** Our automated FTE reporting system allows for 100% auditable reporting of contract versus worked staffing reports.

# 1.5.3 Staffing Coverage

CCS ensures the same staff category coverage during periods of planned or unplanned absence. The CCS staffing plan and relief factor calculations ensure adequate coverage for holidays, weekends, vacation and sick days, emergencies, and any other extenuating circumstances that may arise. CCS uses part-time and per diem personnel to provide coverage for scheduled absences and to supplement any full-time staffing needs.

CCS maintains a PRN pool to ensure backfill and relief coverage is available when needed. PRN pool employees are staff members who are committed to several shifts per month and who are open to working when full-time staff members are absent. Our PRN staff completes orientation and ongoing training consistent with our full-time team members to ensure they are capable and ready to provide continuity of services.

CCS reacts swiftly to vacancies and other potential staffing crises to ensure there are no long-term staffing holes. We use PRN, locum tenens, or overtime coverage as temporary solutions until permanent positions are filled, for a period not to exceed 30 days.





### 1.5.4 Timekeeping

CCS has developed a best-in-class system for staff accountability, timekeeping, and reporting. We maintain Kronos time clocks in all facilities that have full-time staff. Time data transmits electronically to ADP for payroll processing.

Employees are required to clock in and out for shift changes as well as for breaks. When an employee misses a punch, they must fill out a written missed punch report, which is turned in to the local manager and forwarded to the CCS Home Office in Nashville. Employees undergo a disciplinary plan after an excessive number of missed punches.

Punch data is aggregated centrally and accessed via the CCS timekeeping website for local and regional oversight. All supervisors have access to the timekeeping website and punch data is available within seconds. Time and pay data are allocated to the individual departments where the employee works and provided back to the client in the form of the FTE report.

# 1.5.5 Proposed Staffing

CCS proposes a staffing option that includes 40 day hours of HSA coverage Monday through Friday, and on-call 24/7; two hours of Mid-Level Provider (NP/PA/ARNP) weekly; and 16 hours of License Practical Nurse evening coverage Monday through Friday; and eight hours of coverage on Saturday and Sunday. This will allow CCS nursing staff to conduct the routine medication pass. It also provides for two hours monthly of tele-psychiatrist coverage. While this is not exactly what Lancaster County is asking for it in its RFP, our experience at Lancaster YSC suggests that this model is capable of helping you achieve your goals for providing healthcare services that meet the community standards while being good stewards of tax dollars.

CCS Proposed Staffing for YSC – Option 1											
	Day Shift										
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE		
Health Service Administrator	8	8	8	8	8			40	1.000		
Mid-Level Provider (NP/PA/ARNP)			1					1	0.025		
Psychiatrist				0.03				0.03	0.001		
Licensed Practical Nurse						4	4	8	0.200		
Total Hours/FTE – Day								49	1.226		
	Eve	ning Sh	ift								
Licensed Practical Nurse	3	3	3	3	4	4	4	24	0.600		
Total Hours/FTE – Evening								24	0.600		
	We	ekly To	tal								
Total Hours/FTE per week								73	1.826		

CCS is always prepared to collaborate and deliver a staffing plan that helps you achieve your professional objectives.





# 1.5.6 Key Personnel

Following is an overview of key leadership staff involved with the delivery of services at the YSC and the subsequent management of operations. These are more than just names in a proposal, but rather familiar faces you have seen walking the hallways of the YSC and supporting our program. To demonstrate the qualifications of our staff, we have provided detailed resumes for key personnel, including the CCS Executive Team and Regional Management Team in **Tab 4**, **Appendix**.

#### **On-Site Management**

• Health Services Administrator: Connie R. Nelson, RN, BSW, BSN

• On-Site Medical Director: Waunita Kempf, APRN-NP

Psychiatrist: Charles Zaylor, DO

#### **Regional Management**

Strengthening communication and operational workflows in the CCS program is our Regional Management Team, comprising individuals who are familiar with Nebraska requirements and readily available to you. The CCS leadership team for the YSC includes:



#### Andrew Walter, Senior Regional Vice President

Mr. Walter brings a wealth of knowledge and experience to the correctional setting, with 25 years of corrections experience. His strong background in security allows him to provide special direction and understanding to staff working in the correctional settings. Mr. Walter also brings a unique medical aspect to this field, as he has been a paramedic for more than 24 years. He oversees a variety of State Department of Corrections facilities, as well as County jails of varying sizes. He is responsible for supervising more than 750 employees in various roles, both directly and indirectly within the correctional setting. Mr. Walter has been with the company since 2004.



### Kim Gerdes, Regional Manager

Nebraska-based Kim Gerdes has more than 20 years of nursing experience, more than half in correctional health care industry. She spent five years as the Director of Nursing for the Tecumseh State Correctional Institution (TSCI) in Nebraska before being promoted to Regional Manager in 2010. During her tenure as Director of Nursing at TSCI, she won the CCS Director of Nursing of the Year award in 2006. Ms. Gerdes earned a Bachelor of Science in Nursing from Creighton University in Omaha, where she graduated Summa Cum Laude. She later completed the Master's Program at the Kansas University Medical Center in Kansas City.







#### Margo Geppert, MD, Regional Medical Director

Dr. Margo Geppert is Board Certified in Family Medicine. After 10 years in private practice in a traditional Family Medicine office in Fort Collins, Colorado, she transitioned to Correctional Medicine in 2003. Dr. Geppert has served as Site Medical Director at Larimer County Jail in Ft. Collins, Colorado (11/2003 to 12/2014) and Weld County Jail in Greeley, Colorado (1/2006 to 11/2015). She was promoted to Regional Medical Director in October 2014 with Correct Care Solutions and thoroughly enjoys working with the sites she oversees in her territory.



#### Scott Wilson, LCP, Regional Behavioral Health Manager

Mr. Wilson has over 20 years of correctional health care experience, working as a Mental Health Professional, Mental Health Coordinator, and Regional Behavioral Health Manager. He has specialized training in sex offender evaluations and risk assessment processes. Mr. Wilson has successfully managed mental health services for a state's reception and diagnostic unit, and for a facility with a long-term restrictive housing unit. He also has considerable expertise managing and treating the severe and persistently mentally ill in correctional settings in addition to those presenting significant behavioral management challenges. As a Behavioral Health Manager, his focus is providing effective leadership and clinical direction to facility mental health providers, health care providers, and administrators.

#### **Home Office Support**

The CCS Home Office in Nashville, Tennessee, directly supports our on-site medical and administrative staff at the YSC. Our Home Office support includes a staff of Human Resource professionals to guide all recruiting and hiring, as well as Leadership Development and Clinical Education teams to train new and retained staff members. Our Finance and Accounting teams provide regular, thorough reporting, and our Information Technology department ensures that all technology meets your needs and requires minimal resources. In addition to the proposed on-site staff, and the CCS Executive and Regional Teams, the medical program is also be supported by the following Home Office personnel:

CCS Home	Office Resources
HR Senior Director	615-324-5706
Stephanie Popp	SPopp@correctcaresolutions.com
Employee Benefits	615-324-5709
Tanya Blake	TBlake@correctcaresolutions.com
<b>Employee Relations</b>	615-324-5730
Pat Rice	PMRice@correctcaresolutions.com
Physician/Provider Recruiter	720-622-8096
Cheryl Klarich	CKlarich@correctcaresolutions.com
Nurse Recruiter	615-312-7251
Erin Wallace	ErWallace@CorrectCareSolutions.com
Recruiting Coordinator	615-815-2739
Dejin Numan	DNuman@correctcaresolutions.com
IT & Network Development Support	615-844-5400
Richard Lee	RLee@correctcaresolutions.com
Legal Counsel	615-324-5724





CCS Home	Office Resources
Hannah Bernard, Esq.	HaBernard@correctcaresolutions.com
Accounts Payable Manager	615-324-5729
Stephanie Girdley	SGirdley@correctcaresolutions.com
<b>Designated Payroll Coordinator</b>	615-312-7290
Rebecca Howell	BHowell@correctcaresolutions.com
Designated Case Manager	405-672-2145
Lacey Meason	LMeason@correctcaresolutions.com

#### **Corporate Leadership**



#### **Chris Bove, Chief Operating Officer**

Mr. Bove joined CCS in 2011 after successful leadership in a multi-service organization where he led a variety of teams. He brings this wealth of corporate experience along with his military leadership to the position of Chief Operating Officer. Mr. Bove is responsible for leading and coordinating the efforts of all CCS divisions. Prior to his most recent promotion, he served as President of our Local Detention Division (the largest within CCS), with operational oversight of local adult and youth detention and responsibility for the overall management and administration of the division. Mr. Bove graduated with a bachelor's degree in engineering management from the United States Military Academy at West Point and a master's degree in business organizational management from the University of La Verne in California.



#### **Brad Dunbar, Executive Vice President, Local Detention Division**

Mr. Dunbar is an accounting professional with more than 10 years of experience. He joined CCS in June 2016 as the Vice President of Accounting and was quickly promoted to Corporate Controller after demonstrating a keen understanding of the correctional health care industry. In November 2017, Mr. Dunbar was promoted again to Executive Vice President of the Local Detention Division, with responsibility for the largest division within CCS. He provides operational oversight of local adult and youth detention facilities and is ultimately responsible for the overall management and administration of the division. Mr. Dunbar has a BBA in accounting from the University of Memphis.







#### Carl Keldie, MD, Chief Clinical Officer

Dr. Keldie joined CCS as Chief Clinical Officer in 2015. His primary responsibility is ensuring that CCS provides our patients with quality health care. Dr. Keldie also works as a liaison between medical staff and administration to support positive channels of communication while ensuring appropriate care to all patients. He comes to CCS with over three decades of clinical and administrative experience. Dr. Keldie's previous responsibilities include providing direct patient care in primary care, urgent care, and emergency medicine in civilian, Department of Defense, and correctional medicine settings. His professional memberships include the American Medical Association, Society of Correctional Physicians, American Correctional Association, and the National Commission on Correctional Health Care. Dr. Keldie earned a bachelor's degree in biology from the University of South Florida and a doctor of medicine degree from the University of South Florida College of Medicine. He is a fellow of the American College of Emergency Medicine and is board certified by the American Board of Emergency Medicine.



#### Cassandra Newkirk, MD, Chief Psychiatric Officer

Dr. Newkirk joined Correct Care Recovery Solutions (CCRS) in 2005. Her career spans over 32 years in forensic psychiatry and correctional mental health services administration. Having previously served as Chief Medical Officer for CCRS, Dr. Newkirk is now the Chief Psychiatric Officer for CCS, making her the psychiatric leader for CCRS clinical activities while adding oversight duties for CCS psychiatric correctional programs. Immediately prior to joining CCRS, she was the Director of Mental Health at Rikers Island in New York. Dr. Newkirk practiced general and forensic psychiatry in Atlanta with faculty appointments at Emory University and Morehouse Schools of Medicine, and currently holds a voluntary faculty position at Florida International University. She also served as Deputy Commissioner and Chief Psychiatrist for the Georgia Department of Corrections. Dr. Newkirk has held a variety of positions on professional-related organizations, including the American Correctional Health Services Association, Florida Psychiatry Society, and the Georgia Psychiatric Physicians Association. She received her bachelor's degree from Duke University, her doctor of medicine degree from the University of North Carolina at Chapel Hill, and a master's degree in business administration with emphasis in health care management from Regis University. Dr. Newkirk completed her residency in psychiatry at Emory University School of Medicine. She is board certified in general and forensic psychiatry.







#### Dawn Ducote, LCSW, CCHP, CQHQ, Director of CQI

Dawn Ducote is a Licensed Clinical Social Worker who has spent the majority of her career in correctional behavioral health and community mental health agencies. Advocacy for patients and ensuring quality and necessary services for atrisk populations are her passions. Dawn oversees the CCS Continuous Quality Improvement Program, which ensures that all patients in our care receive diagnostic and treatment services in the most expeditious and appropriate manner, while minimizing risk for our clients. She is responsible for quality assurance, effective clinical operations, and client satisfaction. After working in a subcontracting role for several years, Dawn officially joined CCS in 2009 as CQI Coordinator. She was promoted to Director of CQI in 2013.



#### Kristin Malone, RN, CCHP, Corporate Director of Nursing

Ms. Malone joined CCS in 2014 as a Regional Nursing Support Training Specialist and progressed to the positions of Deputy Director of Nursing Services and most recently to Corporate Director of Nursing. She has an in-depth knowledge of corrections from both custody and clinical viewpoints with more than 12 years of experience in corrections, including 3 years as a Corrections Officer in a 1,300-bed jail housing local, state, and federal male and female residents, where she was presented with an Award of Excellence and Academic Award during officer recruit training. Ms. Malone also spent 5 years as a staff nurse, Director of Nursing, and interim Health Services Administrator at the site level.

#### Organization

CCS is focused on a strategic plan that allows our organization to work efficiently and promotes success through enhanced communication. All CCS employees function as a team, and every team member expects to be part of the solution. Our corporate organizational structure is simple, effective, and functional by design. It ensures that everyone, from the highest level of management to each member of our line staff, understands accountability and responsibility for all actions. As such, all of our company resources are available to you. Please see our company organizational chart (Figure 3) and our proposed organizational chart for the YSC (Figure 4).

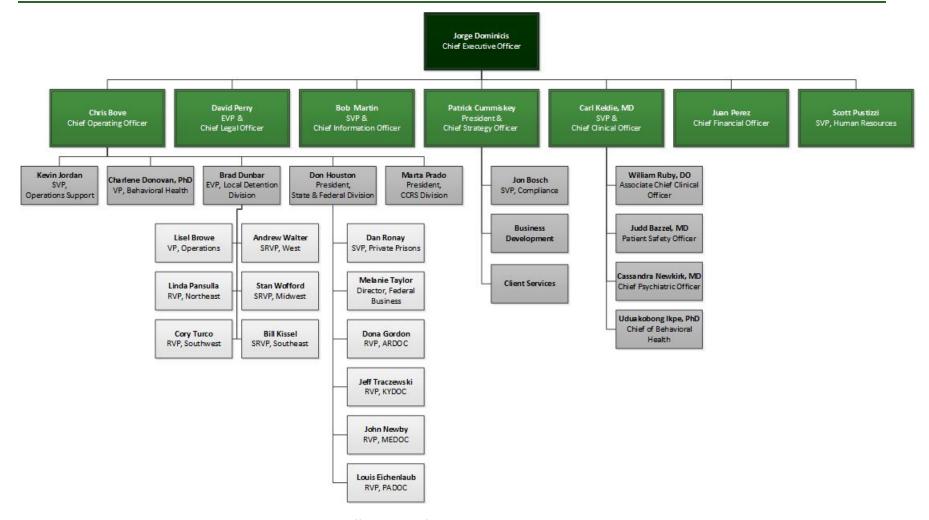




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**Figure 3. Corporate Organizational.** Our structure is simple, effective, and functional by design to ensure that everyone understands accountability and responsibility for all actions.

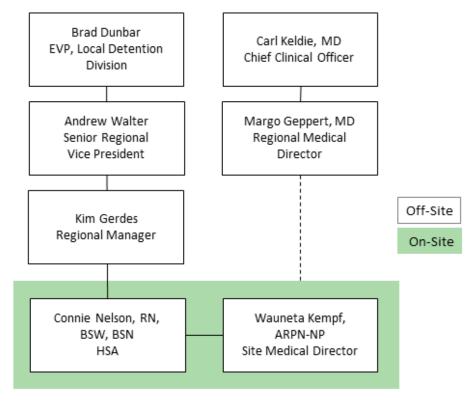




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**Figure 4. Project Team Reporting Relationships** 

### 1.5.7 Subcontractors

CCS is not proposing the use of subcontractors to manage medical, dental, and psychiatric services for the Youth Service Center. We will provide pharmaceutical services through your contract with Pharmerica.





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# 2 Technical Proposal

# 2.1 Scope of Work

As your incumbent provider of health care services at the Youth Service Center since 2010, through our affiliated company, Correctional Healthcare Companies (CHC), CCS has provided superior and responsive comprehensive care that meets or exceeds NCCHC and Nebraska Jail Standards. In this section, we describe, how we will continue to deliver medical, dental, psychiatric, and pharmaceutical services going forward.

#### 2.1.1 Medical Services

CCS coordinates care with the resident's primary care provider first, then with the local health department and our contracted medical staff as appropriate. Please see Section 3.8.2 for details regarding CCS's juvenile medical services experience.

### 2.1.2 Case Management

CCS provides multidisciplinary treatment plans and customized treatment and case management programs for those needing special accommodation. These plans help ensure proper placement, necessary care, and continuity of care throughout incarceration. We will continue to provide a case review of any resident at your request.

#### 2.1.3 Sick Call

During the receiving screening process, we advise residents of their right to access health care and the process for requesting services. Residents have immediate access to sick call request forms that meet all standards and guidelines. Detention staff can also make referrals if they have concerns for the health status of a resident. We record all medical complaints, along with a recommended intervention and referral to appropriate health care staff. CCS allocates sufficient health care staff for the sick call process to allow timely service in accordance with NCCHC standards.

Qualified nursing personnel conduct sick call triage at least once daily when present (depending on the staffing option chosen). Nursing staff triage sick call requests within 24 hours of receipt on weekdays and 72 hours on weekends. Residents receive a face-to-face consultation at the next scheduled nurse sick call.

Should the need arise outside the scheduled sick call, residents who require urgent or emergent medical attention are seen on the same day they request such services.

## 2.1.4 Health Education for Juveniles

CCS understands the unique needs of the juvenile population in consideration of their ongoing growth and development. We offer a wide range of health education programs that can be customized to meet the specific needs of the juvenile population at the YSC. CCS provides health education through a variety of means, whether individually during sick call or clinic visits, or through group sessions when applicable, for more widespread issues such as MRSA, smoking cessation, fitness, and the flu. Informational pamphlets are available in the clinic areas, and residents with chronic conditions such as asthma or diabetes are provided with health education stressing the importance of proper health management and nutrition.





In our Louisiana Office of Juvenile Justice (OJJ) sites, where we have provided statewide comprehensive juvenile health care services for the past six years, we have implemented health education programs that have proven to be effective preventative tools with the juvenile population. CCS nurses coordinate with the Louisiana OJJ teachers to conduct student education in the classroom setting, which has created a significant increase in juvenile participation in this important area. Juveniles are provided with brief, easy-to-understand handouts that offer educational information on topics ranging from personal hygiene and exercise, stress management, and adolescent development.

# 2.1.5 Staff Availability for Court Appearances

CCS medical staff is available for in-court testimony as requested by the Lancaster County Attorney's Office. Staff also will attend related meetings or conferences when requested.

# 2.1.6 Non-Prescription Medications

Our Policies and Procedures Manual covers the specific requirements for administering non-prescription medications. Our site Medical Director, Wauneta Kempf, APRN-NP, authorizes the administering of specified non-prescription products and employs specified methods of treatment for routine, non-emergency issues that arise at YSC.

## 2.1.7 Laboratory Services

CCS trains all qualified health care personnel on collecting and preparing laboratory specimens. We process a majority of all phlebotomy and lab services on site, including but not limited to:

- Dipstick urinalysis
- Finger-stick blood glucose
- Pregnancy testing
- Stool blood testing

A medical provider reviews and signs-off on all laboratory results.

CCS trains all on-site staff on our laboratory policies and provides a diagnostic procedure manual that includes reporting on STAT and critical values. We document all diagnostic laboratory reports and any resulting plans for follow-up care in the patient's medical record.

# 2.1.8 Informed Consent

Examinations, treatments, and procedures are governed by informed consent practices applicable in the jurisdiction. For invasive procedures or any treatment where there is risk to the patient, we document informed consent on a written form containing signatures of the patient and health care staff witness. The informed consent process includes informing the patient of the benefits and risks of the procedure. We obtain and document informed consent before performing any procedures and treatment governed by informed consent in the jurisdiction. We document refusal for any health evaluation, treatment, or medication and provide an explanation and the patient's signature. If there is







concern regarding the patient's decision-making capability, we refer the patient to the appropriate medical or mental health provider.

# 2.1.9 Staffing Coverage

CCS provides medical services to the YSC from 7 a.m. to 9 p.m., Monday through Friday, and eight hours of LPN coverage on Saturday and Sunday. Medical staff is available on-call during other hours.

The proposed staffing plan in **Section 3.9.5** includes a provider who will be available to YSC 24 hours a day, seven days a week. All matters of medical health judgment shall be the sole province of the provider, Wauneta Kempf, APRN-NP.

CCS ensures the same staff category coverage during periods of planned or unplanned absence. The CCS staffing plan and relief factor calculations ensure adequate coverage for holidays, weekends, vacation and sick days, emergencies, and any other extenuating circumstances that may arise. CCS uses part-time and per diem personnel to provide coverage for scheduled absences and to supplement any full-time staffing needs.

CCS maintains a PRN pool to ensure backfill and relief coverage is available when needed. PRN pool employees are staff members who are committed to several shifts per month and who are open to working when full-time staff members are absent. Our PRN staff completes orientation and ongoing training consistent with our full-time team members to ensure they are capable and ready to provide continuity of services.

CCS reacts swiftly to vacancies and other potential staffing crises to ensure there are no long-term staffing holes. We will use PRN, locum tenens, or overtime coverage as temporary solutions until permanent positions are filled, for a period not to exceed 30 days.

# 2.1.10 Recruiting

The CCS Home Office provides on-site support to our clients through our highly skilled Human Resources department, which facilitates the recruitment, development, and retention of health care professionals in our client communities. Our dedicated team of Recruiters, Sourcing Specialists, and Coordinators assist our staff and clients with finding high-potential candidates, screening applications, conducting interviews, and making hiring decisions. CCS only recruits and interviews candidates who are currently licensed or certified in the State of Nebraska.

CCS uses the iCIMS Applicant Tracking System (ATS) to maximize our talent recruiting processes. Hiring Managers work with a dedicated Recruiter and the CCS recruiting team to post any open positions in the ATS. The Hiring Manager and Recruiter can subsequently view applicants' information in the ATS. The iCIMS Talent Acquisition Software Suite helps CCS leverage mobile, social, and video technologies to manage our talent acquisition lifecycle. iCIMS helps CCS build talent pools, in addition to automating our recruitment marketing, applicant screening, and onboarding processes. The talent acquisition process is illustrated in Figure 5.





**Figure 5. Recruiting Process.** iCIMS helps CCS build talent pools, in addition to automating our recruitment marketing, applicant screening, and onboarding processes.

#### 2.1.11 Medication Pass

CCS medical care staff administers medications during normal clinical hours. YSC staff dispenses medications during non-clinical hours. Please see details about our pharmaceutical services and medication administration in **Section 4.1.1. Medical Services**.

### 2.1.12 Supplies

CCS's medical care staff manages all first aid supplies and first responder kits. We inventory and replenish supplies regularly.

### 2.1.13 Orientation and Training

The lives and health of our patients depend on the knowledge, practical skills, and competencies of the professionals who care for them. Caring for and respecting patients in correctional facilities requires hiring ethical and competent professionals, and then building upon their skills through continued training initiatives. CCS provides appropriate orientation and training for all health care personnel. Additionally, we extend appropriate educational offerings to YSC employees and will train corrections staff in medical issues as requested.

#### Orientation

CCS provides a comprehensive three-phase training program for our employees. New staff members go through the CCS Onboarding process, and all employees receive ongoing skills/knowledge assessment through our Performance Enhancement and Leadership Development programs. All CCS staff members are required to participate in each phase of training. The frequency and focus of each training phase will be determined by the position and learning capacity of individual employees.

#### **Training**

CCS routinely offers continuing development and training opportunities for our employees, and we will work with you to ensure that on-site personnel receive corrections-specific training opportunities. We offer both in-house and community opportunities for continuing education programs applicable to a career in correctional health care. By encouraging our employees to take advantage of these opportunities, CCS is building an even stronger, more professional staff equipped to meet our clients' diverse needs.





#### **In-Service Training**

CCS maintains a video library and other reference materials that facilities can use to build site-specific training programs. The CCS Training Department also offers self-study continuing education and training programs on a monthly basis. CCS distributes the self-study training programs electronically, and participants who successfully complete a skills program receive a certificate of completion. The CCS Training Department is available for technical assistance as needed.

Self-study training programs build on the foundation established during the orientation process and are conducted in accordance with professional and legal standards. For example, CCS ensures that all staff members are trained on PREA standards by providing education, testing their knowledge, and providing certification based on demonstrated competency; Suicide Prevention training is a mandatory part of CCS new employee orientation and is required annually for all CCS employees and subcontractors.

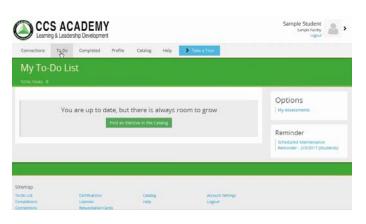
### **CCS Academy Learning Center**



CCS has partnered with HealthStream to create the CCS Academy Learning Center, which CCS uses to deliver, track, and manage training content, including E-learning courses, classroom courses, other learning events, certifications and licenses, and more. Staff simply logs in and click the To Do tab, which shows all assigned training courses with due dates. When new courses are added to their To Do list, they will receive an email notification. After completing training, the trainee receives a certificate of completion. Mandatory courses for all CCS

employees include, but are not limited to: HIPAA, Sexual Harassment, Bloodborne Pathogens, and Hazard Communication. Site-specific courses can also be added to the Learning Center.

Once staff has completed all assigned courses, the To Do list tab shows that they are up to date and provides access to non-mandatory courses for further professional development. Additionally, under the Profile tab, staff can add information regarding certifications, licenses, resuscitation cards, and more. Plans for the Learning Center include coursework for nursing CEUs, which will auto-populate based on training needed to maintain certifications and licenses. Staff can also view and print a list of completed courses. Courses taken outside can be added to their completed courses transcript.



#### **Continuing Education**

While employees are ultimately responsible for their own development, it is our philosophy to provide CCS team members with the proper tools to build on their knowledge and further their success. CCS maintains a continuing education provider license that allows us to offer continuing education credits to nursing personnel as an employee benefit. Employees have the opportunity to complete at least 40 hours of continuing education training annually.





The HSA is responsible for ensuring that health care personnel receive, at a minimum, one hour of continuing education per month, to include topics on issues specific to the YSC. CCS identifies new topics on an ongoing basis through the Continuous Quality Improvement Program (CQIP). The HSA documents completed training in an individualized training record for each employee.

CCS has also arranged for employees to receive Continuing Education
Units (CEUs) from Medscape, an online repository of clinical information
and educational materials. Through Medscape, employees can access
medical articles, recaps from conferences, research links, and other materia



medical articles, recaps from conferences, research links, and other materials. Please see the following example of a self-study continuing education and training schedule.

#### 2.1.14 Dental Services

CCS will continue to arrange dental services to satisfy the dental care needs of the YSC resident population in accordance with NCCHC standards and as defined in the YSC-approved Policies and Procedures Manual. We take the dental needs of our patients very seriously, as dental health can have a serious impact on the overall physical health of a patient. Neglect of dental needs can lead to serious infection, affecting both the health of the patient and cost of treatment.

Emergency dental services are available as needed. Medical staff evaluates the emergency in accordance with dental emergency protocols and refer the patient to an off-site emergency or dental provider if clinically appropriate.

## 2.1.15 Psychiatric Services

CCS believes in taking a proactive approach to the mental health needs of our resident populations. Mental health issues are a growing concern for all correctional facilities and a key focus in CCS sites. Our evidence-based mental health programming targets specific presenting issues and addresses recidivism risk factors.

### **Telepsychiatry**

CCS believes telemedicine services are an excellent and cost-effective complement to a traditional, onsite health care program. As such, we have invested in the creation of a corporate CCS Telemedicine Program to support the advancement of telemedicine services for our clients. The provision of telemedicine does not replace face-to-face patient encounters, but rather acts as an adjunct service to reduce off-site transportation and security costs.

CCS conducts more than 2,500 synchronous telemedicine encounters each month at more than 120 facilities nationwide. The CCS Telemedicine Program has been well received by clients, clinicians, and patients. We have established a corporate department to optimize and advance telemedicine services for our clients. Additionally, we have invested deeply in technology, allowing facility staff to conduct seamless delivery of clinical services in partnership with our own network of telemedicine providers and strategic national and international telemedicine practice partners.





The significant and sustained shortage of available qualified psychiatrists continues to drive the demand for telepsychiatry services across the United States. According to *U.S. News and World Report*, the number of total physicians in the United States increased by 45% over the last 19 years, while the number of total psychiatrists increased by only 12%. Meanwhile, during this time, the U.S. population has increased by 37%. A recent survey by the Association of American Medical Colleges revealed that 59% of psychiatrists are age 55 or older and approaching retirement age.

CCS uses telepsychiatry as an effective solution to the nationwide shortage of behavioral health professionals, using teleconferencing solutions to connect on-site behavioral health programs for increased access to care. The practice of telepsychiatry is one of the most prevalent forms of telemedicine in the United States. Telepsychiatry is an acceptable and proven alterative to in-person consultations and is recognized and endorsed by the American Telemedicine Association.

CCS is responsible for providing the software for the service. This service is fee-based and is included in the cost proposal.

#### **Detox**

Detox patients are treated off-site. We train our health care staff members to recognize the signs and symptoms of withdrawal and safely manage patients experiencing these symptoms. One example is our latest training initiative, "7 Minutes to Save," which presents topics vital to the management of urgent and emergent issues encountered within a correctional setting in short, easy-to-comprehend training sessions. This program addresses many clinical topics, including withdrawal management, suicide prevention, pregnancy, and trauma. We have provided an example of the "7 Minutes to Save" trainer module for Alcohol and Benzodiazepine Withdrawal in **Proprietary Attachment 3**. Please note that this information is **PROPRIETARY AND CONFIDENTIAL**.

#### Receiving Screening

Many patients arrive in the correctional setting under the influence of drugs or alcohol. Significant histories of substance abuse increase the possibility that they will experience some degree of withdrawal. The receiving screening includes questions for the patient regarding types of substances used, time of last usage, frequency and amount of usage, how long the patient has been using, and side effects experienced when ceasing use in the past. During the receiving screening, medical personnel use a standardized form to evaluate all patients for signs and symptoms of withdrawal, including:

- Anxiety and agitation
- Disorientation
- Visual and auditory disturbances
- Nausea and headache
- Tremors
- Paroxysmal sweats
- Elevated pulse, respiratory rate, and blood pressure





Patients who report alcohol and/or drug dependence or who we identify as being at risk for withdrawal receive a more in-depth assessment. CCS staff complete this assessment using the Addiction Research Foundation Clinical Institute Withdrawal Assessment – Alcohol (CIWA-Ar) and/or the Clinical Opioid Withdrawal Scale (COWS).

These tools have been researched and shown to be viable methods for assessing the severity of withdrawal symptoms based on observation of the patient's behavior or the patient's response to questioning. CCS medical personnel also use the CIWA-Ar/COWS tools to determine the responses of our patients to medications given to ameliorate withdrawal.

#### **Observation and Monitoring**

Patients determined to be at risk for alcohol or drug withdrawal undergo withdrawal monitoring. Nursing staff contact the physician/mid-level

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	10-15	Mild to moderate	If	10-15 for	three ser	quential sco	res and not	dropping, c	onsult with	HCP	
	16 or greater	Moderate to severe					document ar				
	20 or greater	Severe	G	onsult wit	1 HCP S	TAT; if HCP	unavailable	send to EF	R for evalua	ition	
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provider on duty or on call when patients are identified as high risk for withdrawal. Based on the clinical presentation of the patient, the provider may recommend placing them in observation. Patients experiencing withdrawal from alcohol, opiates, or benzodiazepines are monitored for at least five days or longer if deemed necessary by the provider.

RRECT CARE	Su	bstan	ce Wit	hdrawal – Exam Fo	rm						
List Type(s) of Withdrawa	d:										
□ Alcohol □ Opiates □	Sedative/Hyp	notics E	Polysubs	tance   Other:							
				orium 50mg PO TID/BID/QDay E	1 COM	/S n	m meds				
□Clonidinemg PO		•		, , , , , , , , , , , , , , , , , , , ,							
SUBJECTIVE: (Any prot			antime)								_
□ Nausea	☐ Disorienta		gaures)	☐ Tactile Hallucinations	п	Imita	bility				
□ Vomiting	☐ Sweating	,									
☐ Agitation				☐ Tremor ☐ Gl upset							
☐ Auditory Hallucinations ☐ Tearing			☐ Anxiety ☐ Visual Hallucinations								
☐ Runny Nose	□Hopeless	ness/Suid	idality	☐ Headache			ning		-		
			_	eizures   CAD   HIV   Asthm							
							_				
Thoughts of self-harm/su	totale Elvi										
				with assessments? ☐ Yes ☐ I	No.						
Current CIWA Score:					-						
				m □Trending up □Stable							
Range of COWS scores:											
Vital signs: Temp		Pulse	_	Resp Wt FBS_			ulse O				
		_	NOT			_		=		MOT	_
DIRECTED PHYSICA	L WNL	ABN	DONE	DIRECTED PHYSICAL EX	(AM	١,	VNL	AB	N	DON	_
SKIN	_	-		ABDOMEN		-		_	_		$\dashv$
HEENT/NECK	_	-		EXTREMITIES				-	-		$\dashv$
HEART LUNGS		-		NEURO OTHER:				-	-		$\dashv$
Physical Exam Abnormalitie				OTHER.		_		_	_		_
Physical Exam Abhormalia	n										_
					_	_		т.	_	_	Ξ
Assessment:							P NA			W	
□ Alcohol Withdrawal							0 0				
	☐ Opiate Withdrawal						0 0				
☐ Opiate Withdrawal			☐ Sedative Hypnotic Withdrawal								П
	drawal				1 -	_	0 0	- 1		_	_
Sedative Hypnotic Without     Polysubstance Withdraw					1 -	_	0 0	- 1		-	0
☐ Sedative Hypnotic Witho					1 -	_		- 1		-	_
☐ Sedative Hypnotic Without Polysubstance Withdraw					1 -	_		- 1			_
Sedative Hypnotic Without Polysubstance Withdraw Plan: Medication changes:					1 -	_		- 1			_
Sedative Hypnotic Withdraw     Polysubstance Withdraw Plan: Medication changes: Diagnostics: Labs:	val	r COWS p	protocol 🗆	Other:	1 -	_		- 1			_
Sedative Hypnotic Withdraw Polysubstance Withdraw Plan: Medication changes: Diagnostics: Labs: Monitoring: □ Per CIWA	protocol □Pe				0			-			_
□ Sedative Hypnotic With     □ Polysubstance Withdrav Plan:     □ Diagnostics:     □ Diagnostics:     □ Per CIWA Education provided:     □ N	protocol □Pe	rcise 🗆 🛭		Otheri use   Test results   Medicati	0			-			_
Sedative Hypnotic Withdray     Polysubstance Withdray     Prian:     Medication changes:     Diagnostics:     Labs:     Cabs:     Monitoring: □ Per CIWA     Education provided: □ N	protocol  Pe lutrition  Exe	rcise 🗆 🛭	Orug/ETOH	l use   Test results   Medicati	on mar	nage		Othe			_
□ Sedative Hypnotic Withdray Plan: □ Polysubstance Withdray Plan: □ Diagnostics: □ Labs: □ Per CIWA Education provided: □ N Mental Health referral nes Follow-up? □ 1	protocol  Pe lutrition  Exe	rcise 🗆 🛭	Orug/ETOH		on mar	nage	ment C	Othe			_
Sedative Hypnotic Withdray     Polysubstance Withdray     Prian:     Medication changes:     Diagnostics:     Labs:     Cabs:     Monitoring: □ Per CIWA     Education provided: □ N	protocol  Pe lutrition  Exe	rcise 🗆 🛭	Orug/ETOH	l use   Test results   Medicati	on mar	nage		Othe			_
□ Sedative Hypnotic Withdray Plan: □ Polysubstance Withdray Plan: □ Diagnostics: □ Labs: □ Per CIWA Education provided: □ N Mental Health referral nes Follow-up? □ 1	protocol  Pe lutrition  Exe	rcise 🗆 🛭	Orug/ETOH	l use   Test results   Medicati	on mar	nage	ment C	Othe			_

Patients undergoing withdrawal monitoring are assessed by medical personnel three times daily and anytime requested by facility staff. CCS will provide training for officers on CIWA/COWS protocols.

During each evaluation, the patient undergoes a short mental health screen that assesses current thoughts of suicidality, hopelessness, or recent bad news. A positive answer to any of these questions results in the patient being placed on suicide watch and the mental health provider is called.

Withdrawal can be uncomfortable and is a risk factor for suicides and suicide attempts, so CCS prefers to take this proactive approach.

#### **Treatment**

CCS establishes a physician treatment plan as soon as we assess the potential for withdrawal from alcohol or sedative-hypnotics. The Regional Medical Director





orients clinicians regarding effective management of care based on specific criteria. Medical personnel establish an individualized treatment plan based on their assessment of the patient's condition. The treatment plan may include prescribed pharmaceutical therapy, as indicated.

CCS has established a best practice for determining the medications to be used, the frequency of use, and the starting dose of these medications. This best practice has been translated into an order sheet used by practitioners to manage and treat the symptoms of withdrawal. This document dictates the minimum amount of medication that should be used to treat patients going through withdrawal, thus allowing for immediate use for most patients. Individual treatment plans are developed for those who do not respond as expected.

#### 2.1.16 Pharmaceutical Services

CCS will continue to manage the YSC's pharmaceutical services through your contracted provider, Pharmerica and will operate the Pharmacy program as outlined in RFP 18-026.

CCS obtains juvenile insurance information and provides it to Pharmerica. We verify that prescriptions are covered by insurance before authorizing the prescription being filled. CCS will work with YSC administration and Pharmerica to ensure insurance or Medicaid filings happen when appropriate. We also coordinate the collection of other information needed by Pharmerica to meet requirements for filling prescriptions.

For juveniles not covered by insurance, we coordinate with the YSC Director or designee to determine the most efficient approach to meeting the juvenile's pharmaceutical needs. For example, we consider the anticipated release date and order medications accordingly.

Pharmaceutical Services for the YSC are guided by Policies and Procedures (OPS-200\_Y-D-01 Pharmaceutical Operations) specific to the facility. These policies and procedures ensure efficient, effective, and timely medication administration.

Pharmerica delivers twice on weekdays and once on Saturdays. We use Walgreen's pharmacy at 5701 Village Boulevard, for local back-up services on Sundays, holidays, and in urgent or emergent situations. The facility determines what is considered an emergency.

All prescription orders are documented in the patient's medical record. Trained medical personnel administer medications within 24 hours following the ordering of the pharmacotherapy by the responsible clinician.

#### **Stock Medications**

CCS uses in-house stock medications only as appropriate and allowable within state guidelines.

#### **Over-the-Counter Medications**

CCS has a protocol to provide OTC medications to residents upon consultation with the CCS Medical Director and the YSC. When residents have non-prescription medications available outside of health services, these medications and access to them are approved jointly by the CCS Medical Director and the YSC Director. These items are reviewed annually.





#### **Inventory Control and Security**

Medication, supplies, and equipment are stored in a locked area. We store bulk supplies separately and inventory them weekly and whenever accessed. We maintain records to ensure adequate control. The medication room and all cabinets are locked anytime health care staff is not present. CCS staff ensures medication security. No resident has access to medication other than those administered by a qualified staff member. All prescriptions are bubble packed.

We maintain a limited supply of controlled drugs at the YSC. These drugs are under the control of the responsible physician. The HSA or her designee will monitor and account for these medications. Class II, III, and IV drugs are counted at the end of every shift by a staff member going off-duty and one coming on-duty. We report count discrepancies immediately and resolve them before the present staff goes off-duty. Controlled substances are signed-out to the resident receiving them at the time they are administered. As an additional level of control, CCS treats certain medications that are not controlled, but have the potential for misuse or abuse, as controlled substances.

#### **Sharps and Supplies**

During Orientation, each employee receives instruction on how to handle sharp instruments, utensils, and supplies. Needles, syringes, and other high-risk items are stored in locked areas and signed out to the individuals when they are used. Our trained staff will not leave sharps in any area when not in use. We inventory sharps at each shift change, and each employee is responsible for ensuring that the sharps count is correct. Trained employees never take the word of co-workers when conducting sharps counts. We discard used sharps are biomedical waste in leak-proof, puncture-resistant containers designed for this purpose.

#### **Medication Administration**

CCS follows written systems and processes for the delivery and administration of medications (Policy and Procedure OPS-200\_Y-D-02 Medication Services). Only personnel appropriately licensed in the State of Nebraska can administer medications, including over-the-counter medications. The CCS staffing plan includes nursing coverage to conduct medication pass, per physician's orders, at least twice daily for residents in general population, and more frequently as needed for residents in medical housing or observation. CCS ensures the timeliness and accuracy of the process. We coordinate with security staffing and consider meal times to ensure accurate and effective medication administration.

#### **Equipment**

We will incorporate a medication dispensing system at a central location in the Youth Service Center and provide at least one medication cart at the YSC. Additional carts are available if need and requested.

CCS will be responsible for all maintenance and repairs of equipment provided for use at the YSC, unless YSC staff causes the damage. All equipment will remain the property of the vendor.

CCS can dispense a minimum of three doses per order. Dispensing fees are included in our cost proposal.

#### **Generic Medications and Narcotics**

CCS will prescribe generic medications whenever possible unless the clinician provides justification for a brand name request. We will track the percentage of generic versus non-generic use and will provide statistical reports on all areas of pharmaceutical management. In accordance with CCS policy, providers





use sleep and pain medications only when clinically indicated. Only non-narcotic medications will be ordered in general population. Inmates that may require narcotic medications for a short-term purpose or otherwise shall be housed in the appropriate non-general population for the period that the medications are prescribed and will have the appropriate oversight by medical personnel.

We deliver services in accordance with applicable local, state, and federal laws and regulations, community standards, and our Policies and Procedures Manual to improve drug therapy for residents.

We notify you when insurance information is required within 24 hours of filling prescription and if prior authorization is necessary for insurance to pay for the medication. We ensure that pharmacy payments from the YSC are credited to the resident account and not to the general detention account.

CCS maintains a drug profile on each resident in the facility.

CCS guarantees the delivery of emergency prescriptions within two hours of notification through Walgreens at 5701 Village Boulevard.

CCS maintains two emergency drug supply kits at the YSC. These kits are property of CCS, as prescribed by law. We supply emergency medications to the facility, including Albuterol and Epi-pens. We bill residents directly for drugs used from the kits.

We follow applicable laws and regulations governing the billing and collection for drugs, IV solutions, biologicals, and supplies rendered to private insurance, private pay, or Medicaid residents, and to individuals eligible to receive them under any state reimbursement program.

We will customize our invoice to meet your requirements.

# 2.2 Business Requirements

# **2.2.1** Reporting Requirements

CCS provides the best on-site care possible and is fully accountable to the YSC. We expect to be measured by our performance, including reduced medical grievances; accountability as evidenced by operational and financial reporting; reduced staff turnover; and by our ability to reduce off-site referrals. These are our goals and we will continue to share the details of our performance by providing regular operational and financial reports on these criteria. CCS typically provides more clinical and operational reports than any other company in the industry.

Quarterly update reports ensure the effectiveness of our health care system. These reports document changes, improvements, and corrective actions since the previous reporting period. They include key data such as number of juveniles receiving health services by category of care, actions taken, medication and supply costs, and other information as requested. We will continue to submit an annual quarterly statistical summary report. Our reports can be customized to meet your specific need.

CCS medical staff supplement these reporting requirements by meeting with the YSC Director at least quarterly.





### 2.2.2 Policy and Procedure Manual Requirements

CCS has developed a Policies and Procedures Manual tailored to health care services provided at the YSC. This manual, approved by the YSC, meets or exceeds NCCHC and ACA standards. The manual is reviewed and revised as CCS and/or YSC policies are modified, no less than once per year. A copy of our current Policies and Procedures Manual is on file in the clinic office.

# 2.2.3 Licensing and Professional Requirements

#### Licensing

Only persons who are fully qualified and appropriately licensed, certified, or registered in the State of Nebraska may provide Health care services to the YSC. We ensure that all employees and contractors are properly licensed or certified for their positions. We also maintain proof of malpractice insurance for all applicable employees. CCS ensures completion of annual training necessary to maintain licenses and/or certifications. All health care personnel maintain current first aid and CPR/AED certification and attend appropriate workshops to maintain their licensure.

Once we select on-site personnel, we provide applicable certification and licensing information to the YSC. Before employment, we provide copies of all background and credentialing information for professional staff, including licenses, CME credits, proof of professional certification, Drug Enforcement Administration (DEA) numbers, malpractice insurance certificates, evaluations, position responsibilities, and up-to-date resumes.

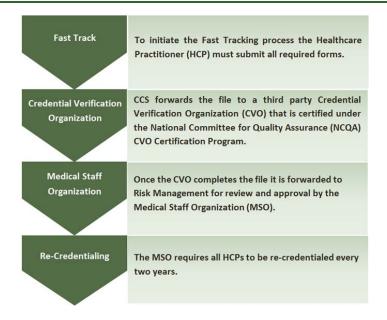
CCS ensures that personnel files (or copies thereof) of CCS and contract employees are maintained on site and are readily available to the designated YSC authority. Personnel files include copies of current registration certificates for licensed practitioners. We make updated data and other relevant information available on request.

#### **Credentialing and Privileging**

CCS has a credentialing process (Figure 6) to ensure all personnel are up to date on state licensure requirements. The CCS Risk Management Department oversees credentialing activities. All health care practitioners (i.e., employees, subcontractors, and locum tenens) providing on-site service for CCS must complete the credentialing process prior to starting work. The credentialing process begins as soon as CCS determines we will be making an offer of employment to the candidate.







**Figure 6: The CCS Credentialing Process.** All health care practitioners (i.e., employees, subcontractors, and locum tenens) providing on-site service for CCS must complete the credentialing process prior to starting work.

Credentialing Criteria and Verification			
Check	Criteria	Verification Method	
✓	Valid, current and unrestricted state professional license.	SourceOne CVO	
✓	No recorded revocation or limitation of professional license.	National Practitioner Data Bank	
✓	Current DEA privileges with no involuntary restrictions.	SourceOne CVO	
✓	Current state controlled substance registration with no involuntary restrictions	SourceOne CVO	
✓	Valid, current and sufficient professional liability coverage.	Certificate of Insurance	
✓	Acceptable malpractice claims history.	SourceOne CVO	
✓	Graduation from accredited medical school (or other professional program for non-physician professionals).	SourceOne CVO	
✓	Acceptable completion of accredited residency program.	SourceOne CVO	
✓	Never been subject to any medical staff monitoring or special review activity of public record (or reasonably discoverable upon proper inquiry).	National Practitioner Data Bank	
✓	No recorded expulsion or suspension from receiving payment under Medicare or Medicaid programs.	National Practitioner Data Bank	
✓	No recorded conviction or charge of a criminal offense.	National Practitioner Data Bank	
✓	No record of disciplinary actions in prior states in which provider practiced.	National Practitioner Data Bank	
✓	Board certification in listed specialty (where certification is applicable).	SourceOne CVO	





### 2.2.4 Confidentiality

CCS adheres to all laws relating to confidentiality of patient information. We secure medical records as required by law and other applicable state or federal statutes and regulations as they relate to juveniles. All records will be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the Health Information Technology for Economic and Clinical Health (HITECH) amendment to HIPAA. Compliance training for HIPAA and HITECH is a mandatory part of CCS new employee orientation. Annual training is also required for all CCS employees.

CCS manages the security and accessibility of resident medical records in compliance with state and federal privacy regulations. The CCS Medical Director approves medical record policies and procedures, and defines the format and handling of medical records. We maintain each patient's medical record separate from the confinement record. The HSA controls access to medical records to ensure patient confidentiality. The YSC has access to any information deemed necessary in determining a resident's security rating, housing assignment, job suitability, etc.





# 3 Project Schedule

# 3.1 Detailed Schedule of Start-Up Work Activities

As your current health care partner, all our processes, people, policies, procedures, and technologies are in place and functioning at a high level. No competitor can offer that level of assurances for disruption-free continuity of care for your residents. To illustrate our capabilities, however, CCS has the verifiable ability to transition start-up services within 30 days, and on occasion, has done so with less than two weeks' notice. Following are examples of our transition successes that highlight our accomplishments following transition. We encourage you to contact any of the following clients to verify CCS's transition success at their sites.

## 3.1.1 Orange County, New York (Transitioned from QCCH)

CCS was contacted in early February 2016 with the request for an emergency procurement to transition services from their incumbent provider. Under the incumbent provider, delivery of services was a major issue, and retention of qualified staff was an ongoing problem. CCS completed the transition in 10 days and began providing services on February 19, 2016. The CCS transition team of 20 professionals, as well as an experienced, interim HSA, were on-site on Day One. Additionally, our Care Management program was implemented and operational on Day One. We hired all needed staffing to provide the required services and implemented on-site oral surgery to minimize off-site transports.

## 3.1.2 Onondaga County, New York (Transitioned from CMC)

In Onondaga County, the Sheriff's contract with the incumbent was scheduled to end on December 31, 2013. However, the Sheriff's Office requested that CCS begin providing services early. CCS transitioned services at all three Onondaga County facilities more than a month ahead of schedule on November 15, 2013. Because significant issues were identified during an earlier NCCHC audit, CCS immediately conducted baseline CQI studies and identified areas where improvements were needed so that a Corrective Action Plan was operational on Day One.

# 3.1.3 Jefferson County, Texas (Transitioned from NaphCare)

CCS typically transitions services within 30 days, but in the case of Jefferson County, Texas, we did so in just *under two* weeks. The previous provider was asked to extend their contract month-to-month when the RFP process ran behind. Despite a 10-year working relationship, the provider declined. When asked in mid-January to stay on-site until the end of February to ensure a smooth transition, the provider informed the Sheriff's Office they would be leaving just 12 days later. With only 12 days' lead-time, CCS transitioned the Jefferson County contract and implemented our Electronic Record Management Application (ERMA), which was operational on Day One. Our ability to rally the staff and transition services without disruption of care allowed us to reinforce why the Sheriff's Office made the correct decision in awarding the contract to CCS.





### 3.1.4 Lexington County, South Carolina (Transitioned from Corizon)

CCS was able to transition our contract in Lexington, South Carolina in less than seven (7) days. Upon transition of services, CCS put into place an ongoing quality improvement study regarding off-site emergency transports and evaluated each case for efficacy of care provided on-site. In just three months, we dramatically decreased the number of emergency trips. The study also ensured total accountability regarding efficacy of care.

### 3.2 Performance Record for Timeliness

The best indicator of CCS's commitment to professionalism and timeliness is our verifiable ability to transition start-up services within 30 days, and on occasion, with less than two weeks' notice. Please see several examples in **Section 5.1**, above.

# 3.3 Current Projects

A summary matrix of all current CCS juvenile projects is provided in **Proprietary Attachment 2**. This information is **CONFIDENTIAL AND PROPRIETARY**.

# 3.4 Standardized Reports

CCS has not been providing reports related to pharmacy utilization and costs since the YSC has been contracting its pharmaceutical program directly with Pharmerica.





# 4 Appendix

### 4.1 Bid Bond

The bid bond that we provided to you in our original response is still valid. A copy of that bond is in **Tabbed Attachment A.** 

## 4.2 Staff Resumes

Please see staff resumes in Tabbed Attachment B.

#### 4.3 Policies and Procedures

A complete Policies and Procedures manual, approved by the YSC, is on file in the nurse's office. A sample from our Policies and Procedures Manual is provided in **Proprietary Attachment 4**.

# 4.4 New Hire Orientation and Training

A sample of our nursing new hire orientation checklist and annual training schedule are provided in **Proprietary Attachments 5 and 6**.

### 4.5 Insurance Certificates

Insurance certificates are available in **Tabbed Attachment C**.

# 4.6 Cost Proposal

Attachment 1 – Cost proposal is provided in a separate folder.





# **5 Proprietary Information**

CCS has provided the following attachments considered as Trade Secrets under Neb.Rev.St. § 84-712.05(3) in a separate container marked as "PROPRIETARY INFORMATION," as instructed on page 19, Section I, of the RFP:

Litigation History CONFIDENTIAL AND PROPRIETARY	1
Summary Matrix of Clients CONFIDENTIAL AND PROPRIETARY	2
Training Module for Alcohol and Benzodiazepine Withdrawal CONFIDENTIAL AND PROPRIETARY	
Policies and Procedures CONFIDENTIAL AND PROPRIETARY	
Orientation Checklist CONFIDENTIAL AND PROPRIETARY	
Annual Training Calendar CONFIDENTIAL AND PROPRIETARY	





# 6 Proposal Summary

In our proposal, we have responded to the stated needs in your RFP and demonstrated our experience providing health care services to the Lancaster County Youth Service Center since 2010. Following are a few reasons why CCS is the right partner to deliver an expanded health care program at the YSC.

- Experience: CCS and our affiliated companies have been providing comprehensive juvenile health care services for more than 20 years. We provide exceptional care for more than 5,000 juveniles in 75 dedicated youth facilities nationwide, including statewide juvenile systems in Louisiana, Illinois, and Florida. We have successfully served your health care needs since 2010. We know the facility, the staff, and the residents better than any other medical provider does. By continuing our partnership, the YSC avoids the potential for disruption in health care services resulting from transition. No other company can deliver this level of continuity.
- **Service Quality**: Our programs and resources are superior to those of all other providers. We will always value and nurture our partnership with the YSC and local community providers, because we know you want the very best, and we want your business.
- **Innovation**: CCS is an innovator. We will continue to make the latest technology and best practices available so that the YSC remains a model facility.
- Cost Containment: CCS has the strongest utilization management system in our industry. We
  work hard to control costs for our clients wherever possible.
- **Accountability**: CCS is transparent in our accountability. We do not hesitate to improve our program when necessary to assure the results you expect and deserve.
- Our references attest to the CCS Difference: You are our most important reference, but we encourage you to contact other references provided in this response. Ask them why they chose CCS as their healthcare provider and, most importantly, why they have stayed with us.

We appreciate the opportunity to participate in your RFP process and believe that CCS is the best partner for the YSC and the best provider for your residents, now and into the future. I respectfully ask for your continued business and thank you for retaining us as your partner. Please contact me with any questions or to discuss any items in this proposal.

Sincerely,

Patrick Cummiskey, President

Phone: 615-324-5777 Fax: 615-324-5798

Patrick@correctcaresolutions.com

# Document A310<sup>™</sup> – 2010

Conforms with The American Institute of Architects AIA Document 310

### **Bid Bond**

#### CONTRACTOR:

(Name, legal status and address)
Correct Care Solutions, LLC
1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

#### OWNER:

(Name, legal status and address)
Lincoln-Lancaster County
440 S. 8th Street, Suite 200
Lincoln, NE 68508

#### SURETY:

(Name, legal status and principal place of business)
Westchester Fire Insurance Company

11575 Great Oaks Way Alpharetta, GA 30022 Mailing Address for Notices

11575 Great Oaks Way, Suite 200 Alpharetta, GA 30022 This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

5%

Five Percent of Amount Bid

#### PROJECT:

(Name, location or address, and Project number, if any)

Lancaster County Medical Services-Youth Service Center RFP 17-250

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this

13th

day of September, 2017.

(Wilness) Smith

Westchester Fire Insurance Company

Correct Care Solutions, LLC

(Surety)

(Principa)

(Seul)

(Seal)

(Witness) Chris McEvoy

(Title) Pamela Pratt

Attorney-in-Fact

# Power of Attorney

#### WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation,

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Mark R Duggan, Pamela Pratt, all of the City of Nashville, Tennessee, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 4 day of August 2016.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA SS.

On this 4 day of August, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



GOSSIONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

KAREN E. BRANDT, Notary Public
City of Phaesionia, Phila. County
Sily Commission Expires Sept. 26, 2018

Kriew & Branott

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of

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William I Kulla Arrigani Recordery

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 04, 2018.



# RFP 17-250 18-026

# MEDICAL SERVICES – YOUTH SERVICE CENTER COST PROPOSAL

Vendors <u>must</u> complete this form and attach additional documentation as required on company letterhead and place in a sealed envelope separate from the written or Ebid proposal as instructed in the Specifications. *Failure to provide the annual cost and total cost over the 4 year term may result in the rejection of the RFP.* 

The Vendor shall submit their annual cost for the following services consistent with existing company format and operating estimations. Vendor shall provide detailed prices for the following cost centers.

1.	Salary/Wage/Benefit costs per the staffing matrix submitted in the R (total wages and hours of coverage by position, fringe benefits, time positions)			uired
2.	Other Professional or Administrative Fees	\$	15,930	
3.	Formulary Pharmaceutical Costs Non-Formulary Pharmaceutical Costs Over the Counter Pharmaceutical Costs	\$ \$ \$	3,000 N/A N/A	
4.	Laboratory (no STD or other labs are performed at intake)	\$	0	
5.	Medical Supplies	\$	2,500	
6.	Insurances (malpractice, malpractice tail, workers comp)	\$	11,735	
7.	Travel - for required site-visits and site supervision.	\$	15,480	
8.	Travel - associated with contract start-up and initial training and oversight.	\$	0	
9.	Start-up costs for the contract.	\$	0	
10.	The Management Fee and all services included in the fee	\$	80,500	
11.	Per hour for on-site Physician Services	\$	150	
12.	Per Telephone Conversation with Physician	\$	75	
13.	Per hour for Telehealth (Physician) Services via Video Conferencing	\$	150	
13.	Per hour for on-site lab services by Lab Technician	\$	N/A	
14.	Per hour for Dentist or Dental Staff Visit	\$	0	
15.	Per hour for Psychiatrist Services via Video Conferencing	\$	234	
16.	Per hour costs for any other on-site program provider not already listed in this cost proposal	\$	N/A	_
17.	Per hour costs for staff to meet with or testify for the County Attorney's Office in preparation for litigation	\$	125	<del></del>
18.	Policy and Procedure Development	\$	2,750	
19.	Minor Equipment (over \$500 per single item or unit)	\$	0	
20	Per Clinical Lab Procedure by type	\$	N/A	

2	21.	Off-site Medical Services		\$	N/A
2	22.	Off-site Dental Services		\$	N/A
2	23.	On-site X ray Services		\$	N/A
2	24.	Off-site X ray Services		\$	N/A
2	25.	Other expenses (Must explain on attached sheet)		\$	1,469
(Includes ANNUAL M	Travel S	AL SERVICES COST – YEAR 1 Start-Up or Start-Up Costs) AL SERVICES COST – YEAR 1 e Travel Start-Up or Start-Up Costs)	\$ \$	287,725 287,725	<del></del>
		M OF CONTRACT (4 YEARS): e Travel Start-Up or Start-Up Costs)	\$	1,194,783	3

Vendor shall explain any and all costs they intend to pass through to the County as part of the Cost Proposal.

Travel shall be budgeted as two line items. Travel-Start-up Costs and Travel for Required Site Visits

Travel-Start-up Costs: All travel associated with contract start-up (airfare, mileage, accommodations, meals, per diem, etc.) shall be disclosed and listed as a line item in Travel-Start-up Costs.

Budget any and all travel associated with the start-up to include all site visits, initial recruitment, training, orientation, client briefing on preparations, go-live, etc.

Vendor will pass through all travel costs associated with the site start-up, not to exceed the amount the Vendor has budgeted.

If Salaries/Wages of the corporate start-up team are to be charged to the County and are not part of the management fee, they will be appropriately included on the budget and appropriate budget worksheets.

The County will not reimburse for start-up costs exceeding proposal estimates.

### Patrick J. Cummiskey

#### **President of CCS Correctional Healthcare**



#### **Summary Statement**

Marketing, Sales and Brand Executive with broad based, diverse background in both direct consumer, and distribution based industries. Skilled in guiding new and mature brands, while driving sales and profitability through strategic development, prioritization, and execution. Experienced in establishing and negotiating strategic partnerships and distribution both domestically and internationally. An ambitious, result-oriented leader who consistently fosters strong internal and external relationships.

#### Education

#### Masters of Business Administration; Major: Marketing

Georgia State University; Atlanta, GA 1996

Bachelor of Business Administration; Major: Finance

University of Georgia; Athens, GA

1993

#### **International Business**

University of Innsbruck, Austria Summer 1992

### Professional Experience

#### **Correct Care Solutions, Nashville, TN**

President of CCS Correctional Healthcare

2002 - Present

Responsible for Federal contracting; new product development; state/county business; and supporting Operations with on-going Client Relations initiatives. Manage and motivate team oriented sales force while establishing product and service offerings. Responsible for P&L with incentives focused on client satisfaction.

#### EcoSMART Technologies, Inc.; Franklin, TN

Vice President, Sales & Marketing

1999 - 2002

A 10-year-old biotechnology company focused on the development, formulation, manufacturing, and sales of pharmaceutical and pesticide products. Oversee the strategic development, operations, product development, sales and marketing of the commercial and agricultural divisions, including P&L responsibilities. Manage and motivate team oriented sales force while establishing distribution network.

- Revenue growth of over 100% per year while achieving and maintaining profitability.
- Negotiate and establish international distribution and strategic partners both domestically, as well as in Asia, Europe, and Australia.
- Successfully manage dynamic distribution channels and excel in both a relationship driven marketplace and a "bid determined" selling environment.
- Handle the prioritization of product development and initiated launch of two divisions, one of which reached positive cash flow within six months.
- Work closely with federal agencies, including the EPA, FDA, and state regulators.

#### Orkin Pest Control, Rollins, Inc.; Atlanta, GA

National Marketing Manager

1996 - 1999

A \$650 million (NYSE) service company (better known for Orkin Pest Control). Managed Orkin's largest brand, residential pest control. Responsibilities included all customer interaction, lead generation/facilitation, sales, service offerings, pricing, and customer communication. Managed marketing team, which developed and presented "Strategic Brand Plan" semi-annually to senior management prior to implementation.

- Oversaw strategy, planning, purchasing, creative, and production of all advertising and lead generation mediums; including radio, television, outdoor, newspaper, and direct response resulting in reversing a two-year trend of decreasing leads.
- Successfully exceeded goal of 10% annual decrease in customer cancellations through innovative and new customer retention and communication programs.
- Increased profitability and retention through project leadership of creation and implementation of new sales offerings based on demographics and geography.
- Controlled and assigned all rate cards and managed price increase programs, which generated over \$2,000,000 annually towards Orkin's EBITA.

#### Atlanta Oil Exchange, Inc.; Atlanta, GA

**Director of Marketing** 

1994 - 1994

A preventative care maintenance center servicing high-end office facilities. Co-founded company and handled all marketing, sales, and accounting responsibilities. Developed and executed business plan while attending graduate school during the evenings. Responsible for marketing strategy, advertising, sales, and direct client contract.

- Negotiated all contracts and licensing agreements (both client and vendor).
- Designed customer and daily revenue database which also generated weekly reports.
- Company grew from start-up to three operating stores in just 18 months.

#### BUYPASS the System; Atlanta, GA

Manager, Return Check Department

1993 - 1994

One of the world's largest point of sale transaction companies. Supervising liaison between return check research and accounting departments. Role was expanded to include heading committee of outside consultants, from large accounting firms, to refine control processes and handled massive bank reconciliation process.

- Handled large volume accounts averaging over \$100,000 per month.
- Responsible for identifying and recovery of over \$150,000 in missing funds.

#### Pepsi-Cola; Atlanta, GA

Merchandiser

Summers 1998 - 1991

A division of PepsiCo. Managed and worked "bulk" (large grocery) route consisting of Kroger, Cub Food, Big Star, Drug Emporium, and A&P stores. Job was critical in subsidizing college expenses. Developed loyal customer base through client contact and negotiation.

# **Christopher Bove Chief Operating Officer**

#### Education

Master of Science, Business Organizational Management

University of LaVerne; LaVerne, CA Elmendorf Air Force Base; AK, 1998

**Bachelor of Science, Engineering Management** 

United States Military Academy; West Point, NY, 1995



#### **Military Service**

**United States Army** 

Second Lieutenant Military Intelligence Officer Fort Huachuca, AZ / Fort Richardson, AK

1995 - 1997

Ranked in top 5% of class from Military Intelligence Officer Basic Course. Received highest possible ratings while holding this position. Honorably discharged.

## Professional Experience

Correct Care Solutions, Nashville, TN

**Chief Operating Officer** 

2017 - Present

Responsible for leading and coordinating the efforts of all CCS divisions.

President, Local Detention Division

2011 - 2017

Responsible for the success of the operational support team and all county/municipal contracts. Managed all aspects of operational support from contract initiation to daily contract operations. Ensured standards of care were met and overall expenses were within established budgets. Provided strategic planning and direction within the operations team.

#### Southern Land Company; Franklin, TN

**Chief Operating Officer** 

2000 - 2010

Responsible for business development, turnaround management, and revenue optimization and cost reduction. Streamlined company operations and construction project management while taking ownership of all commercial construction programs and initiatives. Defined and aligned corporate planning, budgets, and culture in conjunction with the CEO and President. Functioned as CFO and managed relationships with banks, equity partners, inventors, and property management organizations. Oversaw cash flow reviews, audits, and corporate insurance. Developed and implemented strategies to improve efficiency, reduce costs, and optimize asset management and resource allocation.

#### Sudsbury's & sons; Eagle River, AK

**Operations Manager** 

1998 - 1999

Responsible for cost containment, resource management, and personnel management. Provided strategic direction and maintained integrity in organizational/office operations, including construction for six residential developments. Improved banking relationships and directed hiring, training, and evaluation as well as led internal construction management teams. Developed cost control measures and managed subcontractor relationships.

#### **Brad Dunbar**

### **Executive Vice President, Local Detention Division**



#### **Education**

#### **Accounting**

The University of Texas at Arlington - College of Business Administration, 2002

#### BBA

The University of Memphis, 2001

### Professional Experience

#### Correct Care Solutions, LLC, Nashville, TN

Executive Vice President, Local Detention Division November 2017 - Present

Vice President and Corporate Controller January 2017 - November 2017

Vice President of Accounting June 2016 - January 2017

#### **PricewaterhouseCoopers**

Assurance Senior Manager September 2014 - June 2016

Director of Finance and Operations February 2013 - September 2014

Assurance Senior Manager December 2003 - February 2013

- Worked in multiple offices during tenure with PwC, including Dallas, TX, Memphis, TN, San Jose, CA, and Nashville, TN. Also performed rotation in Geneva/Lausanne Switzerland working with global assurance clients
- Plan, budget and execute audits of public and non-public entities in a variety of industries including manufacturing, retail and consumer, and professional services
- Manage and supervise teams during execution of audit plans for new / recurring engagements
- Coordinate and execute internal consultations with professionals in Risk Management, SEC Services, and Accounting Consulting Services to drive resolution on key technical issues, including derivatives, leases, revenue recognition and discontinued operations
- Assist clients with transactions involving filings with the SEC, including IPOs, Form S-4, 144A filings, Form-10 and Form 20-F
- Prepare and deliver presentations to Audit Committees, Board of Directors and other key audiences
- Instructor of various technical courses to all staff levels; received consistently high internal performance ratings offered by PwC throughout career

Rotation in PwC's Center for Advanced Research May 2009 - May 2010

 Performed one year rotation in PwC's Innovation Office to assist in the development of tools and techniques which leverage technology and data to improve audit efficiency and effectiveness in client service

- Focused research and development efforts on internal audit processes including risk based data-driven analyses used for client business optimization and work-flow improvement
- Worked on other operational efficiency projects focused on forensic investigation techniques, SAS 99 data analyses using GL and sub-ledger data, irregular broker/dealer trading patterns, Integrated multi-location fee reporting and collaboration techniques for improving client relationships

Assurance - Lausanne Switzerland May 2007 - May 2009

- Developed, delegated and managed multinational risk based approach to carve out project for formation of \$3+ billion joint venture with another public company
- Responsible for coordination of annual and quarterly audit activities among 18 worldwide full scope entities for PwC Global 50 client and assisting with the resolution of technical issues under IFRS and US GAAP
- Contributed to various audit and accounting activities surrounding a client's spin off from its former parent Company and the related SEC filings
- PwC point of contact for consolidation and SEC reporting functions of client's finance and accounting teams; developed and lead various assurance activities on the consolidations and financial reporting cycles for SOX and financial statement audits
- Led consultations on various technical issues with US and Swiss National offices
- Performed as an Internal Quality Reviewer for PwC Switzerland to monitor audit and accounting compliance in accordance with international and domestic regulatory standards and firm requirements

# Carl J. Keldie, MD, FACEP Chief Clinical Officer



#### **Education**

- Flexible Internship, Carraway Methodist Medical Center, Birmingham, AL, 1978 1979
- Doctor of Medicine, University of South Florida College of Medicine, 1975 1978
- BA, Biology, University of South Florida, 1971 1975

### Professional Experience

- Chief Clinical Officer Correct Care Solutions May 26, 2015 Current
- Correctional Healthcare Consultant September 2013 Current
- Clinical Assistant Professor, Department of Surgery, Division of Correctional Medicine Nova Southeastern University, College of Osteopathic Medicine October 2013 - Current
- Health IT Physician Consultant: December 2013- September 2014: Electronic Medical Record Deployment for Community Health Services.
- Clinical Reviewer/Physician Liaison Vanderbilt University Medical Center for Patient and Professional Advocacy October 2013 – April 2014

Providing physician overview for coding and analyzing surveillance data in PARS, the Patient Advocacy Reporting System, to identify unnecessary variation in safety and quality outcomes.

- Chief Medical Officer, Corizon, Brentwood, TN December 2011 March 2013.
   Chief Medical Officer of one of the nation's largest inmate healthcare providers, supervises and directs healthcare delivery for contracts covering over 300,000 inmates in 29 states.
- Chief Medical Officer Prison Health Services, Inc., Brentwood, TN, October 2000 June 2011.
   Coordinated an extensive CQI program including the review of over 3,000 sentinel events, standardizing the reporting of process measures and recruiting and placing a Physician Patient Safety Officer.

Developed and deployed a credentialing program which became URAC certified. Launched a Disease Management program for Medical, Psychiatry, and Infectious Diseases with a focus on Hepatitis C and HIV disease program.

Shaped a utilization management program using InterQual software to provide prospective, concurrent and retrospective Utilization Management.

Chaired the multidisciplinary Pharmacy and Therapeutics Committee responsible for formulary management of over 250,000 inmate patients over a 10 year period. Provided oversight for telemedicine service at over 120 facilities in 15 states.

 InPhyNet Hospital Services (formerly Emergency Medical Services Associates, Inc.), Ft. Lauderdale, FL, 1982 – 2000.

Provided point of care emergency medicine in 14 states. Provided supervision for care delivered in over 20 states.

Supervised service provided to Department of Defense beneficiaries in Army, Navy, Air Force and Marine facilities.

Regional Medical Director for South Broward Hospital District in Hollywood Florida providing direct patient care and supervising care for over 200,000 ED visits per year at 3 Adult Emergency Departments, 2 Pediatric Emergency Departments and an Acute Psychiatric facility.

National Health Service Corps: Rural Manpower, Shortage Area, Smithfield, NC, 1979 – 1982.

### Professional Licenses and Certifications

- Medical Licensure in Florida, North Carolina, Michigan
- American Board of Emergency Medicine, Re-Certification in 2000 and 2011: Current through December 2021
- Certified Correctional Health Professional, 2008
- Fellow Society of Correctional Physicians, 2015
- American Society of Professionals in Patient Safety (ASPPS)
- Just Culture Certification

# **Professional Associations**

- Fellow American College of Emergency Physicians
- American Medical Association
- Society of Correctional Physicians
- American Correctional Association
- National Commission on Correctional Health Care

# Cassandra Newkirk, M.D.

# **Vice President/Chief Clinical Officer**



Education	Internship in Pediatrics Howard University Hospital
	Doctor of Medicine
	University of North Carolina
	Master of Business Administration, Health Care Management Regis University
	Bachelor of Science in Black Studies Duke University
Licensure	<ul> <li>Active – Florida</li> <li>Active – New York</li> <li>Active – New Jersey</li> <li>Active – Pennsylvania</li> <li>Inactive – North Carolina</li> </ul>
	Inactive - Georgia
Professional Experience	Correct Care Solutions, Boca Raton, FL Vice President/Chief Clinical Officer 2006 – Present Provide direction and oversight to physicians and psychiatrists at GEO Care facilities nationwide.
	Director of Correctional Mental Health Services 2005 - 2006
	Private Practice General Adult and Forensic Psychiatry 1982 - 2005 Responsibilities: Supervision of Mid-levels, Chronic Care Clinics, Infirmary Care.
	Prison Health Services, Inc.  Medical Heath Director – Riker's Island Penitentiary 2003 – 2005
	Regional Behavioral Health Medical Director 2000 - 2003
	Edna Mahan Correctional Facility for Women Chief Psychiatrist/Psychiatrist 1998 - 2000
	Bridgewater State Hospital  Member of Technical Assistance Team (Suicide prevention/intervention policies/practices) 2000
	Los Angeles County Sheriff's Department Psychiatric Consultant 1999
	National Commission on Correctional Health Care Site Surveyor 1997 – 2003

#### **Arkansas Department of Community Punishment**

Member of Technical Assistance Team, Civigenics (CSAT grant) 1996

#### **National Women's Resource Center**

Facilitator for Community Team Training Institute 1996

#### **Georgia Department of Corrections**

Deputy Commissioner of Offender Services 1993 – 1995

Director of Psychiatric Services 1992 – 1995

Consulting Psychiatrist 1982 – 1989

1990 – 1992

#### **Emory University School of Medicine**

Assistant Professor of Psychiatry 1982 – 1992

#### **Morehouse School of Medicine**

Assistant Clinical Professor of Psychiatry 1982 – 1994

#### **United State Virgin Islands Division of Mental Health**

Consulting Psychiatrist 1991

#### Ramsay Health Care, Inc.

Consultant 1991 – 1992

#### Georgia Regional Hospital at Atlanta

Medical Director, Forensic Psychiatry Unit 1989 – 1990

#### **Dekalb County Jail**

Consulting Psychiatrist 1990

#### **Correctional Mental Health Associates**

Consulting Psychiatrist 1988 – 1990

#### **Atlanta Youth Development Center**

Consulting Psychiatrist 1986 – 1988

#### **Fulton County Jail (Correctional Medical System)**

Mental Health Director 1983 – 1984

#### **Atlanta Job Corps**

Consulting Psychiatrist 1982 - 1984

## Uduakobong Ikpe, PhD, JD

# **Regional Behavioral Health Manager**



#### Licensure

- Psychology: Kansas #2070 Tennessee #3330 Louisiana #1447 Florida # 9728;
- Law: Florida Bar 86493

### Professional Experience

#### Correct Care Solutions, LLC, Nashville, Tennessee

Regional Behavioral Health Manager for Local Detention Division 2017 – Present

Collaborates closely with operational leaders to provide clinical oversight, case consultation, training and onboarding, and suicide prevention programmatic tools to site behavioral health staff at the facility. Dr. Ikpe is responsible for training, onboarding, and supervising behavioral health staff; ensuring compliance with contract requirements, accreditation standards, patient safety initiatives, with a focus on suicide prevention; and policies and procedures.

#### Regional Behavioral Health Manager

2015 - 2017

Provided behavioral health (BH) clinical oversight to ensure quality patient care at correctional facilities within the region including contracts in the Louisiana Juvenile Justice System, Arkansas Prison System, Shelby County, TN Jails, and Correct Care Recovery Solutions (forensic hospitals. Supervised BH staff to maximize productive service provision. Traveled to various facilities to provide clinical coverage. Participated in a multidisciplinary team in order to meet the treatment needs of the patients' served. Evaluated documentation and treatment plans authored by master's and doctoral-level BH clinicians via the peer review process. Completed credentialing for all BH staff. Developed and reviewed BH policy and procedures for the corporation including suicide prevention, gender dysphoria, segregation, and BH screenings. Oversaw the implementation of policies and procedures for BH at various facilities/sites. Reviewed BH portions of contracts and requests for proposal (RFPs) for bidding purposes by the corporation; Conducted psychological autopsies and participated in mortality/morbidity review boards. Reviewed Gender Dysphoria evaluative reports written by doctoral-level BH professionals for treatment planning.

#### Corizon Health, Lansing, Kansas

Clinical Supervisor, Lansing Correctional Facility 2012 – 2015

Oversaw provision of behavioral health services to inmates in a maximum, medium, and minimum security setting. Provided clinical supervision for a team comprising 16 master's level BH professionals, four activity therapists, three psychiatry members, and discharge planning. Collaborated with the facility Department of Corrections representatives/wardens in the implementation of an expanded BH unit and a BH treatment unit for restrictive housing inmates. Provided statewide supervisory coverage for BH coordinators positions. Reviewed facility BH policy and procedures; oversaw implementation of the facility's/contracted BH policies and procedures. Acted as coordinator of the workgroup focused for implementation of the state's BH restrictive housing program. Responded to grievances filed with the state by inmates and, to inquiries by the state regarding high risk/need inmates. Developed BH plans to better manage/meet the BH needs of inmates along with the medical and security staff. Acted as part of a multidisciplinary team (security/facility representatives, medical, and BH) used to meet the psychosocial needs of inmates to include: hunger strikes, self-injurious behaviors, & refusal of medical treatment. Assisted the state's forensic psychologists by completing forensic reports on risk of recidivism in sex offenders to avoid a system backlog. Acted as due process hearing officer for transfers to psychiatric correctional facility. Provided diagnostic clarification for inmates, and assisted in the provision of service when short-staffed.

(continued)

#### Lubbock Regional Mental Health Mental Retardation Center, Lubbock, Texas

Postdoctoral Fellowship

2011 - 2012

Conducted forensic evaluations and wrote reports to include competency to stand trial and criminal responsibility evaluations; provided courtroom testimony as a forensic services treatment provider; led competency restoration individual sessions; participated in Lubbock County Court Mental Health Docket, and treatment team and program development meetings for the Lubbock County Detention Center; provided supervision to master's level psychology practicum students in clinical and forensic psychology; provided trainings to attorneys and correctional officers regarding working with the mentally ill offender; and taught upper-level undergraduate psychology course.

#### Private Practice of Robert Morgan, Ph.D., Lubbock, Texas

Psychologist

2011-2012

Conducted forensic evaluations to include competency to stand trial and criminal responsibility evaluations; led competency restoration individual sessions, all accompanied with written reports to the court.

#### **Education**

#### **Postdoctoral Fellowship**

StarCare Healthcare System (formerly known as Lubbock Regional Mental Health Mental Retardation Center), Lubbock, Texas, 2011 - 2012

#### Ph.D., Clinical Psychology

Nova Southeastern University, Ft. Lauderdale, Florida, Concentration: Clinical Forensic Psychology (GPA: 3.93/4.0), 2010

#### **Dissertation Defense**

An investigation into the constructs that determine competence to stand trial from the perspectives of mental health and legal professionals. Committee Chairperson: David Shapiro, Ph.D., ABPP, 2010

#### **Juris Doctorate**

University of Miami School of Law, Coral Gables, Florida, 2010

#### M.S., Clinical Psychology

Nova Southeastern University, Fort Lauderdale, Florida, 2006

#### B.A., Psychology

Johns Hopkins University, Baltimore, Maryland, 2002

#### **Publications**

Ikpe, U. N. & Coker, K. L. (2010). Encouraging the use of community involvement and restorative practices as treatment for trauma with black juvenile offenders, Loyola University at Chicago Public Interest Law Reporter, 15, 220 - 228.

#### Andrew D. Walter

# **Regional Senior Vice President**



#### Education

#### **Masters in Business Administration**

Bradley University - Peoria, IL 2007

#### **Bachelor of Arts - Organizational Leadership**

Greenville College - Greenville, IL 2002

#### **Associate of Arts - Paramedic Science**

Belleville Area College - Belleville, IL 1988

#### Certifications

Paramedic, Illinois 1986 - Present

### Professional Experience

#### Correct Care Solutions, Nashville, TN

**Regional Senior Vice President** 

2014 - Present

Provide day-to-day leadership and management that mirrors the adopted mission and core values of the company. Collaborate with the leadership team to develop and implement plans for the operational infrastructure of systems, processes, and personnel designed to accommodate the rapid growth objectives of the company. Motivate and lead a high performance management team; attract, recruit, and retain required members of the executive team not currently in place; provide mentoring as a cornerstone to the management career development program. Act as lead "client-care officer" through direct contact with every client and partner. Responsible for the measurement and effectiveness of all internal and external processes.

#### **Divisional Vice President of Operations**

2010 - 2014

Manage, direct and communicate between the organization and current State Department of Corrections clients to ensure client satisfaction. Work with Business Development to acquire new Department of Corrections contracts in various States, throughout the United States. Provide direction and support to Contract Managers, Regional Directors and other support staff to ensure compliance with NCCHC, ACA and other accrediting organizations.

#### **Regional Director of Operations**

2007 - 2009

Manage, direct and offer oversight to Regional Corporate Office personnel as well as oversight for nine (9) Contract Managers in the field managing 123 sites in 11 different states. Interact and communicate on a routine basis with the client to ensure satisfaction. Travel to various current clients' facilities, to conduct audits of the medical unit and ensure compliance with corporate policies and procedures. Attend tours and pre-bid meetings of potential new clients. Investigate and research employee allegations of misconduct.

Director of Human Resources and Contract Management 2004 – 2007

Manages, directs and evaluates the organization's programs and Human Resources staff by recruiting, selecting, orienting, training, and retaining employees; developing personal growth opportunities; development of Employee Retention Program and Focus Group Training. Oversee the analysis, maintenance and communication of records required by law or local governing bodies or other departments in the organization.

Write directives advising department managers/supervisors of company policies regarding equal employment opportunities, compensation and employee benefits. Responsible for improving employee satisfaction by identifying and responding to concerns; developing moral-building programs. Maintain consistent actions across the organization by initiating, coordinating and enforcing human resources policies and procedures, obtaining senior management buy-in on new programs; developing managers' leadership skills. Consult with legal counsel to ensure that policies comply with state and federal law. Responsible for liaison between administrators and Board of Directors regarding day to day operations of contracts of seven (7) Regional Contract Managers, with 105 total facilities within a eleven (11) state region. Represent management during union contract negotiations. Represent management during meetings with government administrators

#### Wexford Health Sources, Grants, NM

Health Services Administrator

2004

Responsible for the operations of Health Care Unit within the New Mexico Department of Corrections at the Western New Mexico Correctional Facility. Managed an operating budget of approximately \$1.7 million, with supervision of a staff of approximately 16

#### Addus HealthCare Inc., Grants, NM

**Health Services Administrator** 

2003 - 2004

Responsible for the operations of two Health Care Units within the New Mexico Department of Corrections (New Mexico Women's Correctional Facility and Western New Mexico Correctional Facility). Managed budgets of approximately \$2.5 million and \$1.7 million, respectively, and supervised a staff of over 30 between both facilities.

#### Illinois Department of Corrections, Springfield, IL

Chief of Staff

2001 - 2003

Responsible for general oversight of daily operations of a State Agency employing over 14,000 personnel operating 41 facilities statewide with an annual budget in excess of 1.25 billion dollars

#### **Assistant Deputy Director**

2001

Provided senior management oversight of seven facilities located within 19 counties throughout Central, Illinois employing 2,937 persons and housing 10,819 inmates.

# Kim Gerdes, RN Regional Manager



Education	Masters Program Kansas University Medical Center, Kansas City, KS, 1998  Bachelor of Science Degree – Nursing (Summa Cum Laude) Creighton University – Omaha, NE, 1994
Licenses & Certifications	Registered Nurse Chemotherapy Certification
Professional Experience	Correct Care Solutions, Nashville, TN Regional Operations Manager 2010 - Present Provides operational management to facilities in assigned region and manages service contracts according to the agreed-upon terms and conditions for these sites. Responsibilities include, but are not limited to, expense control and monitoring at site level; orientation; oversight of training; site liaison with corporate headquarters, site employees and independent contractors; and enforcement of company policies and procedures.  Tecumseh State Correctional Institution, Tecumseh, NE Director of Nursing 2005 - 2010 Responsibilities included, but were not limited to, scheduling nursing staff according to contractual requirements; hiring and supervising nursing and ancillary staffs; providing in- service training and MRSA continuing education; budget monitoring; served as Acting HSA during HSA absences; and assisted in the successful transition from CMS to CCS in 2005. Was awarded the CCS Director of Nursing of the Year in 2006.  Corizon Health (formerly CMS) Tecumseh State Correctional Institution, Tecumseh, NE Director of Nursing 2002 - 2005  Alegent Health; Omaha, NE Critical Care/ICU Registered Nurse 1999 - 2001 Provided care for critically ill patients; involved in recover of post-op patients; managed patients on life support, i.e., vents, cardiac balloon pumps, IV drips; and worked collaboratively with physicians of various specialties.  Registered Nurse Experience Nemaha County Hospital; Auburn, NE, 1998 - 1999 Evening Supervisor  VA Medical Center; Omaha, NE, 1993 - 1999 Provided med-surg nursing, vascular surgery nursing, and ICU nursing.

# Margo Jacobson Geppert, MD Regional Medical Director



Education	Residency Training
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University of Colorado Health Sciences Center Poudre Valley Hospital, Ft. Collins, CO

#### **Doctor of Medicine**

University of Iowa College of Medicine, Iowa City, IA

#### BA, Zoology

University of Iowa, Iowa City, IA

# Licensure & Certifications

American Board of Family Medicine Medical License, State of Colorado

Healthcare Provider CPR (American Heart Association)

### Professional Memberships

Society of Correctional Physicians American Academy of Family Physicians Colorado Academy of Family Physicians Colorado Medical Society

**Northern Colorado Medical Society** 

#### **Appointments**

#### **University of Colorado Health Services Center**

Assistant Clinical Professor, Department of Family Medicine (2003-2006)

## Professional Experience

#### Correct Care Solutions, LLC, Nashville, TN

Regional Medical Director

10/2014 - Present

Responsible for clinical management and oversight of contracted sites in the States of Colorado, Kansas, Missouri, Nebraska, Nevada, and Wyoming.

#### Medical Director

Weld County Jail

1/2006 – 11/2015

Site physician with responsibility for overseeing the medical aspects of the facility's healthcare program and guiding medical services and chronic care clinics. Responsibilities include direct delivery of healthcare services and treatments, and supervision of medical and clinical staff.

#### **Medical Director**

Larimer County Jail

11/2003 – 12/2014

Site physician responsible for the medical aspects of the facility's healthcare program and guiding medical services and chronic care clinics. Responsibilities included direct delivery of healthcare services and treatments, and supervision of medical and clinical staff.

#### CLS Plasma Services, Ft. Collins, CO

Center Medical Director 1999 – 201**4** 

#### **Private Practice**

- Independent Contractor, Local Locum Tenens, 1997-Present
- Independent Contractor, Harmony Urgent Care Center, Poudre Valley Hospital, 2003-2011
- Big Thompson Medical Group, Loveland, CO, 2000-2003
- Partner, Harmony Medical Center (formerly, Shores Family Practice), Ft. Collins, CO, 1993-1996; 1987-1993
- Associates in Women's Health Care, Ft. Collins, CO, 1986-1987

Community Outreach	Inter-Agency Monthly Meetings 2004-2014 Participated in monthly meetings with representatives of Police, Sheriff, Hospital Emergency Department, Adult Protection, Mental Health, Detox, Crisis Center, and Housing agencies to manage/aid frequent uses of resources.  Faith Family Hospitality Participates in church group to personally host homeless individuals and families.
Other Activities	Medical Spanish, Denver Medical Society, 3/2013 Medical Spanish Immersion Course  Medical Spanish, Common Group International, 2000-2009 Various classes

# Scott C. Wilson, LCP Regional Behavioral Health Manager



Emporia State University, Emporia, KS, 1994

#### **Bachelor of Science**

Drake University, Des Moines, IA, 1991

# Licensure & Certifications

#### Licensed Clinical Psychotherapist (LCP), Kansas Level of Service Inventory-Revised (LSI-R) Trainer

### Professional Experience

#### Correct Care Solutions, Nashville, TN

Regional Behavioral Health Manager

2014 - Present

Responsible for the clinical and administrative oversight of CCS mental and behavioral health programs in contracted sites. Responsibilities include, but are not limited to, review and implementation of policies based on contractual needs and accreditation standards, oversight of Comprehensive Quality Improvement to ensure compliance, review and assessment of significant clinical events, and on-site coverage for mental health professionals, as needed.

Behavioral Health Coordinator

Kansas DOC, El Dorado Correctional Facility

2001 - 2014

Clinically and administratively supervised Mental Health Professionals completing evaluations of committed adults and remanded juveniles newly committed by the court system. Provided supervision and clinical oversight of mental health treatment of incarcerated males, including remanded juveniles, in segregation and the general population. Other responsibilities included staff development and training.

#### **Butler County Jail, El Dorado, KS**

Mental Health Professional

2005 - 2007

Provided therapy, crisis intervention, diagnosis, psychological assessment, and cases management for adult and remanded juveniles. Additional responsibilities included training correctional staff.

#### Winfield Correctional Facility, Winfield, KS

#### **Prison Health Services**

Mental Health Coordinator

6/1998 - 12/2000

Provided clinical and administrative supervision to mental health staff and oversight of mental health services.

#### Kaw Valley Center, Winfield, KS

Therapeutic Case Manager

1/1998 - 12/1999

Provided diagnostic assessment and therapeutic services to juveniles and families involved in foster care and family preservation systems. Duties also included clinical supervision for staff working toward licensure.

#### El Dorado Correctional Facility, El Dorado, KS

Mental Health Professional

1994 - 1997

Provided group and individual therapy, crisis intervention, diagnosis, psychological assessment, and case management services for inmates in maximum custody and special management facility.

# Connie Rachelle Nelson, RN, BSW, BSN

# **Health Services Administrator**



Licensure	Registered Nurse, Nebraska license #66037 through October 31, 2018
Certification	Basic Life Saving for Healthcare Workers (BLS) through January 2018
Professional Experience	Correct Care Solutions, Nashville, TN Health Services Administrator for Lancaster County Youth Services Center
·	<ul> <li>2011 – Present</li> <li>All duties for the PRN RN position below along with the following additional responsibilities:</li> <li>Manage contract with Lancaster County</li> </ul>
	<ul> <li>Staff scheduling, education, hiring, recruiting, terminating</li> <li>Monthly statistical reports, review quarterly billing</li> </ul>
	Assist with contract negotiations for pharmacy and medical suppliers
	<ul> <li>Coordinate care with security staff, educational program staff, counseling, probation, DHHS guardians, attorneys, law enforcement, outside providers, and our company providers</li> <li>Communicate with all involved parties within the limits of HIPAA</li> </ul>
	Train custody staff     Coordinate psychiatric care in callaboration with the ensite LIMHER.
	<ul> <li>Coordinate psychiatric care in collaboration with the onsite LIMHPs</li> <li>Manage all medical records</li> </ul>
	On-call 24/7 to assist officers with healthcare needs of youths
	<ul> <li>Supervision and training of RNs, LPNs, Medication Aides, and custody staff</li> </ul>
	Understand the usage and side effects of all medications, mostly psychotropic
	Coordinate hospital transfers for psychiatric and other all medical needs
	Registered Nurse, PRN
	2011 – 2012
	<ul> <li>Administer medication to youths</li> <li>Perform intake assessments and discharges</li> </ul>
	<ul> <li>Advocate for youths with teachers, staff, and other disciplines inside and outside the facilit</li> </ul>
	<ul> <li>Assess injuries, health complaints, and acute and chronic health conditions</li> </ul>
	Manage and coordinate all healthcare services for youths
	Concentra
	Registered Nurse (On-site)
	2010 – 2012
	Provide on-site health screenings, vaccinations, TB tests      The standard and standard an
	<ul> <li>Educate employees about screenings or other services provided</li> <li>Coordinate on-site set-up and teardown.</li> </ul>
	Train agency staff
	Transport and maintain supplies on-site
	TLC Staffing
	Registered Nurse
	July 2010-September 2012
	Assess and manage care of clients with varying acuity levels and health conditions at
	<ul> <li>various hospitals and LTC facilities as a charge nurse and staff nurse</li> <li>Experience with telemetry, ECGs, outpatient surgical, respiratory &amp; cardiac care, end-of-life</li> </ul>
	care, pediatrics, mother/baby, accessing PICCs & ports, wound VACs, etc.

#### **Elite Professionals Home Care Company**

Registered Nurse/Case Manager

2008 - 2010

- Coordinated care for 30 clients with various acute and chronic disease processes
- Completed all OASIS forms and 485s to meet insurance and state deadlines
- Educated, trained, and supervised CNAs, LPNs, and RNs
- Performed ventilator management, PICC and port management, medication administration, blood collection, wound cares, assessments, teaching, wound VACs, etc.
- Coordinated staffing and patient visits

#### **Madonna Rehabilitation Hospital**

Staff Registered Nurse—Ventilator Assistance/Special Needs Unit and other units 2007-2008

- Assessed and managed three to nine clients with varying acuity levels and health conditions including many ventilator-dependent clients
- Organized, directed and delegated care for pediatric and adult clients with multiple diagnoses frequently including chronic respiratory compromise or respiratory failure
- Maintaining IV and PICC access, medication delivery, assistance with ADLs, wound VACs, various dressing changes, maintaining skin integrity and many other duties
- Collaborated with a multidisciplinary team for client care and rehabilitation

#### **Education**

#### MSN/MBA Candidate

Nebraska Wesleyan University, Lincoln NE, Currently enrolled

#### **Bachelor's of Science Nursing**

Union College, Lincoln, NE, May 2007

#### **Bachelor's of Social Work**

Union College, Lincoln NE, 1992

# Wauneta I. Kempf, APRN, MSN, FNP-C

# **On-Site Medical Director**



Objective	Primary care provider as a Family Nurse Practitioner working in collaboration with a physician to provide nursing and medical services to individuals, families, and groups through the diagnoses, treatment, and management of acute episodic and chronic illnesses with an emphasis on health promotion and disease prevention.
Licensure	Registered Nurse, Nebraska license #66037 through October 31, 2018
Certification	Advanced Practice Registered Nurse, Nebraska License # 110679  AANP National Certification as a Family Nurse Practitioner, certification # F1003085
Professional Experience	Correct Care Solutions, Nashville, TN  APRN, Nurse Practitioner, Lancaster County Youth Services Center, Lincoln, NE, 2010 – Present
	Aseracare Hospice: Beatrice & Lincoln Agencies, APRN, Nurse Practitioner, 2010 – 2017
	Beatrice Internal Medicine, Rural Health Clinic, APRN, Nurse Practitioner, 2010 – Present
	Advanced Correctional Healthcare: Gage, Jefferson, Seward & Saunders Co. Jails, NE APRN, Nurse Practitioner, 2009 – Present
	NE House Call Physicians: STI, Refugee, G.A. Clinics, Lincoln/Lancaster Co. Health Dept. APRN, Nurse Practitioner, 2007 – 2013
	NE House Call Physicians: Madonna Rehabilitation Center APRN, Nurse Practitioner, 2010 – 2010
	Homestead Healthcare & Rehabilitation Center, Lincoln, NE
	<ul> <li>APRN, Nurse Practitioner, 2006 –2010</li> </ul>
	RN & APRN, Occupational Health Nurse
	RN, Charge Nurse, Long Term Care
	<ul> <li>RN, Clinical Manager, Long Term Care</li> <li>RN, Charge Nurse, Medical/Surgical Unit</li> </ul>
Education	Master's of Science in Nursing, Family Nurse Practitioner Clarkson College, Omaha, NE, 2003
	Bachelor's of Science in Nursing
	Clarkson College, Omaha, NE, 1994
	Diploma Registered Nurse
	Methodist School of Nursing , Omaha, NE, 1985
Publications	Manuscript on <b>Gastroesophageal Reflux Disease (GERD)</b> , published in the January 2004 issue of <i>ADVANCE for Nurse Practitioners</i>

#### References

Don C. Weldon, M.D. Beatrice Internal Medicine Rural Health Clinic 4800 Hospital Parkway Beatrice, NE 68310 402-228-3545 Norman Johnson, M.D. Advanced Correctional Healthcare 3922 W Baring Trace Peoria, IL 61615-2500 866-719-8100

Arif Sattar, M.D. NE House Call Physicians, P.C. 6891 A Street, Suite 210, PMB #286 Lincoln, NE 68510 402-730-6870 Matt Romshek, E.D. Homestead Healthcare & Rehab. 4735 South 54th Street Lincoln, NE 68516 402-488-0977

### Charles L. Zaylor, D.O.

### **Psychiatrist**



#### Summary

Widely published researcher, teacher, and psychiatric practitioner with 17 years of correctional psychiatric experience.

#### **Licensure/Certifications**

- Kansas, 05-22794, issued June16, 1989
- Missouri, R5E65, issued December 28, 1984
- South Carolina, DO 1144, issued April 5, 2008
- Indiana, 02003269A, issued October 28, 2007
- Maine, DO2473, issued August 24, 2014
- Oregon, DO171700, issued July 30, 2015
- Nebraska, 1042, issued October 1, 2013
- Tennessee, DO00000002566, issued March 5, 2014
- Wisconsin, 61747-21, issued January 7,2014
- Board Certification, American Osteopathic Board of Neurology and Psychiatry, 2006present

#### **Professional Experience**

#### **Correct Care Solutions, Nashville, TN**

**Regional Psychiatry Director** 

2013 - Present

Provide psychiatric services to the Wyandotte and Johnson County adult and juvenile detention facilities. Provide direct patient care via telemedicine to jail facilities throughout the jail division. Provide peer review, consultation and supervision to psychiatric and midlevel practitioners and provide formulary management across the Jail Division. The jail division comprises more than 200 jails throughout the U.S.

#### **Regional Psychiatry Director**

2006 - 2013

Develop and maintain Telepsychiatry services nationally for CCS, including Kansas and the Kansas Department of Corrections. Overall supervision and direction of psychiatric and midlevel practitioners for the Kansas Department of Corrections. On average, there are 8,000 adults incarcerated within the Kansas Department of Corrections.

- Provided onsite psychiatric care and consultation at various prisons.
- Assisted all psychiatric, midlevel practitioners and mental health professionals with difficult cases and patient care management.
- Assisted in development and maintenance of policy and procedure for delivery of mental health care.
- Chaired involuntary medication and due process hearings for the transfer of patients to Larned Correctional Mental health facility in Larned, Kansas.
- Member of CCS corporate Medical Executive Committee.
- Aided in developing CCS behavioral health programs.
- Developed and managed corporate formulary for psychotropic drugs, including managing
  the use of psychotropic medication, within the Kansas Department of Corrections and the
  Kansas Juvenile Authority. Combined formulary management and ongoing education of
  staff regarding evidence based clinical practice to provide cost affective psychiatric care.
- Collaborated with corporate administrative staff, site staff and contract monitors for the Kansas Department of Corrections and Juvenile Justice Authority to ensure contracted services are being provided and are appropriate.
- Overall supervision of psychiatric practitioners for Wyandotte and Johnson County jails.
   Provide on-site consultation and psychiatric care at both sites.
- Overall supervision of Psychiatric and midlevel practitioners for the Kansas Juvenile Justice
  Authority, which operates two juvenile correctional facilities with a combined average
  population of 334 male and female youths. Provide onsite consultation and psychiatric
  care at both sites.

Psychiatrist at Lansing Correctional Facility, Lansing, KS 2003-2006

Responsible for the psychiatric care of 2,500 inmates at a maximum, medium and minimum setting within the Kansas Department of Corrections. Included patient care in an outpatient and infirmary setting.

#### Prison Health Services. Lansing, KS

Psychiatrist at Lansing Correctional Facility, , 2000-2003

Responsible for the psychiatric care of 2,500 inmates at a maximum, medium and minimum setting within the Kansas Department of Corrections. Included patient care in an outpatient and infirmary setting.

# The University of Kansas School of Medicine - Department of Psychiatry & Behavioral Sciences University of Kansas Medical Center, Kansas University Physicians, Inc.

- Clinical Assistant Professor, 1995-2000
- Medical Director Telepsychiatry, 1995-2000
- Medical Director Adult Partial Hospital, 1995-2000
- Medical Director Adult Outpatient Psychiatry, 1997-2000
- Medical Director Crisis Stabilization Center, 1997-2000

#### **University of Kansas Medical Center Committees**

1995 to 2000

- Member of Medical Director's Council
- Patient Care Division Committee for Psychiatry
- Residency Review Committee for Psychiatry
- Department of Psychiatry's Management Committee
- Patient Care Unit Committee for Adult Psychiatric Partial Hospital
- Physician Liaison Group

### Prairie View Hospital Mental health Center, Newton, KS

1989-1995

- Medical Director, Inpatient and Partial Hospital
- Chief of Staff and member of the Executive Board of Clinical Staff

#### North Central Missouri Mental Health Center, Trenton, MO

1986-1989

**Medical Director** 

#### Education

Residency: Psychiatry, University of Kansas Medical Center, Kansas City, Kansas; 1983-1986 Internship: Capital Regional Medical Center, Jefferson City, Missouri; 1982-1983 Medical School: Kansas City University of Medicine and Biosciences-College of Osteopathic Medicine, Kansas City, Missouri, DO degree issued May 1, 1982

## Special Appointments

- Consultant to the American Psychiatric Association Committee of Telemedical Services,
- 1998-2000
- Psychiatric Consultant to the Kansas Board of Healing Arts
- Physician reviewer and member of the Kansas Foundation for Medical Care, Inc. 1999present
- Clinical Assistant Professor of Psychiatry, Kansas City University of Medicine and Bioscience
- 2008-present



CCS respectfully requests that the Lancaster County Youth Service Center treat the following Proprietary Attachments as confidential and proprietary for the reasons indicated below:

#### I. Lancaster County - Proprietary Information

The proprietary information contained in the envelope marked "PROPRIETARY INFORMATION" submitted to Lancaster County with the Technical Proposal is protected from disclosure to the public pursuant to Neb.Rev.St. § 84-712.05(3), as CCS's litigation history, client list, training modules and monographs, and policies and procedures are considered trade secrets. Release of CCS proprietary information would provide a business advantage to competitors and other correctional healthcare service providers, including, but not limited to, Maxim Healthcare, Advanced Correctional Healthcare, Armor, Corizon, Correctional Medical Group Companies (i.e., CFMG, SWCMG, SECMG, NWCMG, and MWCMG), MHM, Naphcare, and Southern Health Parnters.

#### **II.** Litigation History

The CCS litigation history provided in Proprietary Attachment 1 constitutes a trade secret because the CCS litigation history is a compilation of information that has value in not being easily ascertainable and has been a part of exhaustive efforts of CCS in maintaining its confidentiality. CCS's litigation history is non-public data that would be used by competitors of CCS to their advantage in assessing the strengths and weaknesses of CCS. Allowing for the disclosure of CCS's litigation history would also enable competitors to compete unfairly against CCS. The litigation history provides a list of recent litigation, and having access to specific case information would allow competitors to gain information related to specific CCS risk and litigation strategies and provide insight as to how CCS handles its litigation. The litigation history would provide competitors with a roadmap of explicit information regarding pending litigation, allowing competitors an opportunity to misappropriate that information. Without exhaustive efforts involving individual calls to every court clerk in the county, it would be nearly impossible for a competitor to develop this information independently. Competitors would have the opportunity to change their bidding strategies based on perceive exposure of CCS's litigation information. CCS's litigation history is only made available to certain employees in the connection with the performance of their duties for CCS. Further, CCS has made reasonable efforts to maintain its secrecy by marking the information as "proprietary information" when submitting it to not only to Lancaster County, but other counties in which CCS submits proposals. Therefore, CCS's litigation history falls within the definition of a "trade secret" of the sort that would not be subject to disclosure under Neb.Rev.St. § 84-712.05(3), and disclosure of this proprietary information would provide competitors with an actual business advantage.

#### **III. Client List**

The Summary Matrix of Similar Clients (hereinafter "client list") provided in Proprietary Attachment 2 constitutes a trade secret because it includes detailed contact information of actual customers, which is not commonly known by or available to the public. CCS derives substantial economic value from its client list not being known to others. The client list provided to Lancaster County consists of a complete list of all similar clients of CCS at the time of submission. CCS does not make public its client list. CCS is a privately held company, and its client list is not a part of any public filing or otherwise publically available. CCS makes efforts to limit the dissemination of the client information it submitted to



Lancaster County. Complete client information is instead only available to those employees of CCS who have a specific need to know as part of their job duties. The only possible means for a competitor to obtain this information would be to individually contact each juvenile facility nationwide, which would not likely include the depth of information that is included in the client list provided.

Because CCS limits the disclosure of the client list submitted to Lancaster County only to certain persons, does not disseminate it, and does not make it public in governmental filings, it would be nearly impossible for a competitor to develop this information independently. Confidentiality of customer lists have been recognized by the United States District Court for the District of Nebraska, stating that "where time and effort have been expended to identify particular customers with particular needs or characteristics, courts will prohibit others from using this information to capture a share of the market" because "[s]uch lists are distinguishable from mere identities and locations of customers that anyone could easily identify as possible customers." Thrivent Fin. for Lutherans v. Hutchinson, 906 F. Supp. 2d 897, 906 (D. Neb. 2012) (quoting Home Pride Foods, Inc. v. Johnson, 262 Neb. 701, 634 N.W.2d 774, 782 (2001)). The client list submitted to Lancaster County by CCS would be of substantial value to a competitor of CCS. The information would allow a competitor to have a "shopping list" of CCS sites in order to know best how to obtain CCS's business. The client list provides a point of contact with detailed contact information, allowing a competitor to have direct, unrestricted access to CCS's clients. Release of CCS's client list to a competitor would result in substantial competitive harm to CCS by allowing competitors to present themselves in a more favorable light by comparison with CCS than they would otherwise be able to if they were not aware of the client list, thus increasing the chances that prospective clients would choose either those competitors or some bidder other than CCS. Any party or competitor who had all of this information could use it to determine the locations at which it could effectively compete against CCS by leveraging its existing staffing and other resources at locations near those of existing CCS clients to reduce the price it bid for the services when the contracts between CCS and its clients came up for renewal. Therefore, CCS's client list falls within the definition of a "trade secret" of the sort that would not be subject to disclosure under Neb.Rev.St. § 84-712.05(3), and disclosure of this proprietary information would provide competitors with an actual business advantage.

#### IV. Training Modules/Monographs

The Training Modules and Monographs provided in Proprietary Attachment 3, Orientation Checklist in Proprietary Attachment 5, and Annual Training Calendar in Proprietary Attachment 6 constitute a trade secret because these materials are only provided to CCS employees for the purposes of enhancing the performance of its employees. These materials are not made publically available and are only provided to employees who have use of them in the performance of their job duties. The training materials are disseminated to employees, as needed, depending on their function area of work, and only viewed by other CCS employees who are responsible for their creation and maintenance. CCS takes several steps to keep access to its training materials restricted. When CCS is required to submit copies of its training materials in response to a request for proposal, the information is always marked "confidential" or "proprietary," and every protective measure is utilized. Additionally, when CCS is compelled to produce these training materials in the course of litigation, CCS always seeks a protective order from the court to ensure that further dissemination of them does not occur. The training materials represent a large expenditure of time and resources by CCS and its employees. Each individual training material goes



through a creation process which takes time and input from distinct parties and areas of the operation, including clinical and legal, to ensure that it best meets the needs of the employee. Provision of these training materials to a competitor would permit the competitor to obtain, with no investment, information on CCS's specific methods of training its employees and may highlight to a competitor methods of training that are CCS's advantage. The method by which CCS choses to train its employees and the specific information covered by training materials is one of CCS's unique advantages and provision of such to a competitor would be harmful to the company. Therefore, CCS's Training Modules and Monographs fall within the definition of a "trade secret" of the sort that would not be subject to disclosure under Neb.Rev.St. § 84-712.05(3), and disclosure of this proprietary information would provide competitors with an actual business advantage.

#### V. Sample Policies and Procedures

The sample policies and procedures provided in Proprietary Attachment 4 constitute a trade secret because the policies and procedures, including the samples provided, are not made publically available; rather, they are only provided to employees who have use of them in the performance of their job duties. CCS policies and procedures are not used by every employee within CCS. The policies and procedures are disseminated, as needed, to employees depending on their functional area of work. CCS takes steps to keep access to its policies and procedures restricted. To the extent that they exist in paper versions, those versions are restricted to those employees who must make use of them in the performance of their duties. When CCS is required to submit copies of its policies and procedures in response to a request for proposal, the information is always marked "confidential" or "proprietary," and every protective measure is utilized. Additionally, when CCS is compelled to produce these policies and procedures in the course of litigation, CCS always seeks a protective order from the court to ensure that further dissemination of them does not occur. These policies and procedures are extremely valuable to CCS due to the time and effort expended in their creation. Each policy and procedure goes through a creation process which takes extensive time and input from distinct parties and areas of the operation to ensure that it best meets the needs of the end user. CCS has an entire team whose sole focus is to establish best practices and implement those standards via policies and procedures. CCS policies and procedures are designed based on several years' worth of institutional knowledge and CCS's extensive experience in the field of correctional healthcare. Allowing a competitor to access the expansive data contained in the policies and procedures would allow for a competitor to gain access to CCS's specific methodology and confidential organizational practices. Provision of these policies and procedures to a competitor would permit the competitor to obtain, with no investment, information regarding specific methods of providing health care services and may highlight to a competitor methods of providing care that are CCS's advantage. The existence of certain policies or procedures may highlight an area that is unique to CCS and the provision of such to a competitor would be harmful to the company. Therefore, CCS's sample policies and procedures provided fall within the definition of a "trade secret" of the sort that would not be subject to disclosure under Neb.Rev.St. § 84-712.05(3), and disclosure of this proprietary information would provide competitors with an actual business advantage.



## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 3/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	to the certificate holder in lieu of such endorsement(s).								
PRODUCER  DENISE D. BARNES  OENISE D. BARNES  DEBBIE HOLSTINE									
DENISE D. BARNES USI HEALTHCARE – A DIVISION OF USI SOUTHWEST, INC. 9811 KATY FREEWAY, SUITE 500					PHONE FAX			3-343-5025	
HOUSTON, TX 77024					E-MAIL ADDRESS:				
	•				ADDRESS.	INSURER(S) A	FFORDING COVERAGE	NAIC#	
					INSURER A:		CE SPECIALTY INS. CO, INC	10179	
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	DRRECT CARE SOLUTIONS, LLC 83 MURFREESBORO ROAD, SUITE 5	00			INSURER C:				
	ASHVILLE, TN 37217				INSURER D:				
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	HIRED AUTOS AUTOS						(Per accident) \$N/A		
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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER CONTACT NAME:										
Willis of Tennessee, Inc.				PHONE (A/C, No, Ext): 1~877-945-7378 FAX (A/C, No): 1-888-467-2378						
c/o 26 Century Blvd F.O. Box 305191					E-MAIL ADDRESS: Certificates@willis.com					
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	ct Care Solutions, LLC			<u> </u>	INSURER B: Allied World Assurance Company US Inc				13403	
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	Murfreesboro Rd. Suite 500			<u> </u> -	INSURE	RD:				
Masity	1116, IN 3/21/				INSURE	RE:				
					INSURE	RF;				
COV	ERAGES CER	TIFIC	CATE	NUMBER: W5583426				REVISION NUMBER:		
IND CEI	S IS TO CERTIFY THAT THE POLICIES ICATED. NOTWITHSTANDING ANY RESTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REME AIN, CIES,	NT, TERM OR CONDITION O THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE B	D BY	y contract The policie Reduced by I	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC	OT TO V	VHICH THIS
INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	COMMERCIAL GENERAL LIABILITY		<u> </u>					EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
								MED EXP (Any one person)	\$	
				•				PERSONAL & ADV INJURY	\$	
ļ	SEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
-	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
-			İ					TRODUCTO COMPONIA	\$	
	OTHER:							COMBINED SINGLE LIMIT	s	2,000,000
I ⊢	X ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$	_,,,,,,,,
A	OWNED SCHEDULED	Y		BAP 5252136-03		10/01/2017	10/01/2018	BODILY INJURY (Per accident)	\$	
l ⊦	AUTOS ONLY AUTOS HIRED NON-OWNED					10,01,101.	20,02,2020	PROPERTY DAMAGE	\$	
-	AUTOS ONLY Ded: \$250,000 AUTOS ONLY							(Per accident)	*	
	×								\$ .	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$							I Den 1 Love	\$	
	/ORKERS COMPENSATION ND EMPLOYERS' LIABILITY							× PER STATUTE OTH-		
A A	NYPROPRIETOR/PARTNER/EXECUTIVE	N/A	Y	WC5252134-03		10/01/2017	10/01/2018	E.L. EACH ACCIDENT	\$	1,000,000
(1	Mandatory In NH)	,,		#C5252154 V5		10,01,201,	10/01/2010	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
lif E	yes, describe under ESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Аγ	Orkers Compensation - Retro		Y	WC5252135-03		10/01/2017	10/01/2018	Each accident	\$500,0	00
E	mployer's Liability							Disease-policy limit	\$500,0	00
1	imits Per Statute							Disease-each employee	\$500,0	00
This	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This Voids and Replaces Previously Issued Certificate Dated 03/23/2018 WITH ID: W5574645.									
	County Contract # RFP - 17-235									
SEE .	ATTACHED									
CEDI	TIFICATE HOLDER			,	CANC	ELLATION	····			
CER	OUT OUT TOURS									
					THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA :REOF, NOTICE WILL E Y PROVISIONS.		
AI				OHTUA	RIZED REPRESE	NTATIVE				
	aster County									
	555 South 10th Street				Jan Jall					

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AGENCY CUSTOMER ID: _	
LOC #:	



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

NAIC#: 19489

Willis of Tennessee, Inc. POLICY NUMBER		NAMED INSURED Correct Care Solutions, LLC c/o Theresa Kinzel		
		1283 Murfreesboro Rd. Suite 500 Nashville, TN 37217		
CARRIER	NAIC CODE			
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1	,	
ADDITIONAL REMARKS				

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Lancaster County is included as an Additional Insured as respects to Auto Liability.

Waiver of Subrogation applies in favor of Lancaster County with respects to Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: Allied World Assurance Company US Inc

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LIMIT AMOUNT:

Contractor's Pollution Liability Per Incident

\$1,000,000

Claims Made

Aggregate

\$1,000,000

Policy Number BAP 5252136-03

Endorsement No., 10 (typed 03/23/18 kb)

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. COMMON POLICY CHANGE ENDORSEMENT

Named Insured	Effective Date of Change: 10/01/2017
CCS Group Holdings, LLC	12:01 A.M., Standard Time
Correctional Healthcare Companies, LLC	
Agent Name Willis of Tennessee Inc	Agent No. 77093-000
This endorsement will not be used to decrease	coverages, increase rates or deductibles or alter any terms or
conditions of coverage unless at the sole requi	est of the insured.
COVERAGE PART INFORMATION — Covera	ige parts affected by this change as indicated by 🔀 below.
Commercial Property	
Commercial General Liability	
Commercial Crime	
Commercial Inland Marine	
Commercial Automobile	
The following item(s):	
☐ Insured's Name	Insured's Mailing Address
Effective/Expiration Date	Insured's Legal Status/Business of Insured
Payment Plan	Coverage Forms and Endorsements
Add/Delete Vehicle	Deductibles
Additional Interest	Classification/Class Codes
	· ·
Limits/Exposures	Underlying Exposure/Insurance
Covered Property/Location Description	
is (are) changed to read [See Additional Page	e(s)]
The above amendments result in a change in t	he premiums as follows:
This premium doe	s not include taxes and surcharges.
☑ No changes ☐ To be Adjusted at Audit	Additional Return
Tax a	ind Surcharge Changes
A L PG	
Additional	Return

Policy Number BAP 5252136-03

Endorsement No. 10 (typed 03/23/18 kb)

#### COMMON POLICY CHANGE ENDORSEMENT

Named Insured CCS Group Holdings, LLC Correctional Healthcare Companies, LLC Effective Date of Change: 10/01/2017 12:01 A.M., Standard Time

Agent Name Willis of Tennessee Inc

Agent No. 77093-000

#### POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

It is agreed that form CA 2048 10/13, Designated Insured for Covered Autos Liability Coverage, is amended to include in the schedule the organization shown below.

Lancaster County 555 South 10th Street Lincoln, NE 68508

#### **REMOVAL PERMIT**

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

POLICY NUMBER: BAP 5252136-03

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CCS GROUP HOLDLINGS, LLC

CORRECTIONAL HEALTHCARE COMPANIES, LLC

Endorsement Effective Date: 10-01-2017

#### **SCHEDULE**

#### Name Of Person(s) Or Organization(s):

Lancaster County 555 South 10th Street Lincoln, NE 68508

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

## HEALTH CARE FACILITY LIABILITY POLICY REINBURSEMENT FORM LIMITED COMPANY AUTHORIZED AMENDATORY ENDORSEMENT

POLICYHOLDER: Correct Care Solutions Group Holdings, LLC.

**ENDORSEMENT** 

**EFFECTIVE DATE:** 

12/15/2017

POLICY NUMBER: ES1866

THIS ENDORSEMENT PRODUCED BY THE BROKER AND SENT TO US IS CONSIDERED A PART OF THE POLICY AND MODIFIES THE GENERAL LIABILITY COVERAGE PART OF THE POLICY AS FOLLOWS:

#### Additional Insured

Each entity shown in the Schedule below is included as an additional insured under the above-described Coverage Part(s) of the policy, but only with respect to vicarious liability arising solely and entirely out of the operations of Correctional Healthcare Companies, Inc.

#### SCHEDULE OF ADDITIONAL INSUREDS:

Lancaster County 555 South 10th Street Lincoln, NE 68508

(Ed. 4-84)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.



Bond Number: K08023700

## **Performance Bond**

(hereina firmly b in the m lawful r	ALL MEN BY THESE PRESENTS, that we, Correct Care Solutions, LLC  fter called the "Principal"), and Westchester Fire Insurance Company, (hereinafter called the "Surety"), are held found unto Lincoln-Lancaster County  as Obligee, (hereinafter called the "Obligee"), as Obligee, (hereinafter called the "Obligee"), asximum penal sum of Sixty Three Thousand Seventy Six Dollars and 25/100  Dollars (\$63,076.25), good and noney of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, trators, executors, successors, assigns, jointly and severally, firmly by these presents.
Medica	EAS, the above bound Principal has entered into a certain written contract with the above mentioned Obligee described as:  al Services - Youth Service Center RFP 18-026 dated, contract is hereby referred made a part hereof as fully and to the same extent as if copied at length herein.
WHERI	EAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of only one year.
the Obl	THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Obligee for any and all loss that igee may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contract, then this ion shall be null and void, otherwise it shall remain in full force and effect.
PROVI	DED, HOWEVER, that:
1.	The term of this bond is for the period commencing May 1, 2018 and expiring on April 30, 2019, unless released by the Obligee prior thereto. However, the term of this bond may be renewed for an additional one-year period(s) by the issuance of a Continuation Certificate by the Surety.
2.	Neither nonrenewal by the Surety nor failure of the Principal to provide the Obligee with a replacement bond shall constitute default under this bond.
3.	In the event the Principal shall be declared by the Obligee to be in default under the Contract, the Obligee shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the address in stated in Section 6 below.
4.	The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a.) cure the default; b.) assume the remainder of the Contract and to perform or sublet same; c.) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
5.	The Obligee's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.
6.	All notices, demands and correspondence with respect to this bond shall be in writing and addressed to
	The Surety at: 436 Walnut Street, Philadelphia, PA 19106
	The Principal at: 1283 Murfreesboro Road, Suite 500, Nashville, TN 37217
	The Obligee at: 440 S. 8th Street, Suite 200, Lincoln, NE 68508
SIGNE	D, SEALED AND DATED this 20th day of April , 2018
	BY: (SEAL)
	BY: Pamela Pratt Attorney-In-Fact

# Power of Attorney

#### WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Mark R Duggan, Pamela Pratt, all of the City of Nashville, Tennessee, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 4 day of August 2016.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney . Vice President

COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA ss.

On this 4 day of August, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney ,Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



GOSDAONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
tely Commission Expires Sept. 26, 2018

Kriew Ebranott

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of



William L. Kelly. Assistant Bocretmy

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 04, 2018



### GENERAL SURETY RIDER

To be attached and form a part of

Type of Bond: Class A Contract

Bond No.: K08023700

Dated effective: 5/1/2018

(MONTH, DAY, YEAR)

executed by: Correct Care Solutions, LLC, as Principal,

(PRINCIPAL)

and by: Westchester Fire Insurance Company, as Surety,

(SURETY)

and in favor of: Lincoln-Lancaster County.

(OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	ТО
Expiration Date	4/30/2019	5/31/2019
Effective Date	5/1/2018	6/1/2018

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective 6/1/2018

(MONTH, DAY, YEAR)

Signed and Sealed 5/22/2018 (MONTH, DAY, YEAR)

> Correct Care Solutions, LLC BY: 200-11 PRINCIPAL TITLE

Westchester Fire Insurance Company

Pamela Pratt, ATTORNEY-IN-FACT

# Power of Attorney

#### WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Mark R Duggan, Pamela Pratt, all of the City of Nashville, Tennessee, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 4 day of August 2016.

WESTCHESTER FIRE INSURANCE COMPANY



Stanhan M. Hanny Vine Precident

COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA SS.

On this 4 day of August, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written,



COMMONWEALTH OF PENINBYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
tely Commission Expires Sept. 26, 2018

Park Ebranott

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this

Uliam L. Kelly William L. Kelly, Assistant Becretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 04, 2018.

