AGREEMENT FOR INMATE HEALTH CARE SERVICES

<u>at Lancaster County, Nebraska</u> Effective April 1, 2018 through March 31, 2022

This Agreement for Inmate 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 Department of Corrections (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 Inmates and Detainees adequate medical care while at the Lancaster County Department of Corrections located at 3801 West "O" Street, Lincoln, Nebraska 68528 (hereinafter, "Jail"); and

WHEREAS, the objective of the County and its designated Director is to contract for the delivery of adequate health care to the Inmates and Detainees of the Jail (hereinafter, "Jail 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 Jail 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 #17-235 and RFP #17-235 Addendums (1) (4) are attached as Exhibit C;
- 5) CCS' Final Cost Proposal attached as Exhibit D;
- 6) CCS' Final Technical Proposal attached as Exhibit E;
- 7) CCS' Supplier Response to RFP #17-235;
- 8) CCS' Pricing Proposal for Lancaster ADF RFP 17-235 Attachment 1 Cost Proposal;
- 9) CCS' Tabbed Attachments for Lancaster ADF RFP 17-235;
- 10) CCS' Proprietary Attachments;
- 11) Insurance Certificates and Endorsements.

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

County Inmates/Detainees – An Inmate/Detainee held under the jurisdiction of the County. County Inmates/Detainees may be housed, placed, held or detained in the Jail or in another jurisdiction's

correctional facility. However, County Inmates/Detainees housed in another jurisdiction are not covered by the provisions of this Agreement unless CCS administers health care services at the other jurisdiction's facility and is specifically set forth below.

Covered Persons – An Inmate/Detainee of the Jail who is: (1) part of the Jail's MADP; and (2) Fit for Confinement; and (3)(a) incarcerated in the Jail; or (b) on work release status. NOTE: Covered Persons include Other County Inmates/Detainees for purposes of delivering all health care services and County shall be responsible for all such costs to the same extent as any Covered Person.

Detainee – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pretrial detainee or other individual held in lawful custody.

Fit for Confinement – A determination made by an authorized physician at a Hospital that an Inmate/Detainee is medically stable and has been medically cleared for acceptance into the Jail. 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.

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

Inmate – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

Monthly Average Daily Population (MADP) – The average number of Inmates/Detainees housed in the Jail on a daily basis for the period of one month. The MADP shall include, but separately list, Other County Inmates/Detainees. The MADP shall be figured by summing the daily population for the Jail and Other County Inmates/Detainees (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. Jail records shall be made available to CCS upon request to verify the MADP. Persons on home confinement, housed outside of the Jail, and parolees and escapees shall not be considered part of the Jail's MADP.

NCCHC – The National Commission on Correctional Health Care.

Other County Inmate/Detainee – An Inmate/Detainee under the jurisdiction of another county, state or federal agency, who is being housed in the Jail.

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 Jail 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 2.2 "Scope of Work" of CCS' Technical Proposal in Response to RFP No. 10-235 Medical Services – Adult Correctional Facility issued August 18, 2017. 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 Inmate/Detainee 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 Jail 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 Jail 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 Correctional Facility policy, or poses a threat to the County, its employee, or its inmates. In the event of such determination, the County may require the individual to immediately leave the Correctional 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 Correctional Facilities 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. 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 Correctional 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 Jail 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 Jail 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 Jail 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 Jail 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 Department of Corrections.
 - 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 Jail 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 Jail Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Jail 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 JAIL EMPLOYEES AND VISITORS. CCS shall arrange for on-site first response emergency medical care as required for Jail employees, contractors and visitors to the Jail. 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 Jail. 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 Jail 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 Jail facility during transport to or from the Jail.

ARTICLE V PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 OTHER COUNTY INMATES/DETAINEES. CCS shall be responsible for arranging health care services for Other County Inmates/Detainees to the same extent as Covered Persons. The cost of all other medically-related expenses associated with Other County Inmates/Detainees shall be the responsibility of the County to the same extent as Covered Persons.
- 5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. CCS shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees 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 Inmates/Detainees removed from the Jail, including, but not limited to the services listed in Article I of this Agreement and any other health care related expenses associated with said Inmates/Detainees, unless the Inmate/Detainee is housed in a facility where CCS provides Inmate/Detainee health care services. CCS shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed outside the Jail.

5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED INMATES/DETAINEES. CCS shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the Jail 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 Jail. 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 Jail 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 Jail Population, Jail 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, Correctional Facilities, and Director and their employees, agents and subcontractors shall treat inmate 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.
- 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, Jail and/or Director's records (including medical records) relating to the provision of health care services to the Jail Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Jail Population (to the extent the County, Jail 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 INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. Inmates/Detainees of the Jail shall not be employed or otherwise engaged or utilized by CCS in rendering any health care services to the Jail Population, provided however, that Inmates/Detainees may be used in positions not involving the rendering of health care services directly to the Jail Population and not involving access to Jail Population records in accordance with NCCHC standards.
- 7.3 SECURITY OF THE JAIL 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 Jail Population and Director's staff, consistent with a correctional 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 Jail or other premises under the Director's direction or control. It is understood and agreed that the Correctional Facilities 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 Correctional Facilities are inmate facilities and that matters of institutional safety and security are peculiarly within the area of expertise of the Correctional 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 Correctional 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 Jail, 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 Jail 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 Jail 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 inmates, 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 Correction 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 Jail 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 JAIL POPULATION. It is understood that the Director shall provide for all the non-medical personal needs and services of the Jail Population as required by law. CCS shall not be responsible for providing, or liable for failing to provide, non-medical services to the Jail Population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.

7.9 JAIL 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 (April 1, 2018 – March 31, 2019) of this Agreement. These costs include: (1) the Management Fee, a fixed amount of One Hundred Sixty-Nine and Seven Hundred Twenty-Eight Dollars and No Cents (\$169,728.00), 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 inmate 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 Million One Hundred Ninety-Nine Thousand One Hundred Eighteen Dollars and No Cents (\$2,199,118.00) which includes the Management Fee mentioned above. The total estimated four-year cost, as provided in Exhibit D, shall not exceed Nine Million Two Hundred Thousand Two Hundred and Eighty-Eight Dollars and No Cents (\$9,200,288.00) which includes the maximum annual price adjustments 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 21st of each month, CCS will submit an invoice to the County for Fourteen Thousand One Hundred Forty-Four Dollars and No Cents (\$14,144), which is 1/12th of the management fee, a fixed amount of One Hundred Sixty-Nine Thousand Seven Hundred Twenty-Eight Dollars and No Cents (\$169,728), 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 April 1, 2018 at 12:01 a.m. through March 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 Jail 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 Attachment E.
- 10.1 PERFORMANCE BOND. CCS shall obtain a performance bond in an amount of \$540,000.00 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.
- 11.1 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 Inmates/Detainees at the Jail. 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 Department of Corrections Attn: Director 605 S. 10th Street Lincoln, NE 68508

With a copy to: Lancaster County Board of Commissioners 555 S. 10th 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: Chris Bove					
MAT	Title: Chief Operating Officer					
SHI	Date: March 19, 2018					

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.

^{*}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.

STAFFING MATRIX

Lancaste	r Coui	nty, I	NE - A	DF					
Staffing Matrix							Effective 2/1/2018		
Day Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Health Service Administrator	8	8	8	8	8			40	1.000
Medical Director*		4		4				8	0.200
Mid-Level Provider (NP/PA/ARNP)*	8	8	8	8	8			40	1.000
Registered Nurse	12	12	12	12	12	12	12	84	2.100
Licensed Practical Nurse	20	20	20	20	20	20	20	140	3.500
Certified Medical Assistant	28	28	28	28	28	28	28	196	4.900
Dentist				4				4	0.100
Psychiatrist*	4		4					8	0.200
Mental Health Coordinator/Team Lead MHP	8	8	8	8	8			40	1.000
Mental Health Professional/MSW (Licensed)	10	10	20	10	10	10	10	80	2.000
Administrative Assistant/ Medical Records Clerk	8	8	8	8	8			40	1.000
Total Hours/FTE - Day								680	17.000
Night Shift									
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
Registered Nurse	12	12	12	12	12	12	12	84	2.100
Licensed Practical Nurse	12	12	12	12	12	12	12	84	2.100
Certified Medical Assistant	4	4	4	4	4	4	4	28	0.700
Total Hours/FTE - Night								196	4.900
Weekly Total									
TOTAL HOURS/FTE - WEEKLY								876	21.900
*May substitute one hour of physician time for two hours of mid-level practitioner time,									

or two hours of mid-level practitioner time for one hour of physician time, as necessary and with client approval.

REQUEST FOR PROPOSALS Medical Services - Adult Correction Facility RFP 17-235

Issue Date: August 18, 2017

Closing Date and Time: September 15, 2017 at 12:00 p.m. (CT)

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

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

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.

ADF: Adult Detention Facility

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 Lancaster County responsible for the entire procurement process from initiation to contract administration of the 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.

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

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 Bid/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 Adult Detention Facility (ADF)

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-Bid/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.

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 the delivery and management of correctional healthcare at the County Adult Detention Facility (ADF).

The Owners intend 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:

The Lancaster County Corrections Department operates the Adult Detention Facility which is located at 3801 West "O" Street. The rated population capacity of the ADF is 786. Currently the facility is running an average daily population of 648. The ADF books in approximately 800 arrestees each month or 9,958 total in calendar year 2016. At the ADF, the medical vendor will be responsible to provide on-site health services for all inmates, including sick call. The medical unit at the ADF has a clinic area with several examination rooms, appropriately equipped to see patients, an infirmary for acute medical and mental health patients, a pharmacy room, file/records room, nursing and other offices. Lancaster County has a dental operatory on-site and the Vendor will be expected to provide a dental program with a contracted dentist.

The annual average expenditures by the Department of Corrections for services over the last three years is as follows:

Hospitalization - \$265,500

Pharmacy Costs - \$189,602.00

The average number of inmates seen in Clinic, over the last three years is as follows:

Nurse's Clinic – 14,454 inmates per year.

Nurse Practitioner Clinic – 4,922 inmates per year.

Doctor's Clinic – 586 inmates per year.

Psych. Clinic – 477 inmates per year.

Dental Clinic – 365 inmates per year.

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

Current Contract Information

https://col.ionwave.net/PublicContractDetail.aspx?ctid=120&wid=1&t=ACTI

E. CONTRACT PERIOD

The contract shall be for a period of four (4) years from December 1, 2017 through November 30, 2021 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 five (5) years of experience providing medical care services as described in an ADF of similar size and layout.

The Vendor shall have substantial experience as on on-site primary contractor in the delivery and management of comprehensive institutional healthcare services in an adult jail setting of 500 beds or larger.

The Vendor should have key on-site staff with substantial jail experience in large scale delivery & management of a correctional healthcare system.

The Regional Manager/Area Vice-President overseeing the County contract and directly supervising the site Health Services Administrator must have a minimum of two (2) years of direct hands-on operational experience managing a jail contract in the capacity of Health Services Administrator or an equivalent position.

The Vendor must demonstrate satisfactory recruiting capabilities at attracting qualified clinical candidates and retaining on-site positions.

The Vendor must demonstrate that it has the central or corporate office capability to supervise and monitor the comprehensive healthcare services program and on-site staff to ensure satisfactory service delivery.

The Vendor must have a proven ability to initiate contract start-up in a period prior to contract start (December 1, 2017) which will ensure a seamless transition.

The Vendor shall seek any applicable third party reimbursements for health care services provided to inmates (e.g. Workers Comp. Private Ins., etc.). The Vendor shall return to the County any payments received without deductions or cost.

The Vendor will have site specific policies and procedures in place on the day of contract startup. The county will review all policies and procedures prior to submission for the H.S.A., Medical Director and Department Directors approval and signature.

Medical policies and procedures will be detail oriented to the point a new hire could follow the procedures and successfully adhere to the policy. Policies and procedures will address the standards of NCCHC in a single manual.

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

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

It is the Owner's intent to select the best qualified Vendor based on their statement of qualifications and project approach which best accomplishes the project objectives while incorporating innovative and cost effective methods which will bring best value to the Owners.

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.
- 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.

- 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.

Response by a Vendor who is something 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 authority so 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 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 quoted 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	August 18, 2017				
Pre-Proposal Meeting	August 24, 2017 1:00pm				
Last day to submit questions	September 8, 2017				
Proposal Submittal Deadline	September 15, 2017 12:00 PM CST				
Evaluation period	September 15 - 19				
Short-list Notification (If applicable)	September 19				
Interviews (If applicable)	September 25				
Final Selection	September 26				
Scope of services, negotiations and fee	September 26-28				
Projected Notice to Proceed – Contract Execution	October 10, 2017				
Deliverable Due Date(s) and/or Implementation	Transition Period – NTP Date				
Start and completion Date.	Start Date – December 1, 2017				

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 September 15, 2017or 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 five (5) hard copies** of the written proposal in an envelope clearly marked on the exterior RFP 17-235, Medical Services – Adult Detention Facility, 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 City/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 www.lincoln.ne.gov
- 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

No Alternate Proposals will be accepted for this project.

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 five (5) 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 City 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 MEETING

There is a non-mandatory pre-proposal meeting for this RFP. Thursday August 24, 2017 at 1:00pm
Lancaster County Adult Detention Facility
3801 NW O Street
Lincoln, NE

L. PRICES

Prices quoted on the cost proposal form shall remain fixed for a one (1) year period. Any request for a price increase subsequent to the first year shall be based on the Midwest Region CPI 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 90 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 Technical and Cost Proposal 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.

- 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 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 Vendor shall receive information from the Owners and/or meet with Owners' Representative(s) to develop an initial detailed work plan and scope of services in order to develop a fee schedule.

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.

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. Reference and credit checks 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 the applicable tabs of the Proposal response shall correspond with this information.

A. PROJECT ENVIRONMENT & REQUIREMENTS

SCOPE OF WORK

It is the intent of these specifications to secure a high quality, comprehensive and all inclusive health care delivery system for the adult inmates at the Lancaster County Adult Detention Facility. The successful Vendor shall meet the following general requirements:

Provide clinically necessary medical/dental/psychiatric services to all inmates and residents, principally on-site, as effectively and efficiently as possible.

All services must meet or exceed the minimum standards established by the National Commission on Correctional Health Care (NCCHC) and Nebraska Jail Standards.

Operate under NCCHC criteria for accreditation and standards for the full duration of the contract and without any lapse.

Establish and carry out a written health care plan with clear objectives, policies & procedures, and on-going audits consistent with the standards of NCCHC.

Maintain complete and accurate electronic records of all medical, dental and mental health care.

Collect, analyze and distribute health statistics on a regular basis and as needed to appropriate agency administrative personnel.

Operate the health care program in a humane manner with respect to the inmate/resident rights to basic health care services. Maintain an open and collaborative relationship with all agency personnel and operational staff.

The Owners are seeking a Vendor with a minimum of five (5) years of experience providing medical care services as described in an ADF of similar size and layout.

The Vendor shall have substantial experience as on on-site primary contractor in the delivery and management of comprehensive institutional healthcare services in an adult jail setting of 500 beds or larger.

The Vendor should have key on-site staff with substantial jail experience in large scale delivery & management of a correctional healthcare system.

The Regional Manager/Area Vice-President overseeing the County contract and directly supervising the site Health Services Administrator must have a minimum of two (2) years of direct hands-on operational experience managing a jail contract in

the capacity of Health Services Administrator or an equivalent position.

PROJECT ENVIRONMENT

The County is interested in a Cost Plus Management Fee arrangement.

This type of arrangement is based on a management or administrative fee which shall include all corporate and regional program support, including all programs, policies, reporting, recruitment, supervision, staff licenses, office supplies etc., as determined necessary.

Additionally, the management fee shall include all Utilization Management (UM) systems, Case Management and Personnel. UM includes, but is not limited to, service providers, (e.g. hospitals, physicians, specialists, etc.) claims processing & payment, and real time data access from internal/remote locations.

The total management fee shall be paid to the Vendor based on a percent of the monthly bill submitted to the County. Vendor must provide the monthly percentage for the management fee in the Cost Proposal.

The County will not process any direct provider payments or pay for any services in advance of the receipt of services and an accompanying approved invoice for the preceding month.

The Vendor must clearly include in the proposal what products and services are included as part of the Management Fee.

All Vendor costs directly associated with site operations shall be known as pass-through costs.

Pass-through costs are those services provided directly by the Vendor and those services subcontracted out to various other healthcare providers (e.g. physicians, specialists, pharmaceuticals, medical supplies, etc.).

Vendor Staff Training must receive prior approval by the County to qualify as a pass-through costs.

Pass-through costs shall be reimbursed to the Vendor on a monthly basis. The Vendor shall provide full itemized disclosure of all costs and see that all accounting practices are consistent with Generally Accepted Accounting Practices (GAAP). The County reserves the right to decline certain pass-through costs if these costs have not been pre-approved by the County or are already included in other costs submitted by the Vendor.

PROJECT REQUIREMENTS

EQUIPMENT, INSTRUMENTS, & MEDICAL SUPPLIES

All equipment, instruments, and medical supplies are the responsibility of the County. Maintenance and repair of County owned medical equipment, including routine service due to normal wear & tear will remain the responsibility of the County.

All equipment, instruments and medical supplies purchased through this contract immediately become the property of the County.

Replacement of equipment required as a result of abuse, theft or improper use will be the financial responsibility of the Vendor.

All equipment recommended for replacement/upgrade or new equipment to be added with a dollar value of \$500.00 or greater must be budgeted and approved by the department director and be purchased under the guidelines of the County Purchasing Act.

All equipment, instrument, and medical supply purchases must be within the approved County budget.

CONTINUOUS QUALITY IMPROVEMENT PROGRAM (CQIP)

Continuous Quality Improvement Program (CQIP)

The Vendor shall maintain a CQI program in accordance with professional standards.

The Jail shall meet the basic CQI program per NCCHC requirements.

Note ADP at the ADF is less than 700 inmates.

Vendor staff will participate in CQIP on a rotating or as-needed basis.

ELECTIVE MEDICAL CARE

The Vendor is not responsible for providing elective medical care.

Elective medical care is described as medical care which in the opinion of the Vendors Medical Director and utilization management department is not medically urgent nor threatens life or limb if withheld, nor causes the inmates health to deteriorate or cause permanent harm to the inmates well-being.

It is important that the Vendor be aware of community standards which might influence elective medical care.

The Vendor agrees to wholly indemnify the County from any clinical decisions regarding or criteria used in determining elective medical care.

TELEMEDICINE

The Vendor may propose to utilize telemedicine on-site if it can be shown to be an advantage to the County. Such advantages shall be detailed by the Vendor.

HEALTHCARE RECORD

All healthcare records are the property of the County.

The Vendor shall maintain all healthcare records, including medical, dental and mental health records according to NCCHC and JCAHO standards.

The Vendor will be required to utilize an electronic healthcare record keeping system.

All record documents are required to be filed in a timely manner or no later than 24 hours for documents generated on weekdays and 72 hours for documents generated on weekends or holidays.

Medical Records staff allocated on the staffing matrix is sufficient to maintain healthcare records.

It is expected that nursing staff will file documentation as it is being handled (e.g. sick call, medical screenings, etc.).

MEDICAL DIETS

The Vendor shall be responsible for ordering all medically necessary diets.

The Vendor will not be responsible for religious, preference or any other type of diets.

PROSTHETICS

The Vendor may be required to provide medically necessary prosthetic devices.

These devices include and are strictly limited to eyeglasses and hearing aids only.

Any other requests will be reviewed on a case by case basis.

VACCINES AND IMMUNIZATIONS

The Vendor is responsible for providing flu vaccination for all medically at risk inmates.

Administration will occur within normal time guidelines set by CDC.

The Vendor is responsible for reading the results of the TB tests given to staff at the time of hire.

OXYGEN

The Vendor shall provide and maintain a reserve of oxygen to be available onsite for both emergency response and chronic care or pulmonary crisis.

INMATE CO-PAYS

At this time the County does not assess co-pays.

If this policy changes, it is expected the Vendors staff will process or charge inmates according to policy and procedures on a daily basis.

Some OTC medications are available to inmates thru the commissary.

Medical staff will be required to check inmate account balances before dispensing these medications to see if the inmate is indigent.

MEDICAL TRANSPORATION

The County will provide security as necessary and appropriate in connection with the transportation of any inmate between the facility and any other location for off-site services.

The Vendor shall coordinate all medical transportation, with the shift supervisor or transport division, including ambulance transport for non-911 transport.

BIOHAZARD/MEDICAL WASTE

The Vendor shall ensure all biohazard waste is handled and disposed of in accordance with Local, State and Federal regulations governing biohazard waste.

The Vendor shall also be responsible for all annual registrations with State and Federal agencies as required.

EMERGENCY RESPONSE PLAN

The Vendor will have necessary equipment immediately available for on-site emergencies.

Vendor staff will be knowledgeable of and fully trained on emergency response as well as the location of emergency response equipment.

A checklist of said equipment shall be created and maintained by the Vendor to document preparedness.

Checklist will be monitored on a weekly basis and will be an agenda item in the bimonthly CQIP meetings.

It is recommended that equipment be 'tagged' with break-a-way seals and numbers to enhance efficiency.

The department uses Medical Emergency Response Kits (MERK) with a break away seal.

Following use, Vendor shall restock and reseal the kit, so it can be placed back into service.

The Vendor shall also create and maintain a chest of appropriate medical supplies for a mass disaster, and secure same in an agreed upon location within the facility.

This chest will be inventoried quarterly by Vendor with a report provided to the County.

Man-down-drills and mass disaster drills will be practiced in accordance with the NCCHC standards.

All drills will be coordinated with appropriate custody staff.

VISITOR AND EMPLOYEE CARE

The Vendor shall provide emergency medical treatment to visitors and County staff as necessary.

COOPERATION WITH PUBLIC HEALTH

The Vendor shall cooperate with any and all community public health officials, and any inspections of the County facilities.

SUPERVISION/MANAGEMENT PLAN

The Vendor will provide detailed information regarding annual quarterly and monthly corporate site visits that are included in the proposal.

This information shall include the title of the staff, the frequency, length and purpose of their visits on an annual schedule.

Corporate site visits that are part of the start-up process and shall not be included in this schedule.

The following are the minimum corporate visits for each twelve (12) month contract period and are not construed as part of the start-up process.

Regional Manager/Regional Area Vice-President: 12-visits per 12-month contract: Must attend four (4) quarterly MAC, CQI, & P&T meetings.

Corporate Medical Director: 1-visit per 12-month contract.

Corporate Financial Officer: 2-visits: To attend one mid-year and one end-of-year financial meeting.

Executive VP or CEO: 1-visit per 12-month contract.

H.S.A. to Corporate Headquarters: 1-visit not to exceed 3 days for the purpose of budget preparations, training, etc.

Visits in excess of this limit for any reason (e.g. turnover, additional training, etc.) will be borne by the Vendor.

H.S.A. to NCCHC: 1-conference per calendar year.

The Vendor shall propose a budget to cover these minimum site visits within the budget travel line item.

Corporate visits not requested or required in this RFP are at the discretion of the Vendor but the travel expenses are not reimbursable as a pass-through.

A copy of your company's customary expense reporting must be submitted with the monthly invoice for authorized travel.

Any travel other than budgeted travel for start-up and required visits will not be passed through to the County.

These costs will be borne by the Vendor unless specifically authorized by the County.

The County shall not pay travel expenses required to resolve site problems that are not the responsibility of the County (e.g. turnover, mismanagement, operational problems, client dissatisfaction, litigation, etc.).

BUSINESS REQUIREMENTS

Any cost increase proposed by the Vendor shall be based upon the management fee of the previous year of the contract plus/minus an adjustment equal to the change in the Consumer Price Index (CPI) Medical Services - KC Region not to exceed 3.0%.

B. PROPOSED DEVELOPMENT APPROACH 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

TECHNICAL REQUIREMENTS

RECOMMENDED POSITION SPECIFIC STAFFING

H.S.A. (Health Services Administrator) shall be, at a minimum, licensed in the State of Nebraska as a Registered Nurse (RN) and work within the facility a minimum of forty (40) hours per week.

It is expected the H.S.A. will be actively on the floor monitoring all components of the clinical operation and ensuring staff are fulfilling their responsibilities and duties.

The H.S.A. may also complete health assessments which will then be countersigned by the MD.

The HSA is expected to serve in an on-call capacity during off hours (e.g. evenings, weekends, holidays, etc.). A replacement must be available when the HSA is not available.

Medical Director/Physician shall be on-site at least eight (8) hours per week to conduct clinic and review charts and orders.

Physician coverage can consist of a combination of MD/PA hours.

An exact weekly schedule will be approved by the County; dependent upon security and operational considerations.

The County does require consistency in patient care and the providers must be consistent.

The Medical Director assigned is responsible for health care and should be on site weekly.

At a minimum, a Physician Assistant shall provide coverage in the absence of the Physician.

Physician Assistant (PA) on-site hours can be included as part of the total Physician hours.

Nurses shall be present in the clinic to assist in obtaining vital signs, reviewing all physician orders prior to the patient leaving the clinic, ensuring lab work is obtained while the patient is in the clinic, taking off orders, keeping the patient flow efficient.

Nursing coverage is required twenty-four (24) hours a day, seven (7) days a week.

A Registered Nurse shall be on duty twenty-four (24) hours a day, seven (7) days a week. This position shall act in a shift supervisory capacity.

A minimum of two (2) Registered Nurses/Licensed Practical Nurses shall be on duty at all times.

Nurses have the responsibility of passing medications, performing medical intake screening, verifying medications, conducting nurses clinic daily (except weekends and holidays), responding to medical emergencies, and other nursing duties associated with providing medical care.

The use of Certified Medical Assistants and Medication Technicians to supplement Registered Nurse and Licensed Practical Nurse coverage is acceptable.

Mental Health Clinical Staff will be appropriately credentialed and licensed to provide mental health services in the correctional setting.

A Psychiatrist will be on-call to see clients a minimum of eight (8) hours a week.

A Licensed Mental Health Practitioner (LMHP) will be on-site eight (8) hours a day, and seven days a week.

Provide 20 – 30 hours of Clinical supervision for the LMHP weekly.

Position Backfill:

All positions will require daily/weekly backfill to ensure minimum hours are provided.

Positions requiring backfill have been annotated with a single asterisk (*) and no time will these positions go unfilled.

The HSA can be backfilled by a qualified RN.

It may be difficult to have a physician backfill for a Medical Director who has called out sick.

It is expected that a PA/NP/APRN provide some type of coverage to ensure critical needs are met.

Positions annotated with a double asterisk (**) fall into this category.

It is expected the hours will be provided or made up within a week at the discretion of the County.

For all positions annotated with a single (*) or double (**) asterisk, continual and/or periodic failure to provide the services due to vacancy may result in a charge-back.

Vacant positions unfilled in excess of thirty (30) consecutive calendar days may result in a charge back of \$250 per scheduled day for providers (physicians, PA, psychiatrist, dentist) and \$150 per scheduled day for all other staff.

Vendor staff may be required to participate in officer training and/or address medical issues in roll call.

In-service training is done a minimum of three (3) times each year. The vender shall make Intravenous Certification training available to all nursing staff ensuring there are nurses available on all shifts who can give intravenous Medication.

MENTAL HEALTH

Inmates will need to be moved from suicide watch or constant observation due to the fact that constant observation cells are limited.

The Vendor will establish procedures in which staff will review all suicide and constant observation patients in order to authorize the removal of patients clinically cleared to be moved from the suicide watch or constant observation units.

The Vendor shall specify a program of individual and group counseling services that will be provided as part of the overall mental health services program.

The Vendor may subcontract mental health and counseling services.

If the Vendor proposes to utilize said service by a subcontracted provider, then the Vendor must provide with the submitted proposal, the subcontractor's name, address, service description and proof of insurance & indemnification.

The subcontractor must comply with any and all other requirements included within these specifications.

DENTAL HEALTH

The Vendor will provide on-site dental services with a licensed dentist for the required bi weekly hours, regardless of holidays and/or paid time off.

The Dentist shall be on-site at least eight (8) hours bi-weekly to conduct clinic and review charts/orders.

An exact schedule will be approved by the County; dependent upon security and operational considerations.

Services to be routinely performed by the dentist shall include restorations, extractions, x-rays and treatment of dental emergencies.

Currently the LPN's assist the dentist and take dental x-rays.

Subcontracted dental services are acceptable to the County.

If the Vendor proposes to utilize said service by a subcontracted provider, then the Vendor must provide with the submitted proposal, the subcontractor's name, address, service description and proof of insurance & indemnification.

The subcontractor must comply with any and all other requirements included within these specifications.

The jail owns a dental operatory for use by the Vendor.

INFIRMARY

The ADF does operate an inpatient infirmary for acute medical and mental health patients.

Care is provided on the living units when possible.

Inmates can be moved to the medical clinic or infirmary for treatment as necessary.

There are twelve (12) cells in the infirmary that can be used for physical health, behavioral health, and/or suicide observation.

Since 2014, the average number of inmates assigned to the infirmary has been eight (8).

A Correctional Officer is present in the infirmary on a 24/7 basis.

ON-SITE SPECIALITY CARE

The Vendor shall provide to the County their on-site plan of care for the following specialty areas

Service agreements shall be made with each specialty provider to include arrangements for urgent care at their respective office/clinic.

Orthopedic
Obstetrics and Gynecology
Infectious Diseases
Physical Therapy (as needed)
On-site X-ray
All other specialized medical services

Timely payment of hospital invoices and community providers is a requirement of this RFP and is addressed elsewhere.

PHARMACEUTICAL MANAGEMENT

Pharmaceutical Management: The Vendor shall provide all pharmacy utilization and management.

All costs associated with pharmaceuticals and compliance with all state law and regulations will be the responsibility of the Vendor.

This includes all over-the-counter (OTC) and IV medications.

The name of a subcontracted pharmaceutical provider or subsidiary name must be submitted with the proposal if applicable.

The pharmacy company will provide delivery service 6 days per week.

Arrangement with a local pharmacy must be provided to ensure availability of emergency drugs on a 24/7 basis.

All prescription medications shall be provided on a patient specific and/or stock basis.

All medications shall be documented on an inmate specific Medication Administration Record (MAR) at the time each medication is passed/dispensed.

The County does have a modified self-administration program at the ADF for some OTC medications.

All controlled substances shall be strictly accounted for in regards to ordering, storage, dispensing, and administering according to State and Federal law

Pharmacy Cost and Utilization reports from the Vendor's pharmacy are a requirement of this RFP.

The County will receive the same pharmacy cost and utilization reports the Vendor receives, including all financial information.

The Vendor shall submit with the proposal a site specific formulary, including the cost of each item/medication.

Each Vendor will also document any other costs associated with the cost per medication (e.g. packaging costs, administrative costs, management fees, delivery fees, etc.).

Any hidden or undisclosed costs will be the responsibility of the Vendor to pay.

Over the counter (OTC) stock medication is allowed for use in the ADF.

The Vendor shall outline the 'returns' policy that will apply to the County, in accordance with NE State Laws, including detail on how return credits will be calculated and describe in detail any medications (e.g. formulary, nonformulary, IV, HIV, partial blister packages, etc.) that do not qualify for return credit.

Vendor shall describe any limitations including minimum quantities that can be returned for credit and attach to written response.

Vendor shall provide standardized reports intended to be utilized and provided to the County on a regular basis to assist with monitoring pharmacy utilization and costs.

The Vendor is responsible to provide and pay for all necessary equipment (e.g. med carts) and supplies (e.g. MAR's) for operating the Pharmaceutical Program and be able to identify and include these costs as start-up costs in a proposed budget with delivery items (e.g. syringes, pill cups, IV supplies) estimated for the year.

Pharmacy and Therapeutics Committee (PTC) meetings shall be held at least quarterly.

The Vendor's pharmacist shall conduct an on-site inspection each quarter.

A copy of the full audit report will be provided to the County and be discussed at PTC meetings.

The on-site audit will include at least 1-hour of observation of med passes.

PTC meetings can be conducted via conference call.

Vendor shall be able to detail the training that will provided to Medication Administration Staff to ensure appropriate documentation occurs at the time the medication is passed.

Please provide a sample copy of your medication administration record along with the codes that medical staff will use any time a medication is not passed.

INTAKE PROCESS

Officers complete a brief booking medical screening immediately upon arrival.

It is required that medical staff complete a medical assessment on each new admission indicating medical problems, treatment or taking medications in a timely manner to ensure medical needs are addressed.

Medical staff must complete needed medical assessments at least once each shift or for certain medical conditions ASAP.

These medical screenings should be completed at the beginning of each shift the nurses are on duty.

Medical staff will complete a medical assessment on all other inmates within seven (7) days after admission.

Medical staff may be required to assist in determining fitness for confinement.

Fitness for confinement is defined as a person who has been medically evaluated and released from the hospital, and/or evaluated by a competent professional who has determined that the person does not require medical care or treatment the Corrections Department cannot provide.

In the event of a large admission group (e.g. warrant sweep), it is expected that the Vendor will demonstrate flexibility and redirect additional staff to intake to assist in the processing activity.

Peak processing times may cause a temporary or occasional backlog.

It is anticipated the Vendor will demonstrate flexibility in assisting in backlog catch up.

If at any time the County has more than five admissions waiting for medical screening, qualified medical personnel will assist in the screening process.

Each Vendor shall submit with the proposal copies of all intake forms to be used.

If the form has another facility name, it is ok to submit for our review.

The County reserves the right to revise questions necessary to comply with State standards.

The County requires the initial assessment, health history, (not physical), oral screening, mental health screening, and evaluation occur during booking or within seven (7) days of admission.

Any new admission in need of immediate or urgent medical referral will receive such care when clinically indicated and will not wait until the time of the assessment.

No VDRL or other STD lab is drawn at this time but the County reserves the right to change this if the Health Department feels the incidence warrants testing.

The Vendor may perform the physical assessment at any time after arrival but prior to 7-days.

Sick call will not be done at the time of the physical assessment.

The Vendor will be responsible for utilization review of all Emergency Department and Hospital direct admissions/pre-booking injuries and illnesses in an attempt to return the offender to the institution as soon as clinically indicated.

DRUG & ALCOHOL WITHDRAWAL

Inmates reporting the use of drugs and/or alcohol at the time of initial screening must be evaluated at that time for the need for withdrawal or detoxification management.

Inmates placed on a drug or alcohol withdrawal protocol shall be monitored closely to include checking vital signs at least once per shift until cleared from the protocol.

Inmates placed on an alcohol withdrawal protocol shall be placed on medical observation and not in general population.

X-RAY SERVICES

The Vendor will be responsible for providing X-ray services.

X-ray services may be arranged thru a mobile X-ray vendor.

Stat X-ray's may be sent off-site.

LABORATORY SERVICES

The Vendor will be responsible for providing on-site laboratory services for basic testing such as blood glucose, urine dipstick, urine pregnancy, and drug testing.

The Vendor will provide on-site phlebotomy services for collecting specimens for transport to the contracted lab.

The Vendor must contract with a reputable and accredited laboratory with specimen pick up 6- days (Monday-Saturday) per week.

The lab must provide stat services which include specimen pick up within one (1) hour of notification, and/or with a local lab testing facility within a reasonable driving distance from the County facility such as a hospital.

The contracted laboratory services will include a printer and phone line at their expense so lab results can be received telephonically.

Each Vendor must submit the name of the Laboratory Vendor that will provide lab services at the facility along with a listing of all lab tests and actual (all inclusive) prices the County will be charged as a pass-through cost or direct billing based on rates..

Nebraska law requires that DNA samples be collected from all individuals convicted of a felony offense.

The successful Vendor's medical staff may be required to cooperate and obtain requested labs when an inmate is brought to the jail who needs to a DNA sample.

FEMALE SPECIFIC SERVICES

The Vendor must establish a full range of health care services specific to women.

Services include but are not limited to pre-and postnatal care, child delivery, evaluation for and treatment of STD's and counseling programs.

Healthcare provided to any new born/delivered child will not be the Vendor's responsibility.

CALL BACK SERVICE

To reduce the use of County staff overtime and unnecessary use of hospital emergency department (ED) resources, the Vendor will create a financial incentive for the call back of appropriate medical providers to provide care and treatment during non-normal business hours.

Routine suturing resulting from an altercation could be handled in the jail and reduce the transport of one or more inmates to an ER.

It is anticipated a list of PA's, and resident physicians would augment the facilities permanent staff for this purpose.

As a back up to call back, a contractual arrangement with an emergency service agency would be another way to provide emergency coverage during non-normal working hours (LinCare).

OFF-SITE CARE AND UTILIZATION REVIEW

Vendor will provide all off-site care and utilization review (UR) activities on behalf of the County to ensure all off-site care is necessary and appropriate.

Off-site care which is elective in nature is not provided.

The Vendor shall have an electronic UR system/program/process in place that allows the company and site to monitor all off-site care (ED, inpatient, specialty appointments, ancillary testing, etc.), non-formulary medication, and selected on-site specialty care clinics.

The UR system shall document referral justification to the approving authority.

Any communication between the approving authority and the site medical director shall be documented.

An authorization number, if the care is approved, will be clearly annotated.

The system will clearly document the status of a referral (e.g. open, pending, awaiting additional information, denied, alternative treatment recommended, approved, closed, etc.).

The system will document the offender status as county, state, federal, etc., for the purpose of assigning cost to the appropriate agency financially responsible for the services provided.

The system will assign financial responsibility and have it tied into the corporate accounting system to ensure the Vendor doesn't pay for any care the County is not financially responsible for.

The system must interface with the County's CJIS (Criminal Justice Information System). The Vendor will need to coordinate the secure transfer of patient data with City of Lincoln Information Services.

The system must be accessible remotely by the County 24/7.

The data base and main programming language is ADMINS. and the machine is an H/P Alpha DS20 E-667 running OpenVMS.

The Vendor's UR system must be capable of syncing with the County's CJIS System 24/7.

The UR system must be able to provide this information with screen view ability, with the option to print a hard copy if desired.

The County is requiring an electronic system and not a process involving faxing and paper management.

The County will perform periodic reviews of the UR system.

The Vendor will assign a case manager (can be an existing staff member) to monitor all inpatient and off site status care.

The case manager will provide daily and timely feedback to a department designee on each offender in an inpatient status.

Case managers will review inpatient services provided and coordinate with offsite providers to return the offenders to the jail as soon as clinically indicated or when the same level of care can be provided in the jail.

The UR and case management processes put in place will be consistent with those processes in place at other Vendor sites.

Through the electronic UR system, the case manager will be able to document UR updates on a daily basis for all inpatient care.

Updates will be available 7-days per week.

The successful Vendor will ensure a case manager and/or regional medical director is assigned to review care on weekend admissions.

Medical staff shall have access to clinical support.

The Department Director or his designee will receive daily updates on inpatient care through remotely accessing the UR system and/or by the vendor.

Each proposal will outline in detail how your procedures will work at the ADF.

The cost for all case management shall be included within the monthly management fee.

Vendors are not to contact the hospital and negotiate inpatient hospital rates.

The County has a historical rate in place which will be used by the successful Vendor.

The County pays at Medicaid rates.

The County will not reimburse the Vendor for any off-site service or unpaid medical bills resulting from the Vendor's negligence or omission in proper notification to the appropriate responsible agency.

If all or part of your company's utilization review process is performed by a third party, the Vendor must disclose all information about the agency in your proposal.

All costs associated with utilization review shall be disclosed and included within the appropriate budget proposal sheet or management fee.

Prior to payment of all invoices for on-site and off-site care, all charges for services provided will be submitted to the County for review and approval.

Charges for care & services will be forwarded to the County weekly in batches for review.

An excel spreadsheet format is preferred.

The County will review off-site in comparison to daily count records invoices.

All invoices for services will be paid by the County.

The Vendor must submit timely inpatient documents for County review.

The County is very interested in your firm's success in managing off-site care.

Vendor must provide success stories from facilities similar in size to Lancaster County that validate the ability to manage this care.

Any such documentation provided from a facility will be considered a reference which the County may validate.

The County reserves the right to retain services of a consultant to represent the interests of the County.

This consultant shall have accessibility to site management, site medical director, corporate medical director, and the corporate utilization management staff to discuss utilization and to participate in concurrent reviews.

D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION WORK PLAN

The Vendor shall provide for the delivery of comprehensive medical, dental and mental health care of all inmates lawfully committed, including contracted (per diem) inmates.

The Vendor shall be the sole supplier and coordinator for all healthcare programs affecting the facilities, and as such shall be responsible for the implementation of all necessary and reasonable care.

The Vendor shall be responsible for compliance with any court orders or legal

directives regarding health care services. (There are none at this time.)

The Vendor shall operate the clinic 7-days per week, including Sundays and holidays for necessary treatments, history & physicals (H&P's), prioritized sick call, and urgent care.

The number of hours per day and staffing shall be outlined in Vendors written response.

It is the intent of the County to have the County meet eligibility requirements and standards of the National Commission on Correctional Health Care (NCCHC).

By responding to this Request for Proposals, the responding Vendor verifies that is has read and understands the medical standards established by NCCHC for adult jails.

It is further understood that by responding to this RFP, the responding Vendor intends to design and maintain a healthcare delivery system which meets or exceeds the minimum medical standards established by NCCHC.

The Vendor shall perform any required or appropriate health related inspections as they relate to NCCHC standards.

The Vendor shall acquire and finance the accreditation, including any between-year mock surveys requested by the County.

The Vendor shall cooperate with any audit team, and implement any reasonable corrective action/measures requested by the audit team and/or the facility.

In the event of a dispute with any compliance standard between the Vendor, and NCCHC, the appropriate accrediting entity shall review and make the final determination.

The County has provided as an attachment to these specifications, a <u>staffing schedule</u> for all current healthcare positions and new mental healthcare positions including shift, hours and backfill requirements.

This schedule will be used as a basis for the Vendor response for proposed staffing.

Vendors shall submit company policies on paid time off, including vacation, sick, personal leave and holidays.

Vendors shall indicate if there shall be a waiting time for the start of any employee benefit programs for existing medical staff if hired.

It is imperative realistic employee benefit costs be included in the proposal.

If your company 'pools' components of employee benefits, be sure to highlight those items that are pooled and indicate all proposed costs to the County.

Invoice payment: It is absolutely essential that the Vendor exercise prudent business practices with the timely payment of medical supplies and pharmaceuticals.

It is essential that no bad relations occur with community medical suppliers over poor payment practices.

It is strongly recommended that bidders unable to review invoices and send payment within 30-days of invoice receipt not respond to this RFP.

The County may terminate the contract for cause as a result of poor payment history.

Staff Uniform: All Vendor staff on-site shall be dressed appropriately in scrubs and display proper facility issued ID cards at all times.

Security: The Vendor shall comply with all facility security requirements, rules and regulations.

All on-site staff, including subcontracted staff, shall have security background checks performed by the County prior to clearance into the facility.

Vendor's employees and candidates shall cooperate or be denied access to the facilities.

All on-site staff, including full-time, part-time, medical staff and subcontractors shall be required to complete an institutional security orientation approximately 4 hours in duration provided by the ADF prior to starting/providing any service.

Specialists or subcontractors providing limited on-site service hours may be required to complete an abbreviated orientation, on a case-by-case basis.

All on-site staff, including subcontractor staff shall be subject to periodic and/or unscheduled background checks, and vehicles/property searches throughout the contract period.

The County or Director may require any member of the Health Care Staff, defined as medical, mental health and/or support staff provided by Vendor, to leave the Correctional Facility premises if, at the sole discretion of the County or Director or Designees, any member of the HealthCare Staff is incompetent, negligent, has engaged in misconduct, has committed a serious violation of a County or Correctional Facility policy, or poses a threat to the County or its inmates. The County or Director will inform the Vendor of this action immediately. The Vendor will not reassign such member of the Health Care Staff to the Correctional Facilities without prior approval of the Director or designee.

The County shall have the right of refusal of any new staff as well as request replacement (immediate removal) of any existing staff based upon the above security checks.

The Vendor shall maintain personnel files on all staff, including any subcontractors providing service on-site.

The files shall include documentation of licenses and orientation.

All regular full-time and part-time staff on-site shall be screened for illegal substances according to the Lancaster County's Drug Free Workplace Policy.

Testing will be done at the County's expense.

Any positive results that indicate illegal substance use will require immediate and permanent removal from the County worksite.

The Vendor will be responsible for backfill to ensure no lapse in coverage occurs

All on-site staff, including subcontractor staff, shall properly maintain and secure all instruments, equipment and space within the facilities at all times according to the County's policies and procedures.

Missing equipment, supplies, or medications that could pose an immediate security or health risk will be reported to the Shift Supervisor immediately without delay.

The matter can be investigated after the notification to the Shift Supervisor.

All Vendor and subcontracted staff shall not issue any press or media releases regarding services at the Lancaster County Department of Corrections without the expressed written consent and approval of the Department Director.

PROJECT PLANNING AND MANAGEMENT

New Employee Orientation will consist of sixty-two (62) hours of customized orientation to familiarize the new employee with both security operations and medical operations.

New employee orientation will be reviewed and coordinated with the County prior to start-up.

Note that thirty-eight (38) hours of this orientation will be security orientation and training.

If your proposal includes a new employee orientation in excess of sixtytwo (62) hours your proposal must note this as an exception.

Any and all orientation expense in excess of the proposed program will be borne by the Vendor and deducted from the monthly management fee.

In other words, hiring an employee that takes 3-weeks to complete orientation will not be at County expense.

Existing Staff Orientation consists of an abbreviated orientation you intend to give to medical staff retained from the current Vendor.

All Orientation costs must be considered and included in your Start-up costs.

Recruitment costs for start-up should be listed as a separate start-up expense.

A time keeping system for the medical division is at the discretion of the Vendor.

If a time keeping system is proposed, include the installation and cost as a start-up cost.

If a time keeping system is installed, all staff will comply with Vendor time keeping policy and procedures and swipe in and out timely on each shift.

Early and/or late swipes without pre-approved over time authorization will not be reimbursed by the County.

Vendors will be required to submit a copy of their time keeping reports and/or complete a weekly staffing report to the County.

Vendor will conduct an area salary survey of all positions listed in the staffing matrix.

The Vendor is responsible to ensure qualified and sufficient staff are recruited and retained to staff in accordance with the staffing matrix and at the proposed price.

Wage variances greater than eight (8%) of proposed hourly wages by position will be borne by the Vendor, which includes the entire variance.

If the overall LPN hourly wage is greater than 8% of the proposed hourly wage, the entire variation in wage will be borne by the Vendor.

This is a liquidated amount to encourage responsible wage quotations.

PERFORM IMPLEMENTATION

Vendors must be able to provide a comprehensive and detailed implementation plan which will address the key factors associated with a transition from the current provider to the services required in this RFP.

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.

- 1. 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 e. and shall be the basis for an award or the determination for the vendors to be short-listed for personal interview.
- 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 spaced.

The information being requested in each of the respective <u>Non-cost</u> and <u>Cost factor</u> 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. A list of current and pending lawsuits related to providing medical, dental, psychiatric or pharmaceutical services at other facilities around the country and basis for suit(s).
- c. Any and all deviations from the RFP shall be declared on company letterhead with reference to the affected document(s) and section(s).
- 2. 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:

- 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.
 - f) 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 staff management of the project including specific information related to staffing levels and how the company will address backfill and other HR related services listed in the RFP document.
 - ii. The Vendor shall provide information to substantiate that they have sufficient professional staff with the required minimum experience to meet proposed schedule. Vendor shall identify the specific professionals who will work on the Owner's project 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 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 project including, but not limited to, the Regional Manager/Vice President in charge of the County contract, the Health Services Administrator, the Case Manager, Project Manager, Medical Director/Physician, Physician Assistant, Mental Health Staff, RN, LPN, Dentist, and Pharmacist. The Owners will consider the resumes as a key indicator of the Proposer 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 shall include, at a minimum, individual's name, experience and length of service with the company, academic background and degrees, professional certifications, understanding of the process, 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.
- e. Provide detailed explanation or your UR system/process that allows the company to monitor all off-site care (ED, inpatient, specialty appts. ancillary testing, etc)
- f. Describe the pharmaceutical process and management as it relates to the requirements listed in the RFP document.
- g. Describe the Case Management process proposed for the County program.

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

- a. Proposer must include a detailed schedule of work activities related to start-up, and confirmation of willingness and capability to meet the time requirements expressed in the scope of services, including 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 December 1, 2017..
- b. Submit information that describes performance record for timeliness.
- c. Outline the current projects which are being conducted from the location of the Proposer's office responding.
- d. Vendor shall provide copies of all standardized reports intended to be utilized and provided to the County on a regular basis to assist with monitoring pharmacy utilization and costs.

5. APPENDIX – (TAB 4 OF PROPOSAL RESPONSE) (NOT PART OF 50 PAGE LIMIT)

- 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.

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 the correct format and in its entirety. Proposers may attach additional documentation as required on company letterhead and place ALL Cost Proposal components in the 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 of the requirements of the RFP. The Vendor must include details in the Owners' Cost Proposal template supporting any and 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 other than those submitted with proposal and following contract negotiations.

3. *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 that is 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.

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 service for the awarded Vendor 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 \$5,000.00 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

Failure of Contractor to provide services which comply with Local, State and Federal standards which result in fines to the County, shall be paid by the Vendor if such fines are found to be the fault of the Contractor

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 clause is not applicable

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.

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.

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.

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 duties performed and rates charged.
 - f. List of pass-through costs with documentation

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: 8/25/2017 Bid No. 17-250

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, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

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

- 1. The current contract and other documents for pharmacy are located at the following site: https://col.ionwave.net/PublicContractDetail.aspx?ctid=512&wid=1&t=ACTI
- 2. Only one drug cart is required to be provided for the entire facility.
- 3. The Insurance Requirements for this RFP have been changed. Cyber Liability has been added. The original requirements have been removed and the revised requirements have been posted in the Bid Attachment section.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

ADDENDUM #2 Issue Date: 8/29/2017 Bid No. 17-235

FOR

MEDICAL CARE SERVICES – LANCASTER COUNTY ADULT DETENTION FACILITY

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, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

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

1. There is a reference to the County providing an attachment, "a staffing schedule for all current healthcare positions and new mental healthcare positions including shift, hours and backfill requirements".

There is no attachment and the County is requesting that the proposers develop their own schedule based on what has been laid out in the RFP and include that in the proposal to meet the County's needs.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

ADDENDUM #3 Issue Date: 9/7/2017

Bid No. 17-235 MEDICAL CARE SERVICES LANCASTER COUNTY ADULT DETENTION FACILITY

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, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

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

1. Is the county currently using a utilization review program? Would the same program remain in place and be available to a new vendor?

Answer: The County currently reviews utilization reports provided by current vendor and has access to the pharmaceutical invoices for review. Current vendor also reviews to ensure proper utilization of pharmacy, off-site care, etc.

- 2. What party is responsible for the costs of connecting the UR program to the city network?

 Answer: The County provides for communication between the two systems through an export file of inmate data which is updated whenever a new person is booked/released, a housing movement occurs, and then summarizes at the end of each day. Anything in addition to this would require negotiation.
- 3. Does the county operate an infirmary in the jail? **Answer:** Yes. There is a general description of the infirmary on page 19 of RFP 17-235.
- 4. How long on average does the county's background check process take for new vendor employees?

Answer: Normally these are completed in 1-3 business days.

5. Do workers in the facility need to undergo orientation training once upon being hired or annually?

Answer: Yes. Orientation training is described on Page 29 of RFP 17-235. There is 62 hours total, with 38 hours of that amount being security orientation/training. The remainder is OJT time presented by vendor to their new employee. Annual training hours will not exceed 12 hours/year for security issues. Additionally, the dept. does certify mental health staff in CPR/AED/First Aid. Periodically, a higher level CPR certification class is held optionally for any nurses that wish to attend.

- 6. What is the history of staffing penalties in the current contract?

 Answer: Penalties have not been issued in the past contract period.
- 7. Does the county intend to use inmate co-pays in the future?

Answer: It has not been pursued to this point, but may be a possibility in the future.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

ADDENDUM #4 Issue Date: 9/7/2017 Bid No. 17-235

MEDICAL CARE SERVICES LANCASTER COUNTY ADULT DETENTION FACILITY

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, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

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

1. With regard to the Mental Health Staffing, do you anticipate keeping the staffing levels as they are currently, which include two FT Licensed Mental Health Professionals and one FT Mental Health Coordinator)?

Answer: Pg. 17 of the RFP gives some detail on this question. We expect an LMHP on site a minimum of 8 hours a day/seven days each week. We also expect a Mental Health Professional to serve as clinical coordinator (supervisory). Current staffing levels of 1 - FT coordinator and 2 - FT LMHPs is the minimum requirement.

2. Can a psychiatric nurse practitioner be used to provide on-site psychiatric care in place of a psychiatrist?

Answer: The County expects a Psychiatrist be on-call to see clients a minimum of 8 hours a week. A psychiatric nurse practitioner may only be used while actively recruiting a Psychiatrist (with Psychiatrist oversight) when a vacancy occurs. An alternate bid using a psychiatric np may be submitted, providing the individual has Psychiatrist oversight. See Pg. 17 of RFP.

3. Are you expecting resumes only for Key Personnel or all current employees?
Answer: Pg. 33 of the RFP gives detail on this question. Resumes are expected for Regional Manager/Vice President in charge of the County contract, the Health Services Administrator, the Case Manager, Project Manager, Medical Director/Physician, Physician Assistant, Mental Health Staff, RNs in supervisory positions as required by the RFP, Dentist, and Pharmacist. Resumes for every LPN, Med Aide, etc. are not mandatory.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

RFP 17-235 MEDICAL SERVICES – ADULT DETENTION FACILITY COST PROPOSAL – FINAL REVISIONS February 26, 2018

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 RFP response (total wages, fringe benefits, time off, and backfill for all required positions) \$1,387,288.00
- 2. Professional Fees \$185,900.00
- 3. Pharmaceuticals \$250,000.00
- 4. Laboratory & Mobile X-Ray (no STD or other labs are performed at intake) \$22,259.00
- 5. Medical supplies \$35,000.00
- 6. Insurances (malpractice, malpractice tail, workers comp) \$129,578.00
- 7. Travel for required site-visits and site supervision. \$5,077.00
- 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 \$169,728.00
- 11. Administrative Expenses \$14,288.00

ANNUAL ESTIMATED MEDICAL SERVICES COST – YEAR 1 (Does Not Include Travel Start-Up or Start-Up Costs) \$2,199,118.00

TOTAL ESTIMATED FOUR YEAR COST: \$9,200,288.00

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 associated with H.S.A. to NCCHC conference will be budgeted in Travel-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.

Lancaster County

Lincoln, Nebraska

Medical Services – Adult Detention Facility (RFP 17-235)

Technical Proposal

September 15, 2017 12 p.m.



CCS

Respectfully Submitted To:

City/County Purchasing Robert Walla, Purchasing Agent 440 S. 8th 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 original, five hard copies, and one digital copy Cost Proposal – Provided separately in Attachment 1





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Medical Services – Adult Detention Facility (RFP 17-235) Lancaster County, Nebraska



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Letter of Interest

September 13, 2017

Robert Walla Lancaster County Purchasing 440 S. 8th 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. 17-235 – Adult Detention Facility- Medical Services. We are proud of the relationship that we have been able to build with the Lancaster County Adult Detention Facility (ADF), led by Nebraska-based Regional Manager, Kim Gerdes. In the last few years of our partnership, CCS has made significant changes that have increased the level of care while keeping cost to a minimum. Among the more notable changes have been transitioning all jail and healthcare operations to a brand new facility in 2013, and implementing CCS's Electronic Medical Records System, ERMA.

CCS understands our role as a steward of the taxpayers' dollars, which is reflected in our ability to deliver the highest quality health care services that are cost-effective, using evidence-based medicine and best practices. As your incumbent provider, we have achieved cost savings through utilization management using the CCS Care Management Program. If selected as your provider, we will continue to seek opportunities for additional cost savings. Specific highlights of our proposal include:

- **Enhanced Staffing.** CCS is proposing an increase of nursing hours so that an RN is on-site 24 hours a day seven days week.
- **Mobile X-Ray.** CCS is proposing the utilization of a mobile x-ray vendor instead of taking patients off-site, allowing CCS and the county to save money on transportation and officer cost.
- No Transition Risk. While other companies will need time to recruit, hire and train new staff, implement new processes, and forge new relationships with community hospitals and providers, CCS already has all of these crucial items firmly in place. With CCS professionals already in your facility, we can ensure continuity of care without disruption for your staff and the patients in the custody of the ADF.

Our Regional Management Team for Lancaster County, led by Kim Gerdes, will continue to provide clinical and operational support and oversight of our medical and mental health program with regularly scheduled on-site visits, and as needed. Our Home Office in Nashville will continue to support our program, including Home Office staff designated to our contract with Lancaster County.





We are excited to continue our partnership with Lancaster County. We recognize challenges in the past with staffing and are confident our proposal incorporates a staffing mix and salary allocation to ensure success going forward.

We offer open communication, unmatched experience correctional health care, and are determined to meet your needs and expectations. Moreover, we look forward to continuing to work in conjunction with the ADF to provide our patients with the hope of a healthy lifestyle as we instill in them a goal for a successful life outside the justice community. We look forward to discussing our proposal and we respectfully ask to for your business!

Sincerely,

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



Summary

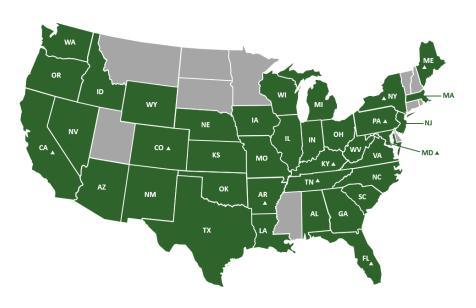
Correct Care Solutions (CCS) was founded in August 2003 to meet a growing industry need for a correctional health care provider with an innovative approach. Today, CCS is a privately owned Limited Liability Company (LLC) in our 14th year of operation. Our headquarters are located at:

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 Adult Detention Facility (ADF) since 2011. During that time, we have demonstrated the necessary capabilities and resources that make us a qualified and willing partner into the future.

CCS prides itself on being a public health company. We view our corrections business as a very diverse public health setting. Today, more than 12,000 CCS employees care for nearly 280,000 patients in 37 states, with more than 60,000,000 patient encounters each year. To expand our public health footprint, CCS acquired GEO Care, now Correct Care Recovery Solutions (CCRS), which greatly enhanced our mental health offerings.

Although CCS has 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

New York Office

White Plains. New York

Pennsylvania Regional Office

Lemoyne, Pennsylvania

Maine Regional Office

Augusta, Maine

Arkansas Regional Office

Pine Bluff, Arkansas

Kentucky Regional Office

Louisville, Kentucky

*The CCS Home Office is responsible for supporting this contract





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

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.

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 ADF and execute our operational plans in coordination with your program objectives, as well as national, state, county, and local standards.

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.





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)

Core Competencies and Strengths

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

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 ADF medical program. We work to create efficiencies in staffing, pharmacy, and off-site costs for the ADF. Our vendor contracts commonly offer an economy of scale to generate savings that we're 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.

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.





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 partner 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.

Hands-on Approach

The CCS Executive Team is closely involved with the operation of services in Lancaster County. Continuous communication between the ADF 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 ADF on-site medical team and facility staff.

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. Utilizing a collaborative and cross-functional team approach, CCS proactively identifies areas of risk before they develop into serious problems, 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.

There is no pending or expected litigation or other conditions that 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.**

Litigation Details

CCS has in place valid procedures for defending litigation brought by inmates 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, over 750 have been dismissed without any payment to the plaintiff. Another 95 have been settled, for an average of fewer than 8 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 of time than those who are incarcerated in jails and detention centers. Nearly all of these cases are ultimately 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 Adult Detention Facility (ADF), we also provide similar health care services to the following county jails throughout the United States. Our summary matrix in **Figure 1** includes active clients with average daily populations (ADPs) ranging from 500 to 1,000 inmates to give you added perspective on the range of our experience. A copy of *all* current projects is available in **Proprietary Attachment 2**. This information is **CONFIDENTIAL AND PROPRIETARY**.





Client	Site/Facility	Contact	Adult ADP	Accred.	Contract Start Date	Services Provided
Portsmouth Sheriff's Office	Portsmouth City Jail 701 Crawford Pkwy. Portsmouth, VA 23704	Lt. Col. William Rucker 757-391-3217 ruckerw@portsmouthva.gov	500	NCCHC	2009-Present	Medical, dental, mental health, psychiatry
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	542	NCCHC	2015-Present	Medical, dental, mental health, psychiatry
Brown County	Brown County Jail 3030 Curry St. Green Bay, WI 54311	Capt. Larry Malcomson, Jail Admin. 920-391-6806 Malcomson_LD@co.brown.wi.us	578	N/A	2007-Present	Medical, dental, mental health, psychiatry
Roanoke Sheriff's Office	Roanoke City Jail 340 Campbell Ave. SW Roanoke, VA 24016	Maj. David Bell 540-853-2056 david.bell@roanokeva.gov	620	NCCHC ACA	2010-Present	Medical, dental, mental health, psychiatry
Montgomery County Sheriff's Office	Montgomery County Jail 120 Commerce St., Ste. 208 Clarksville, TN 37040	Capt. Douglas Tackett 931-648-0615 x1301 dktackett@montgomerycountytn.org	650	N/A	2005-Present	Medical, dental, mental health, psychiatry
New Hanover County Sheriff's Office	New Hanover County Detention Facility 3950 Juvenile Center Rd. Castle Hayne, NC 28429	Capt. Mark Vincent 910-798-4573 mvincent@nhcgov.com	650	N/A	2007-Present	Medical, dental, psychiatry
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	730	N/A	2010-Present	Medical, dental, mental health, psychiatry
Elkhart County Sheriff's Dept.	Elkhart County Corrections Center 26861 CR 26 Elkhart, IN 46517	Sheriff Brad Rogers 574-891-2302 brogers@elkhartcountysheriff.com	750	NCCHC	2009-Present	Medical, dental, mental health, psychiatry
Western Virginia Regional Jail Authority	Western Virginia Regional Jail 5885 W River Rd. Salem, VA 24153	Col. Bobby Russell, Superintendent 540-378-3701 bobby.russell@wvrj.org	770	ACA	2009-Present	Medical, dental, mental health, psychiatry





Client	Site/Facility	Contact	Adult ADP	Accred.	Contract Start Date	Services Provided
Jefferson County Sheriff's Office	Jefferson County Correctional Facility 5030 Hwy. 69 S Beaumont, TX 77705	Rod Carroll, Asst. Dep. Chief 409-726-2518 rcarroll@co.jefferson.tx.us	780	NCCHC	2013-Present	Medical, dental, mental health, psychiatry
Fort Bend County Sheriff's Office	Fort Bend County Jail 1410 Ransom Rd. Richmond, TX 77469	Lt. Daniel Quam 281-341-4669 quamdani@co.fort-bend.tx.us	900	N/A	2010-Present	Medical, dental, mental health, psychiatry
St. Tammany Parish Sheriff's Office	St. Tammany Parish Jail 1200 Champagne St. Covington, LA 70433	Greg Longino, Warden 985-276-1023 greglongino@stpso.com	900	N/A	2017-Present	Medical, dental, mental health
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	906	N/A	2009-Present	Medical, dental, mental health, psychiatry
Dane County Sheriff's Office	Dane County Jail 115 W Doty St. Madison, WI 53703	Capt. Richelle Anhalt 608-284-6165 anhalt.richelle@co.dane.wi.us	950	NCCHC ACA	2008-Present	Medical, dental, mental health, psychiatry
Johnson County Sheriff's Office	Johnson County Central Booking Center; New Century Adult Detention Center 125 N Cherry St. Olathe, KS 66061	Capt. Steven Mailand 913-715-5851 Steven.Mailand@jocogov.org	1000	NCCHC	2008-Present	Medical, dental, mental health, psychiatry

Figure 1. Summary Matrix of Similar Clients





1.1.1 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 ADF. 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 inmate health care at the ADF for the past six 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 ADF 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 ADF. We have developed proven "best practices" at these sites that help us achieve success for the ADF, its inmates, and CCS.

CCS currently serves 283 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. Our program for the ADF meets or exceed these standards. CCS has never failed to obtain nor lost accreditation status at any of our client facilities, and we will ensure that the ADF achieves and maintains accreditation for the duration of the contract without any lapse.





1.2 References

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

1.2.1 Portsmouth Sheriff's Office

Portsmouth Sheriff's Office						
Address	701 Crawford Pkwy.					
Addiess	Portsmouth, VA 23704					
Contact Name	Lt. Col. William Rucker					
Phone	757-391-3217	Fax	757-393-5042			
Email	ruckerw@portsmouthva.gov					
Period of Performance	11/1/09 – Present					
Accreditation	NCCHC					
ADP	500					
Transitioned from	Corizon					

Summary of Services Provided

CCS is responsible for the comprehensive health care needs of inmates housed in the Portsmouth City Jail in Portsmouth, Virginia. 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 implemented our Care Management Program, the correctional health care industry's most robust utilization management system, on Day One of the contract. We subsequently implemented our Electronic Record Management Application (ERMA) and electronic Medication Administration Record (eMAR), along with its accompanying Point of Care Companion (POCC) in 2014.

CCS has implemented technology and processes resulting in the improved delivery of medical services and the overall functioning of the Jail's medical unit. Our other achievements include:

- Achieved NCCHC reaccreditation on July 18, 2017, with 100% compliance on all essential and important standards
- Achieved VADOC compliance of 100%
- Streamlined intake process
- Strengthened communications with the community and Maryview Medical Center
- Improved utilization review and management of off-site emergency room and inpatient hospitalizations
- Remodeled the medical department to implement a locked central storage setup







Portsmouth Sheriff's Office 701 Crawford Street Portsmouth, Virginia 23704

Established 1752 Wm.Ø."Bill" Watson, Sheriff

Phone 757-393-5461 Fax 757-393-5295

04 September 2015

From: Bill Watson

Sheriff, City Of Portsmouth, Virginia

To:

Jerry Boyle, Chief Executive Officer Correct Care Solutions, LLC

1283 Murfreesboro Road, Suite 500

Nashville, TN 37217

Subj: LETTER OF REFERENCE/RECOMMENDATION FOR CORRECT CARE SOLUTIONS

- 1. It is with tremendous pleasure that I take this opportunity to offer my personal Recommendation and Reference for Correct Care Solutions (CCS) as the Medical Services Provider of choice. Since CCS came onboard as our Medical Services Provider in 2009, the care and efficiency of the Medical Department has been drastically improved. The CCS Team has been directly responsible for the comprehensive health care of our entire Inmate population, and they have done so with extreme efficiency and impressive skill. Since I started working with Paul Bell (the Health Services Administrator), he has been instrumental in increasing clinic efficiency, improving cost management, and decreasing system abuse. The level of care provided by the Medical Department has been steadily improving, and has resulted in cost savings of thousands of dollars to our Office's Budget. While it would be foolish to claim perfection with any company, I can honestly say that any issues encountered with CCS have been dealt with swiftly, professionally, and competently.
- 2. It is without hesitation that I highly recommend Correct Care Solutions as the Medical Services Provider of choice for any Correctional Organization. I readily assure you that they will be a tremendous asset to any facility in need of Professionalism and Competence. If I may answer any questions for you, or assist in any manner, please feel free to call on me directly at 757.393.5461.

Very Respectfully,

William O. "Bill" Watson





1.2.2 Douglas County Dept. of Corrections

Douglas County Dept. of Corrections					
Address	710 S 17th St.				
Address	Omaha, NE 68102				
Contact Name	Mark Foxall, Director				
Phone	402-599-2278	Fax	402-599-2302		
Email	mfoxall@dccorr.com				
Period of Performance	3/1/08 – Present				
Accreditation	NCCHC, ACA				
ADP	1,250				
Transitioned from	Corizon				

Summary of Services Provided

CCS is responsible for the comprehensive health care needs of inmates housed in the Douglas County Correctional Center in Omaha, Nebraska. 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.

Significant Achievements and Successes

CCS inherited a program that was truly struggling when we took over from Corizon in 2008. Today, the County's exceptional program has been accredited by both NCCHC and ACA. CCS was able to save the County over \$500,000 from the re-bid provided by Corizon while also improving care and decreasing grievances. One of the biggest impacts of the CCS program was ensuring the proper use of the infirmary space. CCS is currently assisting the Correctional Center in establishing a mental health management unit to meet the needs of the mentally ill offender population.





1.2.3 New Hanover County Sheriff's Office

New Hanover County Sheriff's Office						
Address	3920 Juvenile Center Rd.					
Address	Castle Hayne, NC 28429					
Contact Name	Capt. Mark Vincent					
Phone	910-798-4573	Fax	910-798-4177			
Email	mvincent@nhcgov.com					
Period of Performance	July 2007 – Present					
Accreditation	N/A					
ADP	650					
Transitioned from	Corizon					

Summary of Services Provided

CCS is responsible for the comprehensive health care needs of inmates housed in the New Hanover County Detention Facility in Castle Hayne, North Carolina. We provide 24-hour coverage inclusive of medical, dental, 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.

Significant Achievements and Successes

When CCS implemented our Electronic Record Management Application (ERMA) in New Hanover County, the client was particularly focused on disaster recovery scenarios. Our product and processes have met their needs, and our quick, reliable documentation of patient care has repeatedly allowed the client to avoid potential litigation. Since CCS began providing services, New Hanover County has also seen a significant reduction in inmate health care grievances.

CCS has stabilized staffing and on-site services, allowing for reduced use of the North Carolina Safekeepers program, an expensive alternative to on-site care when patients' needs are beyond jail capabilities. We have also increased practitioner coverage, resulting in a decrease in the number of offsite trips. Additionally, CCS developed and implemented a Hurricane Emergency Plan to assist the County in the event of an evacuation due to hurricanes or other tropical storms.







New Hanover County Sheriff's Office 3950 Juvenile Center Road Castle Hayne, N.C. 28429

Edward J. McMahon, Sheriff

Telephone: (910) 798-4206 FAX: (910) 798-4212

May 11, 2017

Patrick Cummiskey, President Correct Care Solutions Group Holdings 1283 Murfreesboro Road, Suite 500 Nashville, Tennessee, 37217

Re: Letter of Reference for Correct Care Solutions

To Whom It May Concern:

This letter is a written reference for Correct Care Solutions. Correct Care Solutions (CCS) has been the New Hanover County Sheriff's Office provider for inmate medical care since 2007. They have demonstrated the ability to provide quality care and we have full faith and confidence in their staff and the quality of care they provide for our inmate population.

In December 2014, we faced challenges regarding the number of inmates that were being referred for offsite care and the associated costs. CCS was immediately responsive to our concerns. This included face to face meetings in which strategies were developed. Implementation of these strategies resulted in offsite costs being under budget the last two fiscal years. This is one example of how CCS staff has provided exemplary customer service.

Recently, we experienced anxiety over our ability to timely meet American Corrections Association (ACA) standards for accreditation. CCS deployed an accreditation specialist to address our concerns and "reached out" to accredited agencies on our behalf. With teamwork like this we expect to be awarded ACA accreditation within the time frame we have established.

The CCS team has provided not only quality care but has shared their collective knowledge and professional contacts to make us more successful.

We are very pleased with the services Correct Care Solutions provide. If you have additional questions, do not hesitate to call me at (910) 798-4206.

Ed McMahon Sheriff

McMa





1.2.4 Elkhart County Sheriff's Dept.

Elkhart County Sheriff's Dept.						
Address	26861 CR 26					
Address	Elkhart, IN 46517					
Contact Name	Sheriff Brad Rogers					
Phone	574-891-2302	Fax	574-293-0361			
Email	brogers@elkhartcountysheriff.com					
Period of Performance	1/1/09 – Present					
Accreditation	NCCHC					
ADP	750					
Transitioned from	Advanced Correctional Health	icare				

Summary of Services Provided

CCS is responsible for the comprehensive health care needs of inmates housed in the Elkhart County Corrections Center in Elkhart, Indiana. 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.

Significant Achievements and Successes

Prior to transitioning to CCS, the Elkhart County Correctional Center was late on 600 on their 14-day health assessments. CCS brought the health assessments current within four months of contract startup. We implemented a site-specific orientation/CEU program that meets NCCHC standards and we revised the sick call process to meet NCCHC standards. With these changes in place, the Correctional Center achieved NCCHC accreditation in August 2011.

The Correctional Center participated in a State Jail Inspection and received full accreditation in August 2012. CCS partnered with Bethel College and Goshen College to provide clinical rotations for nursing students, and partnered with NAMI to develop a peer-to-peer program to teach coping mechanisms to the County's special needs population.

As a result of our training program for the Correctional Officers and our provision of Narcan to our client, the following was posted to the Elkhart County Sheriff's Department Facebook page:





Officers' Quick Response & Narcan Help Overdose Victim

On Wednesday, April 27, 2016, at approximately 7:32 p.m., Elkhart County Sheriff's Department officers were dispatched to a potential overdose call at the Speedway gas station located at 57766 SR 19. Sgt. Scott Frey and Cpl. Joseph Milovich were close to the scene with a response time of less than 1 minute.

Both officers quickly recognized the signs of a potential overdose and administered doses of Narcan to a female who was barely breathing and had a light pulse. After the 2nd dose, she regained consciousness and was transported to the hospital to receive further care. The officers' quick actions and access to the Narcan nasal spray allowed Sgt. Frey and Cpl. Milovich the ability to significantly alter the outcome of this call, potentially saving a life.

Elkhart County Sheriff's Department officers received training in the use of Narcan earlier this year and began carrying a nasal spray version of this in their vehicles. Narcan is the brand name for naloxone and works to reduce the effects of heroin and prescription pain pills, including morphine, codeine, oxycodone, methadone and Vicodin in the event of an overdose. With the help of the Sheriff's Department's medical care provider Correct Care Solutions, each patrol vehicle has been equipped with the spray version of Narcan at no cost.







OFFICE OF THE SHERIFF BRADLEY D. ROGERS, SHERIFF



SERVING ELKHART COUNTY

October 23, 2012

Re-

Correct Care Solutions

To Whom It May Concern:

Correct Care Solutions has been our correctional health care provider since 2008. Since that time they have consistently provided superior inmate health care at a reasonable cost. CCS ensures that our facility is properly staffed with their medical personnel and the care made available to our inmate population has reduced the number of complaints filed by inmates and/or their families.

In an age when conservative fiscal management is a priority among local government, Correct Care Solutions has helped the Elkhart County Sheriff's Department maintain consistency in our correctional medical budget requests for an ever increasing correctional population.

CCS has formed a valuable working partnership with the Elkhart County Sheriff's Department's Correctional facility and I would categorically recommend Correct Care Solutions to any correctional institution in need of quality inmate medical care.

Sincerely,

Bradley D. Rogers, Sherift Elkhart County, Indiana

BDR/dlh

Cc:

Rich Field, Director of Business Development

Correct Care Solutions

LAW ENFORCEMENT CENTER 26861 CR 26, ELKHART, IN 46517 PHONE: (574) 891-2300

WWW.ELKHARTCOUNTYSHERIFF.COM





1.2.5 Fort Bend County Sheriff's Office

Fort Bend County Sheriff's Office						
Address	1410 Ransom Rd.					
Address	Richmond, TX 77469					
Contact Name	Lt. Daniel Quam					
Phone	281-341-4669	Fax	281-341-3859			
Email	quamdani@co.fort-bend.tx.us					
Period of Performance	3/1/10 – Present					
Accreditation	N/A					
ADP	900					
Transitioned from	Self-operated					

Summary of Services Provided

CCS is responsible for the comprehensive health care needs of inmates housed in the Fort Bend County Jail in Richmond, 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

In the five years since CCS began providing services at the Fort Bend County Jail, we have implemented procedures, processes, and programs that have made the Jail more efficient and have produced cost savings. The County has seen a significant reduction in pharmacy costs due to control of medications and treatments that must be given by a provider order only. CCS has provided accountability by instituting strict nursing pathways and structured documentation. We have instituted telepsychiatry, a Keep-on-Person (KOP) policy, co-pay procedures, and "man-down" drills at the Jail. We are proud of the fact that under CCS, the Fort Bend County Jail was the first facility in Texas to be fully PREA accredited. CCS is currently exploring an expanded telemedicine program for the Jail.

As a result of CCS's corporate "hands on" involvement and our relationship with Jail custody staff, we have provided for the smooth transfer of hundreds of U.S. Marshal's patients every month. Additionally, CCS has accommodated nursing staff with 12-hour shifts, and we reduced staffing vacancies through our organized recruiting and hiring processes.







SHERIFF'S OFFICE

Fort Bend County, Texas

TROY E. NEHLS Sheriff (281) 341-4700 Fax (281) 341-4701

June 17, 2015

To Whom It May Concern:

Re: Correct Care Solutions (CCS):

It is with pleasure that I and my staff can recommend Correct Care Solutions (CCS) for the medical needs of the inmates of Fort Bend County, Texas. During the transition from a failing medical contractor to the seamless integration by the CCS staff, completely raising our inmate health care standards to exemplary levels, was demonstrated by the proficiency of their transition team. CCS's day to day operations produce the quality inmate health care that satisfies all Texas Commission on Jail Standards requirements and exceeds contractual expectations. What seems to be most impressive is the corporate care and support dedicated to our facility without constant communications from my medical security staff. I have not received an inmate complaint concerning medical, dental or physiological care while CCS has been our favored vendor.

As all correctional professionals are aware of medical costs, medical litigation and mental health issues are the principal concerns dealing with cost and budget denigration. CCS has proven again and again, prevention and response time are critical to inmate health needs reducing costly hospital transportation as well as lowering our liability. Additionally CCS provided seamless contract and legal assistance when contract negotiations were finalized. In conclusion, Correct Care Solutions provide an invaluable service at a competitive price. Cory Turco and Wendy Dunegan are a professional team that ensures the parameters of the contact are followed flawlessly. I would recommend CCS to any municipal, county or state correctional facility.

Kind Regards;

Major Thomas E. Goodfellow Detention Bureau Commander

1410 Williams Way Blvd. • Richmond, Texas 77469





1.2.6 Johnson County Sheriff's Office

Johnson County Sheriff's Office						
Address	125 N Cherry St.					
71001 000	Olathe, KS 66601					
Contact Name	Capt. Steven Mailand					
Phone	913-715-5851	Fax	913-715-5934			
Email	Steven.Mailand@jocogov.org					
Period of Performance	1/1/08 – Present					
Accreditation	NCCHC					
ADP	1,000					
Transitioned from	Corizon					

Summary of Services Provided

CCS is responsible for the comprehensive health care needs of inmates housed in the Johnson County Central Booking Center and New Century Adult Detention Center in Olathe, Kansas. 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 and replaced the paper records system that was previously in use. They also use our electronic Medication Administration Record (eMAR) and Point of Care Companion (POCC) system to document medication passes. This allows our team members to efficiently follow up with patients who may have missed medications due to court appearances, and to track patients whose refusals warrant follow-up by the prescriber.

Significant Achievements and Successes

CCS has achieved many successes since transitioning the Johnson County program, including:

- Implementation of ERMA
- Implementation of the Mental Health program
- Absorbed returning "farm outs" in 2010 with no program disruptions or increased costs
- Implementation of reporting to demonstrate compliance on 2-hour medical intake screenings and 14-day physicals
- Reduced medication costs
- Achieved Medicaid rates for hospital payment, creating significant cost savings





CCS offered all of these enhancements, including the addition of mental health services, with a cost significantly less on a Per Inmate Per Day (PIPD) basis than Johnson County's contract with the previous provider.

2006 Costs PIPD	2013 Costs PIPD
\$25.92	\$23.21
 Corizon (operating as PHS) 	• CCS
 No Mental Health for Sheriff's Office 	 Mental Health included for Sheriff's Office
 10.5% higher than current PIPD cost 	• 10.5% less than Corizon's 2006 cost

CCS continues to look for cost savings opportunities for Johnson County. In the first half of 2013, we identified alternate insurance payers for 34% of inpatient costs, resulting in a savings of over \$110,000.





CALVIN H. HAYDEN SHERIFF



DOUGLAS G. BEDFORD UNDERSHERIFF

May 5, 2017

Patrick Cummiskey President, CCS Group Holdings Correct Care Solutions 1283 Murfreesboro Road, Suite 500 Nashville, TN 37217

588 E. SANTA FE, SUITE 2000 OLATHE, KS 66061 www.jocosheriff.org

Dear Mr. Cummiskey:

I would like to express my appreciation for the quality mental health and medical services your Correct Care Solutions (CCS) team provides the detainees at the Johnson County Sheriff's Office Detention Facilities.

Correct Care Solutions has been a responsive partner with the Johnson County Sheriff's Office in providing medical, dental, pharmacy, and mental health programming since 2008. CCS consistently meets the expectation of initially screening the intakes within two hours of their booking time. Additionally, mental health staff conducts consults with individuals within 24 hours of identification and the medical staff completes a history and physical of each detainee within 14 days of their incarceration.

Correct Care Solutions maintains accreditation through NCCHC and provides yearly suicide awareness training to the detention staff as part of that certification. CCS conducts internal audits on a regular basis and provides comprehensive updates to Sheriff's Office staff with accolades, concerns, and solutions. The CCS leadership retains quality personnel through positive interaction, mentoring, counseling, and discipline when necessary.

Sincerely.

Captain Mailand

Johnson County Sheriff's Office

Olathe, Kansas 66061



1.3 Summary of Vendor's Proposed Staff Management Approach and Subcontractors

1.3.1 Proposed Staffing

In response to the staffing specifications laid out in RFP # 17-250, CCS has proposed an alternate staffing plan to the one currently being followed at the ADF. We recommend transitioning from eight-hour LPN and RN shifts to 12-hour shifts. This will ensure that an RN will be on-site 24/7/365, and at least two licensed nursing professionals on-site at all times. Also we propose adding 1.4 FTE Certified Medical Assistant to both the day and evening shift. This will ensure adequate medical staff on-site to comply with the healthcare service provisions of the contract. We also recommend changing the matrix to have a Licensed Mental Health Professional on-site eight hours a day, seven days a week, as the RFP requests. HSA and provider hours will remain the same.

CCS Proposed Staffing									
Day Shift									
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
Health Service Administrator	8	8	8	8	8			40	1.0
Medical Director*		4		4				8	0.2
Mid-Level Provider (NP/PA/ARNP)*	8	8	8	8	8			40	1.0
Registered Nurse	12	12	12	12	12	12	12	84	2.1
Licensed Practical Nurse	20	20	20	20	20	20	20	140	3.5
Certified Medical Assistant	28	28	28	28	28	28	28	196	4.9
Dentist				4				4	0.1
Psychiatrist*	4		4					8	0.2
Mental Health Coordinator/Team Lead MHP	8	8	8	8	8			40	1.0
Mental Health Professional/MSW (Lic.)	10	10	20	10	10	10	10	80	2.0
Administrative Asst./Medical Records Clerk	8	8	8	8	8			40	1.0
Total Hours/FTE – Day								680	17.0
Night Shift									
Registered Nurse	12	12	12	12	12	12	12	84	2.1
Licensed Practical Nurse	12	12	12	12	12	12	12	84	2.1
Certified Medical Assistant	4	4	4	4	4	4	4	28	0.7
Total Hours/FTE – Night								196	4.9
Weekly Total									
Total Hours/FTE per week								876	21.9

^{*}May substitute one hour of physician time for two hours of mid-level practitioner time, or two hours of mid-level practitioner time for one hour of physician time, as necessary and with client approval.

To incorporate group sessions that are referenced in the RFP, we recommend an enhancement option of adding a Mental Health Professional to the above matrix.





1.3.2 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.

1.3.3 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 is transmitted 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 are put on 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 data and pay data is allocated to the individual departments where the employee is working and provided back to the client in the form of the FTE report.





1.3.4 Key Personnel

Following is an overview of key leadership staff who are involved with the implementation of services at the ADF 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 ADF 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: Aroya D. McGhee-Enyard

• On-Site Medical Director: Dr. James Billups

Psychiatrist: Charles Zaylor, DO

Mental Health Director: Jolene Herrell

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 ADF include:

Senior Regional Vice President: Andrew Walter

• Regional Manager: Kim Gerdes

• Regional Medical Director: Margo Geppert, MD

Regional Behavioral Health Manager: Scott Wilson, LCP



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 of which have been spent 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 with her recent Re-Certification in 2014. 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 ADF. 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 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				
Employee Relations	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				
Hannah Bernard, Esq.	HaBernard@correctcaresolutions.com				
Accounts Payable Manager	615-324-5729				
Stephanie Girdley	SGirdley@correctcaresolutions.com				
Designated Payroll Coordinator	615-312-7290				
Rebecca Howell	BHowell@correctcaresolutions.com				
Designated Case Manager	405-672-2145				
Lacey Meason	LMeason@correctcaresolutions.com				

Corporate Leadership



Chris Bove, President, Local Detention Division

As President of the Local Detention Division, Mr. Bove is responsible for the largest division within CCS. He provides operations oversight of local adult and youth detention and is ultimately responsible for the overall management and administration of the division. 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 CCS Local Detention 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.







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 and is board certified in general and forensic psychiatry.







Karen Galin, PhD, Chief of Behavioral Health

Dr. Galin has nearly three decades of experience as a clinical psychologist. She joined Correct Care Recovery Solutions (CCRS) as a psychologist at South Florida State Hospital in 2002 after serving in various clinical and administrative roles in varied settings, including a forensic facility, civil hospital, veteran's hospital, and pain clinic. Dr. Galin served as Director of Psychology and Forensic Services, Clinical Director, and Vice President of Clinical Services for CCRS, prior to becoming Chief Behavioral Health Officer for CCS. As Chief of Behavioral Health, she oversees behavioral health services for CCS and CCRS. Dr. Galin received a bachelor's degree in psychology from Emory University and a doctoral degree in clinical psychology from the University of Alabama.



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 at-risk 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 inmates, 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, the full extent of our company resources are available to you. Please see the following company organizational chart (Figure 2), as well as our proposed organizational chart for the ADF (Figure 3).





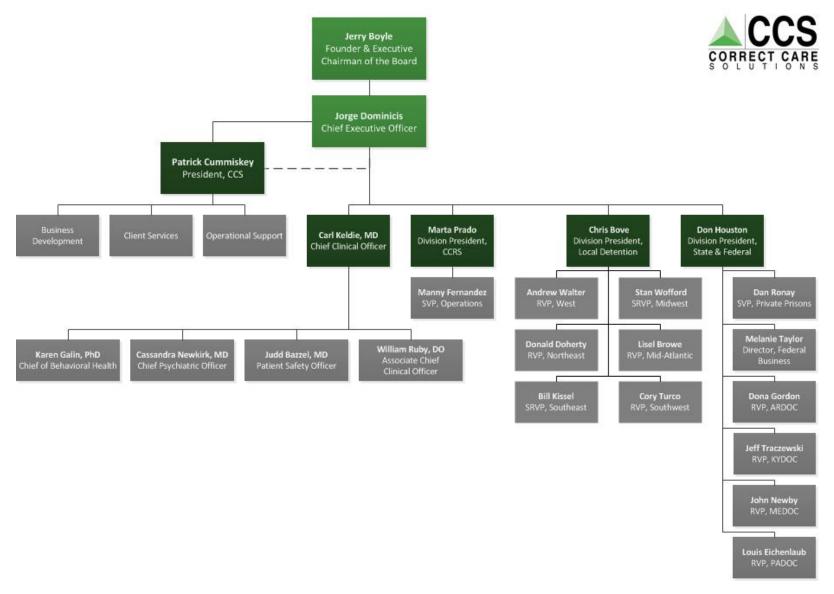


Figure 2. Corporate Organizational. Our structure is simple, effective, and functional by design to ensure that everyone understands accountability and responsibility for all actions.





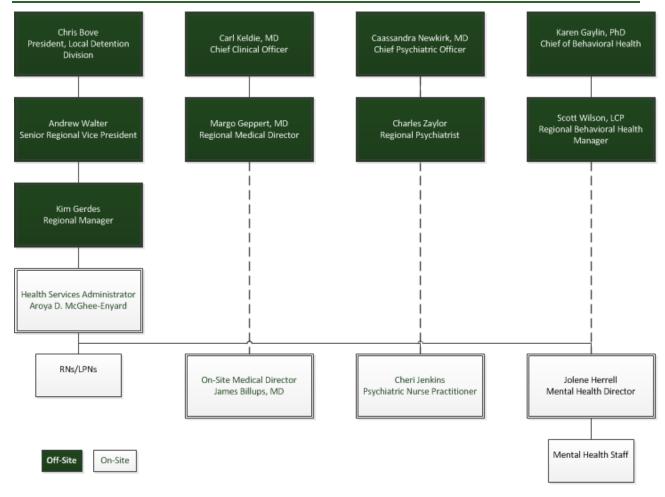


Figure 3. Project Team Reporting Relationships. All CCS employees function as a team, and every team member expects to be part of the solution.





1.3.5 Subcontractors

CCS has national contracts with the following providers, with whom we partner to provide various ancillary services for the ADF. Because of our ongoing partnership with these providers, we receive cost-effective and competitive pricing.

Subcontractor	Responsibilities
Diamond Pharmacy Services 645 Kolter Drive Indiana, PA 15701 featon@diamondpharmacy.com	Diamond is responsible for formulary and non- formulary oversight; prescribing, filling, and dispensing of medications; record keeping; appropriate licensure; DEA management; and the secure and proper storage of all medication. Emergency medications are purchased from Walgreen's at 5701 Village Boulevard. Lincoln, NE.
Stericycle 6100 N 60th St. Lincoln, NE 68507 nbrogen@stericycle.com	CCS has a national contract with Stericycle to ensure the safe disposal of used needles, sharps, and biohazardous waste.
Laboratory Corporation of America 531 S. Spring St. Burlington, NC 27215 cleryj@labcorp.com	CCS has a national contract with Laboratory Corporation of America to provide on-site laboratory services; however, CCS will coordinate services through the county's contract with LabCorp. Services include necessary supplies and a dedicated printer, timely pickup and delivery, and accurate reporting within 24 hours on most labs.





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2 Technical Proposal

2.1 Project Environment and Requirements

Lancaster County seeks proposal responses for the delivery and management of correctional health care at the County Adult Detention Facility (ADF), including medical, dental, and psychiatric services. All services must meet or exceed minimum NCCHC and Nebraska Jail Standards. You expect your health care partner to operate under NCCHC criteria for accreditation without lapse, and in accordance with established policies and procedures and ongoing audits. The ADF maintains complete and accurate electronic medical records and expects ongoing health statistics reporting. You require that your partner operate a health care program in a humane, respectful manner.

CCS meets all your requirements. As your incumbent provider of inmate health care services at the Adult Detention Facility since 2011, we provide superior and responsive comprehensive care that meets these requirements. We have policies and procedures in place that underpin the consistent and continued quality of our medical programs, and we are dedicated to maintaining a high quality of care for our clients and the patients we serve.

2.2 Scope of Work

As your incumbent provider of health care services at the Adult Detention Facility since 2011, 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.

2.2.1 Medical Services

Intake and Assessments

Lancaster County requires that the initial assessment, health history, oral screening, mental health screening and evaluation occurs during booking or within seven days of admission. Corrections officers perform intake screenings at the ADF upon the inmate's arrival. CCS nurses are available when needed to complete a medical assessment on each new admission indicating medical problems, treatment or taking medications in a timely manner to ensure medical needs are addressed. All screenings and forms are documented electronically in ERMA. In the event of a large admission group, CCS is ready to redirect staff and assist in the processing activity to reduce the backlog.

Medical Assessments

CCS conducts a comprehensive health assessment, including a complete medical history and physical, for all inmates before their being in custody for 14 calendar days. We typically target day 10 for health assessments to ensure its completion within the 14-day period required by NCCHC standards. During the health assessment, qualified personnel perform an initial dental screening and instruct the inmate on maintaining proper dental hygiene. Visual acuity tests are conducted during the assessment, and again each year during the inmate's annual physical.





For female inmates, Pap testing and breast examinations are completed as medically indicated. Any necessary immunizations and therapy are initiated during the assessment. The assessment includes any court-ordered testing or mandates, with records and interpretations sent to the requesting agency. The comprehensive health assessment minimally includes:

- A review of the receiving screening
- Review of health history and any additional data needed to complete the standard health history
- Recording of vital signs, height, and weight
- Mental health assessment
- Dental screening
- PPD test for tuberculosis (if not previously administered) and laboratory and/or diagnostic tests when clinically indicated or judicially mandated
- The collection of additional health data to complete the medical, dental, mental health, and immunization histories
- A physical examination (including breast, rectal, and testicular exams as indicated by the patient's gender, age, and risk factors)
- For female inmates, inquiry into menstrual cycle and unusual bleeding, current use of contraceptives and medications, breast masses and nipple discharge
- Vision screening and hearing screening
- Other tests and examinations as appropriate, required, and indicated (diagnostic panel, urinalysis, EKG, etc.)
- The initiation of therapy and immunizations as indicated
- Any abnormal results of the health assessment are reviewed by a physician or mid-level provider for appropriate disposition
- Any court-ordered testing or mandates with appropriate records and interpretations sent to the requesting agency
- Date and time of the health assessment are recorded
- Title and signature of the individual performing the assessment

Medical staff may be required to help determine fitness for confinement.

CCS staff records the number of inmates who refuse physicals, as well as the reasons for refusal. A physician, a mid-level provider, or an RN trained by the Medical Director conducts the health assessment in accordance with local regulations and records their findings on an ADF-approved form. A CCS physician reviews, signs, and dates any assessments completed by RNs and any abnormal assessments completed by the mid-level provider.

Sick Call

During the receiving screening process, inmates are advised of their right to access care and the process for requesting health care services. Inmates 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. All medical complaints are recorded, along with a recommended intervention and referral to appropriate health care staff. CCS will continue to allocate sufficient health care staff for the sick call process to allow all inmates to be seen in a timely manner 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. Inmates receive a face-to-face consultation at the next scheduled nurse sick call. Should the need arise outside the scheduled sick call, inmates who require urgent or emergent medical attention are seen on the same day they request such services.

Drug and Alcohol Withdrawal

CCS provides medically supervised on-site withdrawal management services in accordance with all applicable standards of treatment. Health care staff are trained to recognize the signs and symptoms of withdrawal and to take the proper next steps to 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 **CONFIDENTIAL AND PROPRIETARY**.

When medically indicated, patients undergo a complete withdrawal management program, minimizing risk of adverse symptoms and the need for off-site treatment. The CCS Withdrawal Management Program comprises the following steps:

Step 1: 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 are identified as being at risk for withdrawal receive a more in-depth assessment. CCS staff completes 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.





Step 2: Observation and Monitoring

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

Patients undergoing withdrawal monitoring are assessed by medical personnel three times daily and anytime requested by facility staff. 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.

Step 3: 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.

We have provided an example of the CCS Clinical Decision Support Monograph for Alcohol Withdrawal in **Proprietary Attachment 4**. Please note that this information is confidential and proprietary.

Infirmary

CCS maximizes use of the ADF's medical housing for the care and observation of inmates requiring confinement. This housing is used as a protective environment for inmates exhibiting symptoms or behavior serious enough to require notification of medical or mental health staff. Our medical and mental health staffs meet daily with security staff to share relevant information, to review the status of inmates under constant observation, and to make determinations regarding continued observation or return of inmates to general population. The CCS physician approves each inmate's return to general population when recovered.

CCS ensures that your medical housing has the necessary staff and supplies to provide both routine and emergency ancillary services on-site. CCS utilizes a combination of RNs, LPNs, and Medical Assistants for the provision of care. A supervising RN is on duty daily.

An initial nursing assessment for all admissions is completed by an RN and a nursing note is prepared at least once per shift or more often as indicated by the patient's condition. A manual of infirmary-specific nursing care procedures has been developed and is updated annually.





CCS has experience managing NCCHC-certified infirmaries for our clients and assists in establishing a certifiable infirmary program at the ADF should you seek to obtain such certification. Through appropriate infirmary operations, CCS is often able to reduce hospital days, creating savings for both offsite costs and officer time.

Case Management

CCS provides multidisciplinary treatment plans and customized treatment and case management programs for all patients in need of special accommodation to help ensure proper placement, necessary care, and continuity of care throughout incarceration. We will continue to provide a case review of any patient on ADF's request.

2.2.2 Dental Health

CCS provides dental services to satisfy the dental care needs of the inmate population in accordance with NCCHC and ACA standards. 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.

Consistent with the CCS care philosophy, services are provided on-site to the extent possible. Dental services, including but not limited to exams and treatment (e.g., emergency fillings and extractions), are provided by dental personnel licensed to practice in the State of Nebraska. The CCS proposed staffing plan includes a dentist on-site four hours a week.

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

Dental Screening

Inmates receive a dental screening within 14 days of admission during the comprehensive health assessment. A qualified health care professional performs the screening and instructs the inmate on maintaining proper dental hygiene. The dental screening includes:

- Prevention of dental disease and oral hygiene education
- Charting of decayed, missing, and filled teeth
- Taking dental history
- Keeping a dental record for each patient
- Dental specialist referrals, if needed
- Provision of all dental prosthetics and lab services as required
- Provision of maxillofacial surgery services when indicated

Unless an emergent need is identified during the dental screening, inmates receive a dental examination by a dentist within 90 calendar days of admission. Those incarcerated for more than 12 months receive a dental treatment plan, including X-rays.





Dental Treatment Priority

Inmates can also request dental services through the sick call process. The dentist evaluates the inmate's initial dental screening, assesses the severity of their specific complaint, determines the medical impact of the issue, and prioritizes and schedules treatment. If it is determined that non-treatment would compromise the inmate's health, the appropriate dental services are provided as soon as possible.

The Classification and Priority Treatment program gives priority scheduling to:

- Inmates who need emergency dental treatment, including but not limited to those with abscessed teeth, trauma, and facial swelling
- Inmates who have chronic medical conditions such as diabetes, heart conditions, or any condition that compromises their immune system
- Inmates who do not have sufficient teeth to masticate the food provided by the correctional facility

2.2.3 Mental Health

CCS has been providing mental health care to incarcerated populations since our inception in 2003. We provide mental health and/or psychiatry services at most of our client facilities throughout the country. In those facilities where mental health services are provided by another contractor, local agency, or group, CCS works in collaboration and cooperatively to ensure that the needs of this population are met.

CCS believes in taking a proactive approach to the mental health needs of our client 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 is targeted to specific presenting issues and designed to address recidivism risk factors.

Licensed mental health professionals provide psychiatric care, including crisis evaluations, psychiatric assessments and referrals, medication and side effects monitoring, and any required follow-up or discharge planning. A mental health professional provides on-site assessment and treatment of patients with clinical symptoms. A licensed practitioner is on-call 24/7.

The CCS Mental Health Program, which emphasizes identification, referral, and treatment, is based on established policies, procedures, and protocols that provide consistency of care for each patient. These policies and procedures address the provision of mental health services, including inmate assessment and evaluation, suicide prevention, special needs treatment plans, referrals for care, ongoing care, and discharge planning. Our corporate and regional mental health teams coordinate with local providers to deliver a mental health program that is fully standards compliant and designed to meet the needs of the incarcerated population.





CCS Mental Health Program		
Feature	Description	
Psychiatric Services	CCS staffs psychiatric providers to conduct applicable assessments, crisis services, and ongoing medication monitoring. Psychiatric providers coordinate all services with mental health and medical staff.	
Special Observation	Inmates with suicidal tendencies and other conditions are placed on special observation status. Mental health personnel perform scheduled rounds and evaluations when inmates are placed in observation or isolation. Inmates are cleared from close observation and suicide watch only by qualified mental health professionals.	
Special Needs Program	CCS makes every effort to identify inmates with serious mental health issues that may impact their ability to function independently while incarcerated. These inmates receive an individualized treatment plan and mental health services.	
Group Counseling	CCS offers group and/or individual counseling services designed to address the mental health needs of the inmate population. As part of the receiving screening and health assessment processes, those offenders identified with significant mental health needs are evaluated by a member of the mental health staff for enrollment in group or individual counseling services.	
Multidisciplinary Communications	CCS ensures open communication between nursing, mental health, and correctional personnel.	
Psychotropic Medications	The psychiatrist performed a health record review prior to prescribing psychotropic medications, obtain informed consent from the patient, and educate the patient on treatment with psychotropic medications. Inmates are prescribed psychotropic therapy only as clinically indicated and are monitored for medication compliance and drug toxicity.	
Crisis Management	CCS manages mental health emergencies utilizing designated mental health housing as a protective environment for inmates requiring close monitoring until a comprehensive mental health evaluation can be completed and an appropriate disposition determined.	
Suicide Prevention	Inmates determined to be a suicide risk are placed on suicide watch until they are evaluated by mental health staff and ultimately cleared by a qualified mental health professional. CCS has established a Suicide Prevention campaign that includes enhanced staff training, as well as assessment and monitoring of inmates at increased suicide risk.	
Reporting and Recordkeeping	CCS maintains current and accurate health records, service delivery logs, and other reports related to mental health services.	
Administrative and CQIP Meetings	CCS participates in periodic, scheduled administrative and Continuous Quality Improvement Program (CQIP) meetings regarding mental health services.	

The CCS Mental Health Program is overseen by CCS Chief Psychiatric Officer, Cassandra Newkirk, MD, and CCS Chief of Behavioral Health, Karen Galin, PhD, who works directly with the on-site mental health and psychiatric staff at the ADF. The CCS mental health team regularly convenes to discuss common issues and problems with the goal of developing joint solutions and providing the best possible proactive care for our patient populations.





The CCS Mental Health Program includes on-site visits and structured conference calls to discuss and improve established policies. The entire CCS team is tasked with building a collegial communication structure in the care of all patients. Our program is designed to ensure that no CCS site will ever feel as though it is unsupported or operating in a vacuum. CCS clearly defines what is required to trigger a cross-team communication event and holds our team accountable for ensuring this happens whenever necessary.

Mental Health Referrals and Triage

A hallmark of the CCS Mental Health Program is the emphasis placed on early identification of mental health issues. All parties benefit when a proactive plan of care is started as soon as possible after admission to a facility, but the most benefit is for the patient. Admission to a correctional setting can be an overwhelming and distressing event. Establishing contact and rapport with a mental health provider quickly can serve to assuage many concerns and fears while helping the patient realize there are caring providers who are working with them to establish and/or maintain stability throughout the duration of their incarceration.

To begin the early identification process, we use a structured mental health screening tool at intake to screen inmates for mental health issues. This structured screening tool complies with current NCCHC Mental Health Standards and contains an enhanced suicide risk assessment component. The need for securing release of information documents is also determined as part of the mental health screening, particularly related to reports of current treatment involvement as these records are an invaluable asset to continuity of care efforts. When it is determined that a patient received mental health care prior to incarceration, efforts are made by the nursing staff to obtain treatment information and verify medications from community providers to facilitate continuity of care.

Mental Health Referral Plan

Mental health referrals can occur at any time during the inmate's incarceration. Suicide Prevention Program training is a mandatory part of CCS new employee orientation and is also required annually for all CCS employees and subcontractors. The program teaches medical and correctional staff to recognize when an inmate is in need of emergency mental health care, based on questions asked during the receiving screening and any warning signs of self-harming behavior. Inmates may report suicidal ideation to medical, mental health, or security personnel. Concerns expressed by family members and/or correctional personnel prompt follow-up and documentation from CCS staff.

Triage of Mental Health Referrals

CCS mental health staff performs an initial mental health screening following intake on those patients referred to the Mental Health Program. Urgent referrals are managed by mental health staff without delay, with follow-up by the CCS psychiatric provider as needed. Medical staff addresses urgent referrals received after hours and contacts the on-call psychiatrist as needed. CCS provides adequate staffing to allow for timely mental health evaluations so that inmates with mental health issues can be stabilized as quickly as possible and medications can be initiated. We review and triage referrals daily and respond to them in accordance with clinical judgment and NCCHC standards.





Mental Health Evaluation and Treatment Planning

Unless an emergent concern is identified during the receiving screening, inmates referred to the Mental Health Program receive a complete evaluation by qualified mental health personnel within 24-72 hours of intake. If the evaluation indicates that ongoing evaluation and treatment are required, we establish a treatment plan, schedule the inmate's next session, and make the appropriate referral if a psychiatrist's services are required. Inmates currently prescribed psychotropic medications, those currently receiving mental health treatment, and those identified as having a history of mental illness or self-harm are referred for care.

Designated Mental Health Evaluation

Mental health evaluations follow current NCCHC Mental Health Standards for Mental Health Screenings and Evaluations and include:

- History of inpatient and outpatient treatment
- Current psychotropic medication
- Suicidal risk, including history of suicidal behavior
- Drug and alcohol usage
- History of sexual offenses
- History of violent behavior
- History of victimization
- History of cerebral trauma or seizures
- Emotional response to incarceration
- Documentation of informed consent

Treatment Plans

Once safety and stability issues have been addressed, the focus of the Mental Health Program can shift to treatment planning and programming designed to move beyond maintenance and address risk factors for recidivism. In many instances, substance use disorders are highly correlated with a person's justice system involvement and must be treated if recidivism is to be lowered. Other key elements to address include cognitive thinking patterns that are supportive of criminal behavior, trauma histories, and lack of adequate community support (e.g., housing and other resources). CCS uses an individualized approach to treatment planning to ensure that each person's needs are addressed in the most effective manner possible during their incarceration. Treatment plans include the care to be provided, the roles of the members of the treatment team, and discharge planning as needed.

CCS understands the importance of proactive treatment planning and has learned that the delivery of proactive patient care in the correctional setting produces several long-term benefits, including:

- **Fostering patient trust:** CCS patients feel important and heard. The CCS team provides care with the respect and understanding that these patients deserve. This includes knowledge of each patient's specific situation and needs, including communication with previous care providers as necessary to ensure the continuation of patient-specific treatment programs that provide the best possible care while fostering patient trust.
- Reducing patient emergencies: CCS understands our patients. We do not wait for an emergency to occur. Instead, we actively treat each patient to ensure that their needs are understood and met. Proactive treatment planning and care reduce emergencies that typically result from the provision of reactive patient care.





- Identifying relevant trends: CCS implements CQI audits to evaluate our programs and to help us anticipate issues before they occur. We systematically review the quality of our mental health services throughout the year and take actions to improve processes and outcomes based on these reviews.
- **Improving the level of services being offered:** CCS works closely with you to develop site-specific improvements where possible.

Crisis Management

CCS plays an active role in managing mental health emergencies. Designated mental health housing are used as a protective environment for inmates exhibiting behaviors that require close monitoring. Inmates demonstrating self-injurious behaviors and increased suicide risk are placed on constant observation until a comprehensive mental health evaluation can be completed and an appropriate disposition determined. Upon notification that an inmate will be placed in segregation, a qualified health care professional conducts a chart review to ensure there is no contraindication to the placement. The chart review is documented. Inmates isolated for psychiatric purposes are examined by the physician or designee within 48 hours after initial confinement.

Segregation and Monitoring

Mental health staff is notified when an inmate is placed in restrictive housing, and available to participate in the ongoing monitoring of the inmate's progress. Segregation rounds are conducted by mental health staff weekly and by medical staff at least three times per week on a schedule agreed upon by CCS and the ADF. CCS maintains a record of segregation rounds, and clinical encounters are noted in the patient's health record. The psychiatrist or designee determines when an inmate can be returned to general population, with documentation in the patient's medical record regarding the decision. Mental health staff meets daily with security staff to share relevant information, review that status of inmates on constant observation, and make determinations regarding continued observation or return of the inmates to general population.

Involuntary Commitment

An essential component in the process of developing a care plan for inmates suffering from mental illness is determining proper placement. If an inmate with serious mental illness refuses to participate in treatment protocols, mental health staff determines whether he or she is being housed appropriately. Consideration is given as to whether the patient needs to be monitored more closely and placed in alternative housing, when applicable. If the patient exhibits a grave disability that cannot be safely and appropriately managed in a specialized correctional environment, mental health and psychiatric staff, in consultation with the CCS Director of Psychiatric Services, consider the need and appropriateness for pursuit of involuntary commitment proceedings and work to facilitate proper placement.

Suicide Prevention

Suicide is a leading cause of death in jails, and CCS takes suicide awareness and prevention very seriously. The CCS Suicide Prevention Program is based on policies and procedures that address education, screening, intervention, special needs treatment plans, and ongoing care. CCS has had considerable success preventing suicides in our facilities. We deem the only acceptable number of suicides to be zero, and we continually improve our efforts towards suicide awareness and prevention. CCS has established a Suicide Prevention campaign that involves enhanced staff training, assessment using the Columbia Suicide Severity scale, and monitoring of inmates at increased risk for suicide.





Risk of inmate suicide is highest during the first 48 hours of incarceration, so it is crucial that such risk is identified immediately. Suicide prevention training is a mandatory part of CCS new employee orientation and is also required annually for all CCS employees and subcontractors. The program teaches medical and security staff to recognize when an inmate is in need of emergency mental health care, based on questions asked during the receiving screening and any identified risk factors and warning signs for self-harm. Any inmate who is determined to be a suicide risk is placed on suicide watch until evaluation by the mental health staff and ultimately cleared by a qualified mental health professional.

CCS Suicide Prevention Program		
Feature	Description	
Identification	The receiving screening and health evaluation processes include an assessment for suicide risk.	
Training	Medical and security personnel are trained on suicide prevention during new employee orientation and annually after that. Ongoing and frequent staff training on suicide prevention is central to the CCS Suicide Prevention campaign.	
Assessment and Housing	If it is determined that an inmate poses a suicide risk, he or she is assessed by mental health personnel without delay and receives increased monitoring, as appropriate for the level of risk.	
Treatment	Treatment plans addressing suicidal ideation and its re-occurrence are developed and patient follow-up occurs as clinically indicated.	
Monitoring	 CCS suggests the following options for those at risk for self-harm: Continuous Watch: Constant observation of the inmate. 15 Minute Watch: Direct observation of the inmate at least every 15 minutes on an irregular schedule. 	
Referrals and Follow-Up	Inmates demonstrating self-harming behaviors and those identified as suicide risks are referred to mental health personnel for evaluation. CCS recommends placing these inmates on constant observation until the mental health evaluation can be completed and an appropriate disposition determined. When an inmate is released from suicide watch, follow-up by mental health staff occurs within seven days, but may occur sooner as needed.	
Community Referral	The Director or designee is notified if an inmate identified as a suicide risk is scheduled for release.	
Communication	An inmate may report suicidal ideation to medical, mental health, or security staff. Concerns expressed by family members and/or security staff receive prompt follow-up from CCS staff. CCS fosters close communication between medical, mental health, and security staff as a component of our Suicide Prevention Program.	
Intervention	Suicide gestures and attempts are taken seriously and CCS personnel are trained to respond appropriately.	
Notification	The Health Services Administrator (HSA) is informed when there has been a suicide attempt or if an inmate has been placed on suicide watch.	
Reporting	The HSA, Medical Director, and the Jail Director or designee are informed of suicide attempts.	
Review	Suicide attempts are considered a significant event and therefore a retrospective review is completed.	
Support	Mental health personnel are available to help support anyone who may have been affected by a suicide and may need help adjusting to the situation.	





Suicide Risk Identification Screening

CCS recognizes the importance of an integrated approach to mental and behavioral health care that includes, at its heart, a solid suicide risk identification, management and reduction program. There are periods of time during incarceration that pose a higher risk of suicide, such as (i) within the first 48 hours of incarceration, (ii) following the

Suicide attempts within correctional facilities predominantly occur within the first 48 hours of incarceration, so identifying this risk is a crucial aspect of the CCS intake screening process.

imposition of a major sentence, or (iii) after learning of a significant loss. Although all suicides cannot be predicted or prevented, we do believe that both the risk and the prevalence can be significantly reduced through proper screening, training, management, follow-up and treatment.

CCS employs a "no tolerance" policy when it comes to suicidal threats/gestures; thus, we treat all of them like the word "bomb" in an airport – all threats and behaviors are taken seriously and acted upon immediately. CCS utilizes "Best Practices" and continuously reviews the available literature to maximize the effectiveness of the deterrent training we provide, to update our policies and modify our procedures.

Effective mental health screening of all intakes is a critical piece of any Suicide Risk Identification and Reduction Program. Positive screens, defined as those that reflect acute symptoms of mental illness or an ideation of danger to self or others, trigger an immediate referral to CCS mental health staff. Those inmates with a history of mental illness/mental health treatment also trigger a referral to the CCS using established methods of communication and documenting the request on the proper Referral for Mental Health Services form.

CCS medical staff is responsible for the observation of all inmates in the infirmary and medical housing for medical purposes.

When an inmate is placed on suicide watch CCS performs an initial assessment and follow-up care.

Protocol for Psychotropic Medications

CCS emphasizes high standards of psychiatric care by providing quality treatment, including psychotropic medication, to those patients with serious mental health issues. We have developed written policies, procedures, and clinical letters for psychiatric services that address treatment plans, laboratory studies, informed consent, non-compliance, and management of various conditions. A medical evaluation, routine lab work, and regular blood pressure monitoring are performed as indicated on inmates requiring psychotropic medications. The results of all such monitoring is documented in the patient's medical record. The psychiatric provider conducts a medical record review prior to prescribing psychotropic medications and will provide inmates with educational materials on prescribed medications.

CCS provides adequate staffing to allow for timely mental health evaluations so that inmates with mental health issues can be stabilized as quickly as possible and medications can be initiated. When it is determined that an inmate received mental health care prior to incarceration, efforts will be made by the nursing staff to obtain treatment information and verify medications from community providers to facilitate continuity of care. Individuals who report psychotropic medication use at intake are asked to complete a Release of Information (ROI) so that the medication verification process can begin. Medications that are verified are reviewed by a psychiatric prescriber and continued as clinically





indicated. If there is an immediate need to initiate medication, the medication is obtained from the backup pharmacy (Walgreen's). Medications for life-threatening or serious chronic diseases are not delayed upon admission.

If the medication verified is not considered a formulary medication within CCS, the medication order is bridged for up to 30 days to ensure no break in care while allowing time for a psychiatric provider to review the clinical necessity of the medication. Typically, given the nature of jails as short-stay facilities, verified medications (whether formulary or not) are continued throughout the duration of an individual's placement unless the person reports side effects, poor response to the regimen, or a different medication is considered more clinically appropriate for the person's current symptom constellation. If a non-formulary medication is to be continued after the initial bridge order, the psychiatric prescriber requests continuation of the medication, to include a brief clinical rationale for the medication, through the CCS Non-Formulary Medication Request process. These requests are reviewed on a daily basis by our pharmacy vendor's clinical specialists.

Medication Education

Education is provided at the time of the medication order regarding the risks and benefits associated with each prescribed medication and will be documented in the patient's medical record. This education consists of informed consent, verbal information, and (where available) written information related to contraindications. Female inmates are specifically educated regarding the risks of taking medication while pregnant. All female inmates are tested for pregnancy before orders being written for medications, if a pregnancy test has not already been provided. Informed consent is obtained and documented in the patient's health record prior to the initiation of psychotropic medication.

Emergency Medication Protocol

The right to refuse mental health treatment is inherent in informed consent; however, psychiatric emergencies do occur. In accordance with NCCHC standards, CCS has developed an emergency psychotropic medication protocol for patients determined by a physician to be dangerous to themselves or others due to acute psychiatric symptoms. The emergency administration process complies with applicable laws and regulations governing emergency use of forced psychotropic medications. Emergency psychotropic medications are prescribed only when clinically indicated, and are not used for disciplinary reasons or for the management of negative behaviors associated with personality disorders. CCS has a Quality Improvement process for monitoring emergency administration of psychotropic medications that will be completed after such an event occurs.

When an emergency medication is administered, the patient is placed on continuous observation for no less than one hour to monitor vital signs, including respiratory status. The patient must then remain on continuous observation watch until a mental health staff member, through a face-to-face evaluation and consultation with a psychiatric provider, determines that the patient no longer poses an imminent threat to self or others. If a second dose of emergency psychotropic medication is considered, the psychiatrist must reconsider the entire course of care during the immediate event. In no case may a psychiatrist order a third dose of emergency psychotropic medication without a face-to-face evaluation of the patient. Additionally in these cases, the psychiatrist considers the need to petition for commitment to an inpatient psychiatric unit if the patient is determined to present a need for this level of care.





Mental Health Record Management and Integration

An important initiative in total patient care is cooperation and coordination between medical and mental health teams, which CCS emphasizes in our mental health programs. Integrating the patient's information in an accessible health record will promote and enhance this effort by allowing medical and mental health staff to make decisions based on all available data and information.

Counseling Services

CCS offers a variety of mental health services designed to achieve stability as quickly as possible. Mental health professionals are trained to work with inmates entering the system who present as naïve to the correctional environment or particularly vulnerable based on stature, mental illness, or developmental disability. They provide assessments, treatment, education, case management, and discharge planning services with these individuals.

When inmates are in crisis, they receive regular visits from mental health staff in order to provide support and evaluate their risk. Providing supportive and diagnostic services to inmates when they are in crisis will:

- Provide needed support to the inmate
- Manage utilization of medical services (research has demonstrated that many people in crisis seek medical attention when their needs are more psychological) and provide a point of collaboration with the psychiatric provider if a medication adjustment or re-assessment is needed

CCS may refer inmates to a program of individual and/or group counseling services designed to address the mental health needs of the inmate population. As part of the health assessment process, inmates identified as having significant mental health needs are evaluated by a member of the mental health staff for enrollment in individual or group counseling services. CCS will consult with you regarding the continuation of any groups currently offered at the facility.

Group Counseling

CCS offers a variety of groups for our clients, which could be implemented if desired by the ADF. These programs are offered in addition to the other fundamental aspects of the CCS Mental Health Program, including crisis management, special needs programming, intake evaluations, and suicide prevention. Available group programs include:

- Coping Skills
- Seeking Safety
- Changing Lives, Changing Outcomes
- Escaping the Cage

Two of these programs, "Changing Lives, Changing Outcomes" and "Escaping the Cage," were developed exclusively for CCS, making them a unique benefit of a CCS partnership. CCS looks forward to discussing these and other options to ensure our mental health programming meets your needs.

Following are detailed descriptions of the unique mental health programs CCS has to offer.





Coping Skills

This program provides materials for skill-building groups with patients who have significant problems related to mental illness. Program content includes Focusing on Our Strengths; Understanding Mental Illness; Reducing Stress; Connecting with People; Expressing Our Positive Feelings; Getting Closer to People; Standing Up for Ourselves in a Positive Way; Managing Anger; Using Our Time Well; and Avoiding Problems with Alcohol and Drugs.

Seeking Safety

"Seeking Safety" is an evidence-based, present-focused counseling model to help patients attain safety from trauma and/or substance abuse. It directly addresses both trauma and addiction, but without requiring individuals to delve into the trauma narrative (the detailed account of disturbing trauma memories), thus making it relevant to a very broad range of patients and easy to implement.

Changing Lives, Changing Outcomes

"Changing Lives, Changing Outcomes" is an evidence-based program targeting patients with serious mental health issues who are at high risk for criminal recidivism. The program is most effectively implemented in a group format, meeting for three sessions per week for approximately 90 minutes per session. This approach to treatment is built on the Risk-Needs-Responsivity model for recidivism risk reduction.

This program was developed by Dr. Robert Morgan, a consultant with CCS who holds the John G. Skelton, Jr. Regents Endowed Professor Chair in the Department of Psychology at Texas Tech University. Dr. Morgan's research has been funded by the National Institute of Mental Health (NIMH), the National Institute of Justice (NIJ), and the Center for Behavioral Health Services & Criminal Justice Research.

Changing Lives, Changing Outcomes utilizes a bi-adaptive model of intervention by targeting mental illness and criminalness to improve functional outcomes for justice-involved persons with mental illness. This intervention includes a three-part treatment protocol: Part I includes Mental Illness and Criminal Awareness, Medication Adherence, and Coping with Mental Illness and Criminalness; Part II focuses on Problematic Thoughts and Attitudes, Emotions Management, and Problematic Associates; Part III addresses Preparing for Change, Skill Development, and Substance Abuse.

Case Management

CCS provides multidisciplinary treatment plans and customized treatment and case management programs for all patients in need of special accommodation to help ensure proper placement, necessary care, and continuity of care throughout incarceration. We will provide a case review of any inmate on ADF's request.

As part of our program, CCS staff obtains community records, verifies psychotropic medication regimens, and ensures continuity of care. They initiate referrals for services to treat the conditions identified during the mental health evaluation, which may include psychiatry services, Special Needs Program enrollment, placement in designated mental health housing, individual and group counseling (including substance abuse treatment services as indicated), discharge planning services, or transfer to more intensive mental health programs if the individual presents with mental health issues beyond what can be safely addressed in a correctional setting.





Perhaps the most important factor related to successful re-entry is the stabilization of mental health issues before release from custody. It is very difficult for an individual to successfully navigate free world expectations when he or she is actively experiencing symptoms of a serious mental illness. CCS offers a variety of mental health services designed to achieve stability as quickly as possible. These services, along with a proactive discharge planning program that identifies needs and arranges for community services to address them, are designed to build as much structure as possible around each person to prepare for their release.

Continuity of Care

Mental health presents a challenge for most jails and a great opportunity to make a significant impact on the community. CCS extends continuity of care for our patients by helping to connect them with community resources. Most offenders are under our care for a limited time, so they must be made aware of available services, and know how to access them for support long after they have been released from jail. Our goal is to educate patients about all resources available to them to help meet the challenges faced in sustaining a healthy and crime-free lifestyle. CCS works hard to provide as many community resources as possible to enable discharged patients to continue their treatment plans, with the goal of enhancing their mental health and reducing the likelihood of recidivism.

CCS partners with community providers to enhance continuity of care for your inmate population. We are committed to being active in connecting our programs with community efforts, which allows us to obtain information regarding community treatment regimens and refer patients before release to appropriate community programming. We view ourselves as part of the community mental health continuum and we are dedicated to working with community providers when their clients are admitted to the jail setting. CCS places special focus on continuity of care for those patients with mental health issues and chronic diseases.

Substance abuse treatment is another integral component for many released patients. Because addiction is typically a chronic disease, people cannot simply stop using drugs for a few days and be cured. Most patients require long-term or repeated episodes of care to achieve the ultimate goal of sustained abstinence and recovery of their lives. Attempting to navigate free world demands while also attempting to maintain sobriety in the absence of community treatment resources is not likely to be successful. Therefore, CCS coordinates with community providers to ensure appropriate substance abuse treatment services upon release.

Discharge Planning

CCS believes that discharge planning must start on Day One to be effective, and we have policies in place regarding discharge planning for released inmates. During initial contact with the clinical provider, inmates are informed about community resources available upon discharge. CCS works with local mental health providers to develop processes to ensure continuity of care for discharged patients, especially those with dual diagnoses of mental illnesses and substance abuse. We strive to enhance these patients' state of health and reduce the likelihood of recidivism by providing them with as many resources as possible to continue their treatment plans.

When an inmate is discharged from the ADF, CCS assists in creating discharge plans that details the needed post-release care. Within 48 hours of notification of an inmate's pending release into the community, CCS performs a discharge screening to determine the need for post-release medications and medical assistance. We medically clear inmates for discharge and secure a medical necessity form





signed by the practitioner for any discharge medications. CCS ensures that inmates have an adequate supply of required medications to accommodate the transition of care to a community provider. We also assist you in making post-release referrals for continuing care. If immediate post-release care is needed, CCS coordinates with you to secure post-release appointments. We also assess the need for medical assistance and the completion of necessary paperwork.

Discharge Medications

CCS has developed a method for providing discharge medications that can be instituted in Lancaster County if desired by the ADF by working in conjunction with an agency called InMedRx. When CCS is given sufficient notice of release, we provide prescriptions for patients in need of discharge medications, including psychotropic medications. Prescriptions are sent to a local pharmacy in InMedRx's network; CCS completes a Patient Prescription Eligibility Form, which provides all billing information needed by the pharmacy to bill electronically. The patient provides proof of identity at the pharmacy to obtain their medication. Using InMedRx increases the number of patients who are able to obtain discharge medications and improves continuity of care.

2.2.4 Female-Specific Services

CCS understands the special health care needs of female patients and we have established a program that addresses these needs in accordance with NCCHC and ACA standards. All medical staff working with the female population are familiar with the specialized aspects of care required. The CCS Female Health program includes the following elements:

- Determination of menstrual, pregnancy, and gynecological problems as part of the receiving screening
- Determination of pregnancy status by history and/or pregnancy testing, as appropriate
- Provision of appropriate housing and dietary support for identified pregnant patients; diet and vitamins are planned in accordance with recommendations from the American Congress of Obstetricians and Gynecologists and those from Registered Dieticians
- Identification of appropriate activity capabilities for pregnant and non-pregnant female patients (medical clearance for work as appropriate)
- Daily reporting of identified pregnant patients in the facility, including anticipated delivery dates and identification of those who are considered high-risk pregnancies so that security personnel can plan for required off-site travel
- Screening for sexually transmitted diseases found at significant frequency in the population
- Coordination of comprehensive counseling and assistance to pregnant patients planning to keep their child, considering adoption, or seeking abortion services
- On-site obstetrical care when it can reasonably be provided
- Management of chemically dependent pregnant female patients, including education and counseling
- Identification of and management of opiate-addicted pregnant patients
- Provision of postpartum care, including but not limited to lactation, monitoring for postpartum depression, contraception, and education
- Pap smear testing in accordance with the recommendations of major medical societies, modified to reflect individual patient medical needs





- Breast cancer screening in accordance with recommendations of major medical societies, modified to reflect individual patient medical needs; anticipated duration of confinement is also considered
- Access to obstetrical and gynecological specialists
- Provision of health education on issues specific to the female population
- Provision of contraceptive counseling and/or medication as medically necessary

Prenatal Care

Pregnant patients receive timely and appropriate prenatal care, specialized obstetrical services, and postpartum care when indicated. These services are provided through a scheduled on-site clinic whenever possible (typically through the first 24 weeks of an uncomplicated pregnancy and after delivery). Upon determining that a female patient is pregnant, CCS staff ensures that she receives family planning counseling and discussion of options with regard to the outcome of the pregnancy.

High-risk pregnancies and pregnancies past 24 weeks are managed by an experienced obstetrical specialist. CCS will continue to facilitate testing that can be performed on site. Patients with high-risk pregnancies are monitored regularly and placed in medical observation or hospitalized when needed. Prenatal care includes but not be limited to:

- Pregnancy testing
- Routine and high-risk care, including monitoring fetal growth and heart tones
- Comprehensive counseling and assistance
- Family planning services prior to release
- Laboratory and diagnostic tests, including HIV and other testing as recommended by the
 American College of Obstetricians and Gynecologists, including testing for gestational diabetes
- Counseling regarding future pregnancies
- Food and vitamins appropriate to support pregnancy
- Observation for signs of toxemia, including urine testing for proteins and ketones
- Counseling on appropriate levels of activity, safety precautions, and nutrition both during and after pregnancy
- Management of chemical dependencies

Perinatal care is provided in accordance with specialists' recommendations and usually takes place in the hospital setting. Patients released back to the facility are reviewed immediately by health care personnel and placed under medical observation for a minimum of 23 hours. Since separation from a child can trigger self-harming behavior, mental health staff evaluates the patient's emotional status.





Female Mental Health Needs

CCS recognizes that there are special aspects to the mental health needs of female patients. There are three areas that require special planning:

- Female patients have often been their child's primary or sole caregiver. The separation caused by confinement creates additional stressors that affect the female patient, even in the absence of other mental disorders.
- 2. Female patients have often been the victims of violence, including both sexual and spousal violence. Post-traumatic stress disorder occurs frequently in this population and often requires specific interventions.
- 3. Female patients evidence a higher prevalence of serious mental disorders, such as bipolar disorder, major depressive disorder, and schizophrenia than male patients, and thus require the dedication of a larger number of mental health professionals than would the same number of male patients.

When CCS plans services for a facility, we take these issues into account as we consider the overall system needs.

2.2.5 On-Site Specialty Care

We understand our role as a steward of the taxpayers' dollars, and we are dedicated to reducing unnecessary costs and community risk associated with off-site care. We provide as many on-site medical services as possible to limit the number of patients who must be transported off-site, while ensuring that inmates receive medically necessary health care services in the most appropriate setting. Our continued focus on the identification, referral, and treatment of inmates with chronic conditions allows us to manage our patients' needs before they escalate and require off-site consultation, or result in grievances or litigation.

CCS has successfully established many on-site programs and specialty care clinics for our clients, including the ADF. For instance, we currently manage your laboratory services, routine and STAT, through your contract with LabCorp.

We routinely evaluate statistics regarding other off-site specialist consultations and determine what services could be more cost-effectively provided on site. Services brought on-site typically result in cost savings as a result of clinic (rather than per patient) rates and decreased officer transportation expenditures. CCS continuously evaluates the potential benefits of on-site clinics and recommends implementation as appropriate.

Diagnostic Services

CCS authorizes, schedules, and coordinates necessary diagnostic services, including phlebotomy, X-ray, EKG, and ultrasound services, depending on your needs. Health care personnel make referrals for diagnostic services and prioritize tasks for appointment scheduling through the CCS Care Management System. CCS provides the necessary follow-up care for health problems identified by any health screenings or diagnostic tests.

Consistent with our care philosophy, laboratory and radiology services are provided on-site to the extent possible. CCS ensures that the ADF has the necessary staff and supplies to provide on-site care and treatment of the inmate population, including but not limited to laboratory, radiology, medical, and





dental supplies. We have par level ordering guidelines and order the supplies necessary to ensure the continuation of proper care.

Laboratory Services

CCS currently provides on-site laboratory services for the ADF through your contract with Laboratory Corporation of America (LabCorp). CCS ensures that all qualified health care personnel are trained in the collection and preparation of laboratory specimens. The majority of all phlebotomy and lab services are processed on-site, including but not limited to:



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

The laboratory program for the ADF complies with all standards set forth by the American College of Pathology and all State of Nebraska requirements for medical pathology, specimen handling, testing, and reporting. On-site services are performed in accordance with the Clinical Laboratories Inspection Act (CLIA) and comply with the Clinical Laboratory Improvement Amendments of 1988.

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

Laboratory Interface

LabCorp interfaces with the CCS Electronic Record Management Application (ERMA) to automatically upload test results into patient medical records. All lab results imported into ERMA are placed on the medical provider's action list for review and sign off. Where preliminary results are available, they are presented for medical review. All non-critical laboratory results are reviewed within 24-48 hours (72 hours for weekends and holidays).

Abnormal results are flagged to alert the medical staff that expedited review is necessary. The medical provider is notified immediately to review all STAT lab reports and any abnormal test results, which are displayed in red to alert the provider. If test results indicate a critical value, the provider also receives a telephonic alert.

X-Ray Services

Historically, X-ray services have been provided off-site by a local hospital. CCS is prepared to bring Mobilex services on-site at the ADF. MobilexUSA is the country's leading provider of mobile X-ray and ultrasound services, serving more than 6,000 facilities na



ray and ultrasound services, serving more than 6,000 facilities nationwide. CCS will work with Mobilex and ADF to establish a routine schedule for on-site radiology services, including:

- Mobile X-ray services
- Ultrasounds
- Sonograms
- Doppler studies
- Mammograms





- Pulmonary function tests
- Holter monitor studies
- Upper GI X-rays

Results are received electronically, via fax, or manually on paper. CCS will maintain a log to document the type and number of X-rays completed and the results received. Medical personnel will review the log on a daily basis to determine if any test results are outstanding. This process will ensure that test results are reported in a timely manner.

All X-rays and radiology special studies are read by a board-certified radiologist, who provide a typed and/or automated report within 24 hours. The radiologist calls the institution if a report necessitates immediate intervention. The CCS Medical Director or physician/mid-level designee is notified of all abnormal radiology results and will review, initial, and date all X-ray reports within five working days.

CCS documents and stores digital images and radiology reports in the patient's electronic medical record. The Medical Director or physician/mid-level designee meets with the patient to discuss their results and establishes an appropriate plan of care. Any follow-up with the patient is noted in the medical record.

Elective Medical Care

CCS does not provide elective medical care. The CCS Chief Medical Officer and the site Medical Director determine when care is needed to correct substantial functional deficits or if an existing pathological process threatens the well-being of the inmate over a period of time. When such services are required, they are not considered elective and are provided based on medical need. Having served as your health care partner since 2011, we are familiar with community standards that could influence elective care. We agree to wholly indemnify Lancaster County from any clinical decisions regarding or criteria used in determining elective medical care.

2.2.6 Pharmaceutical Management

CCS will continue to provide pharmaceutical services in accordance with all applicable laws, guidelines, policies and procedures, and accepted community standards. Our pharmaceutical management program includes formulary and non-formulary oversight; prescribing, filling, and dispensing of medications; record keeping; appropriate licensure; DEA management; and the secure and proper storage of all medications.



CCS will continue subcontracting the ADF's pharmaceutical services to Diamond Pharmacy Services. Diamond is the United States' largest provider of pharmaceuticals to correctional institutions. As our pharmacy vendor, Diamond maintains all pharmaceutical licenses in accordance with state and federal regulations. CCS and Diamond work

together to provide medication for tens of thousands of patients in jail, prison, and detention facilities nationwide. Our strong partnership with Diamond allows us to receive the industry's **most cost-effective and competitive pricing** for pharmaceutical services.





CCS Pharmacy Management Process			
Feature	Description		
Direct Observed Therapy	CCS personnel are trained to provide direct observed therapy for medications subject to abuse, psychotropic medications, and those related to the treatment of communicable and infectious diseases.		
Keep-on-Person (KOP) Program	CCS has established a spectrum of KOP programs to educate inmates about their medications and to promote inmate responsibility for their own continuing health. A KOP program serves a dual role in that it typically reduces the amount of health care professional time devoted to medication distribution. We work with you to optimize your modified self-administrated program for maximum results if desired.		
Medication Renewals	CCS maintains a system for medication renewals to ensure that required medications are continuously available for all patients who require them.		
Medication Renewals for Patients at Risk	The psychiatrist should evaluate patients prior to the renewal of psychotropic medications. The evaluation and re-order is documented in the patient's health record.		
Medication Education	CCS staff educates patients on prescribed pharmacotherapy at the time the therapy is ordered. The education is documented in the patient's health record.		
Release Planning	CCS processes facilitate release planning to ensure a patient's continuity of care, especially in patients with mental illnesses. CCS works hard to provide as many resources as possible to enable released patients to continue their treatment plans, hopefully enhancing their state of health and reducing the likelihood of recidivism. Upon transfer to another facility, a medical transfer form accompanies the patient. This form provides all necessary information required for the continuation of treatment. CCS staff will continue to provide discharged medication as outlined in County policy and state regulations.		
House Stock Supply	CCS only uses in-house stock medications as appropriate and as allowable within state guidelines.		
Safety and Security	CCS stores controlled substances, syringes, needles, and surgical instruments under secure conditions. Items subject to abuse are inventoried on a regular schedule and stored securely according to AMA and NCCHC guidelines. Regular audits are conducted to remove discontinued or expired medications.		
Returns	CCS has a written returns policy with Diamond that allows for credit on full or partial blister cards of medication. Returns are refunded for 100% credit, assuming that the medications are still within blister cards, less a \$1.00 return fee.		
Formulary Management	CCS has an effective correctional facility formulary in place.		
Administration of Non-formulary Medications	Non-formulary medications may be provided for up to 30 days. A medical provider assesses each patient's need for non-formulary medications within seven days of intake.		





CCS Pharmacy Management Process			
Feature	Description		
Formulary Implementation	Barriers to the use of individual medications vary depending upon the nature of the medication. The following two examples illustrate how CCS utilizes our formulary to deliver appropriate, cost-effective pharmacologic care. Example 1: Sulfasalazine (Azulfidine) and mesalamine (Asacol, others) are two medications commonly used in the treatment of inflammatory bowel disease. Mesalamine (5-aminosalicylic acid) is the active component of sulfasalazine, and both medications have extremely similar if not identical efficacies. Sulfasalazine is an older, inexpensive drug; mesalamine is a newer and thus more expensive drug. The major difference is that a small percentage of patients, perhaps as much as a third, experience gastrointestinal symptoms with sulfasalazine and require mesalamine instead. In our formulary process, we request that patients try sulfasalazine first, then if a patient develops gastrointestinal symptoms, we dispense mesalamine. In doing so, CCS encourages cost-effective choices while promoting effective treatment for our patients. Example 2: NSAID therapy (ibuprofen and similar medications) is both common and effective. Because so many of these medications are available over the counter, many patients (and some practitioners) forget that long-term use of NSAIDs can lead to dangerous side effects. In our formulary process, short-term NSAID usage is permitted without special permission, but long-term NSAID usage requires approval from a clinician. This allows the practitioner to weigh the benefits of long-term NSAID treatment against the risk of possible side effects before choosing a treatment plan.		

Formulary Management

The CCS formulary helps us continue managing pharmaceutical costs for the ADF. We prescribe generic medications whenever possible unless the clinician justifies a brand name request. We track the percentage of generic versus non-generic use and provide statistical reports on all areas of pharmaceutical management. CCS can provide a wide range of statistical reports for pharmaceutical management. Providers are instructed to prescribe sleep and pain medications only when clinically indicated.

Pharmacy and Therapeutics (P&T) Committee

Our Pharmacy and Therapeutics (P&T) Committee monitors pharmaceutical processes and utilization practices. The committee, which is chaired by the CCS Medical Director, manages the CCS formulary. Throughout the formulary process, the committee balances efficacy, safety, and cost of certain medications by requiring prior approval. The P&T Committee is multidisciplinary and meets quarterly. Meeting minutes and related reports are provided to the Director or a designee.

Quality Improvement

A consulting pharmacist reviews the on-site pharmaceutical program on a quarterly basis. The pharmacist's review is documented and a report is provided to the CCS Medical Director and the Jail Director or designee. The Quality Improvement Committee (QIC) reviews the report and establish action plans for identified problem areas. The consulting pharmacist performs the following duties:

- On-site audits consistent with NCCHC guidelines
- Quarterly quality assurance reviews





- Written reports identifying any areas of concern and/or recommendations for improving pharmacy services
- Quarterly inspections of stock medication storage areas
- Assure that all medications are stored under proper conditions
- Remove and replace all compromised or expired medications
- Participate in quarterly P&T Committee meetings

Delivery Schedule

CCS provides pharmacy services seven days a week, with scheduled shipment of medications six days a week. We partner with a local Walgreen's pharmacy for back-up services on Sundays, holidays, and in urgent or emergent situations. All prescription orders are logged in the patient's medical record. Medications are administered within 24 hours by trained medical personnel following the ordering of the pharmacotherapy by the responsible clinician.

Emergency Medications

Medications for life-threatening or mental illnesses, or serious chronic diseases, are not delayed on admission. Our list of "no-miss" medications facilitates this process. All efforts are made to verify and dispense these medications before to the next scheduled dose once the medical staff is aware, and within 24 hours for all other medications. If there is an immediate need to initiate medication, the medication is obtained from the local backup pharmacy (Walgreen's) as quickly as possible. Due to Diamond's size and volume, the company has aggressive national contracts with most chain pharmacies and is willing to negotiate with any pharmacy that is not in their network.

Stock Medications

CCS uses in-house stock medications only as appropriate and allowable within state guidelines. Diamond is the only correctional pharmaceutical supplier with Joint Commission and Verified-Accredited Wholesale Distributor (VAWD) accreditation in the provision of stock medication. We know that Diamond can provide the highest levels of service in accordance with the standards established by these accrediting bodies. While available to others in the correctional pharmacy industry, only Diamond has voluntarily sought and gained these accreditations. With the very large volume of stock provided to correctional facilities, we feel this differentiation between Diamond and other providers is significant.

Diamond realizes the importance of timely emergency medications does everything in its power to expedite processing, filling, and delivery. Diamond also realizes that emergencies are costly in terms of the patient's well-being and the expense of providing emergency care. Consequently, Diamond continually collaborates with the CCS Medical Director to determine which medications need to be added to the emergency stock supply list to help minimize future emergency orders. Emergency medications not found in the emergency medication kit or the starter packs and unavailable from Diamond in sufficient time are provided in a minimum quantity by Walgreens.

Over-the-Counter Medications

CCS has a protocol to provide OTC medications to inmates upon consultation with the CCS Medical Director and the ADF. When inmates 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 ADF. These items are reviewed annually.





KOP Medications

The ADF has a modified self-administration program for some OTC medications. We will work with you to modify and improve your program as needed. CCS has established a spectrum of KOP programs to educate inmates about their medications and to promote inmate responsibility for his or her own continuing health. A KOP program gives inmates immediate access to necessary medications in the event of an urgent medical need. KOP medications are limited to those that may be safely self-administered with the proper education, such as inhalers or nitroglycerine. The list of allowed KOP medications is subject to approval by facility administration. Inmates are only given KOP medications if they need immediate access to them at all times, based on their chronic care treatment plan (e.g., inhalers for those with severe COPD or severe, persistent asthma).

Inmates are instructed on how to use of the KOP medication and must sign an informed consent statement acknowledging that the medication is only to be used as clinically directed, must be kept on person at all times, and must be presented for inspection to any officer or health care employee who requests to see it. Inmates found to be using KOP medications improperly or abusing the privilege may have their KOP privileges limited or rescinded, based on a physician's review.

Inventory Control

Medication, supplies, and equipment are stored in a locked area. Bulk supplies are kept separate and inventoried weekly and whenever accessed. Records are maintained to ensure adequate control.

Security of Medication

The medication room and all cabinets are locked at all times when health care staff is not present. CCS staff ensures medication security. No inmate has access to medication other than those administered by a qualified staff member.

Controlled Substances

A limited supply of controlled drugs is kept at the ADF. These drugs are under the control of the responsible physician. These medications are monitored and accounted for by the HSA or designee. 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. Discrepancies in the count are reported immediately and resolved before the present staff goes off-duty. All controlled substances are signed-out to the inmate 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.

Medication Administration

CCS follows written systems and processes for the delivery and administration of medications. All medications, including over-the-counter medications, are administered by personnel appropriately licensed in the State of Nebraska. The CCS staffing plan includes nursing coverage to conduct medication pass, per physician's orders, three times daily, at 9 a.m., 1 p.m., and 11 p.m. for inmates in general population, and more frequently as needed for inmates in medical housing or observation. CCS ensures the timeliness and accuracy of the process, coordinating with security staffing and meal times to ensure accurate and effective medication administration.

CCS recognizes the importance of pharmacy controls within the correctional environment. Our electronic Medication Administration Record (eMAR) is a part of your existing Electronic Record Management Application (ERMA) solution. The CCS eMAR is an easy-to-use medication system that





tracks pharmaceutical provisions from order placement to patient administration in accordance with the Nebraska Board of Pharmacy and Board of Nursing. Features and benefits of the CCS eMAR system are described in the following table.

eMAR Features and Benefits		
Our Feature	Your Benefit	
Quickly, accurately, and conveniently orders new medications	Reduces paperwork and delays in patients starting new medications	
Reorders medications	No delays in patients receiving their needed medication	
Allows for viewing of patient profiles and medication histories	Instant access to patient information	
Maintains patient profiles	Records are updated in real time	
Creates change orders	Changes are recorded in real time	
Monitors self-medication status	Allows for an easily monitored Keep-on-Person (KOP) program	
Instant notification of non-formulary orders	Controls costs by ensuring that only approved medications are prescribed	
Prints utilization data	Allows for easy analysis of statistics for review and planning purposes	
Administrative and management reporting	Allows for easy analysis of statistics for review and planning purposes	
Prints paper copies of prescriptions and activities for patient charts	Allows for the transfer of patient information to hard copy if necessary	

The CCS eMAR offers an advanced administration feature that allows the user to easily track vitals, administer OTC/KOP/PRN medications, and document injection sites and quantities through a customized interface. The system provides a completely paperless medication administration system and allows users to work both online and offline. Because the system is web-based, there is no software to install. All data is maintained in a secure and redundant environment to ensure accessibility and continuous maintenance of all patient information, despite natural or man-made catastrophes.

Computerized Provider Order Entry

CCS supports online pharmaceutical order entry through ERMA and logs all prescription orders in the patient's medical record. Medication Order Entry is a key portion of the ERMA patient profile. Authorized users place new orders, renewal orders, and discharge orders from the patient's profile screen. One screen (with no scrolling) puts all relevant information available at a glance. See **Figure 4**.





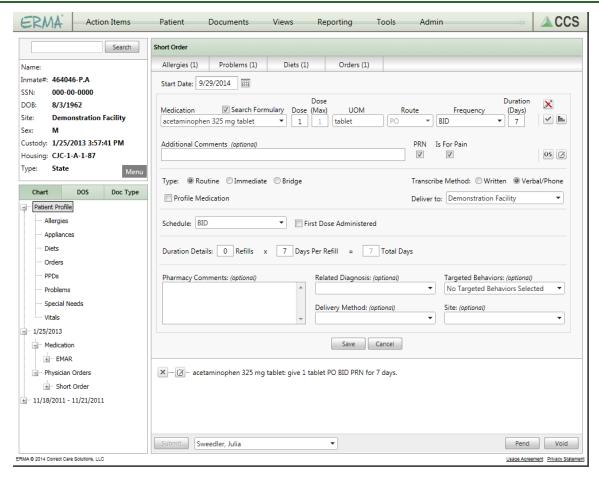


Figure 4. Medication Order Entry in ERMA. One screen (with no scrolling) puts all relevant information available at a glance.





After a patient's medication order is entered, ERMA is updated to include the medication, administration orders, and stop date. Active patient orders are shown in the patient profile (see **Figure 5**).

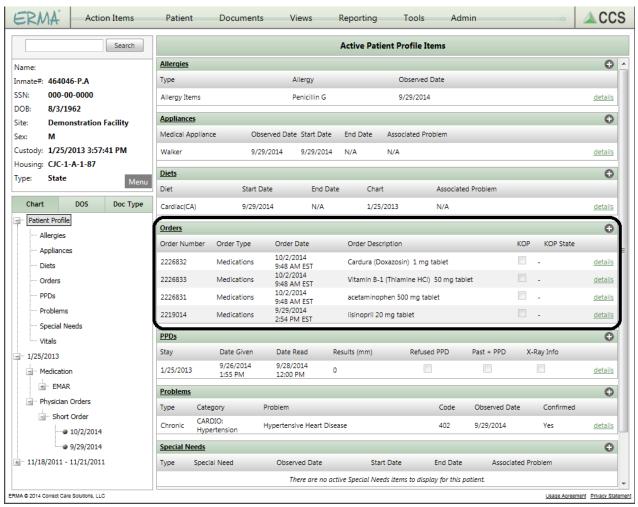


Figure 5. Medication Orders in ERMA. After a patient's medication order is entered, ERMA is updated to include the medication, administration orders, and stop date.





Immediate access to a full list of active medication orders is available through a one-click drill-down in the patient profile (see **Figure 6**).

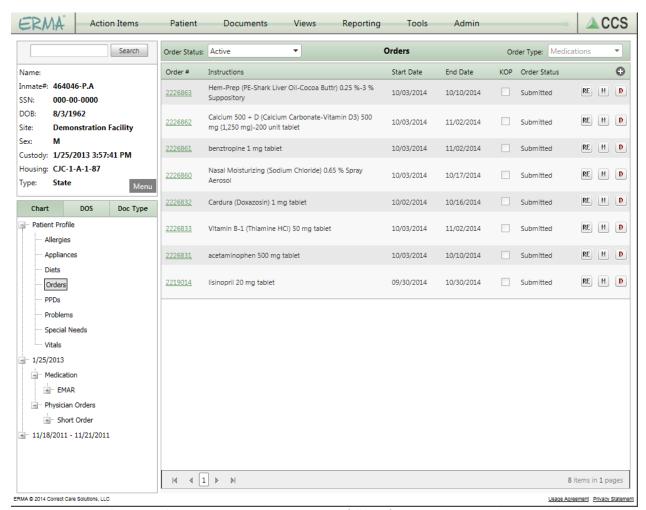


Figure 6. Active Medication Orders in ERMA. Immediate access to a full list of active medication orders is available through a one-click drill-down in the patient profile.





Point of Care Companion

When administering medications, nursing staff can use an off-network laptop—the Point of Care Companion (POCC) System—with their medication cart, marking and electronically signing off on the administration of medications. If a patient does not receive his or her medication for any reason, this is noted in the system during the medication pass.

Once the nurse returns to the medical unit, the laptop is docked and the information from the medication pass is synced within ERMA so administration records are immediately up-to-date.



The ability to synchronize data provides increased flexibility

for nursing staff by allowing them to use the system in facilities where Wi-Fi or mobile internet connectivity is unavailable. This also allows medication passes to continue even if the facility loses internet connectivity, and since the laptop is battery-powered, loss of power won't affect its use. The features and benefits of ordering through this user-friendly software include:

- The ability to order (or reorder) prescriptions or stock orders quickly, through use of drop down screens or order refill buttons
- Increased accuracy, reduced transcribing errors and clarity issues that may result from faxed order sheets
- Improved formulary compliance, since non-formulary alerts are automatically sent to the
 prescribing physician's queue if a medication is not on the approved list. From that queue,
 he/she can easily complete the non-formulary request process online; once the non-formulary
 request is approved, the order is automatically forwarded to the pharmaceutical provider to
 facilitate expedited ordering
- OTCs, stock and emergency medications are all easily initiated and documented as profile meds on the electronic Medication Administration record
- Time savings through the elimination of paper physician's order sheets, which are no longer needed
- The ability to view patient profiles and determine when a medication was last filled prior to transmitting the order
- Password-protected access for approved staff to patient profiles, medication orders and history from any web-based computer located on or off site
- Tracking and documentation of patient allergies and/or drug interactions
- Exceptions are immediately noted in the patient's health record: missed doses, refusals, complications

Standardized Reports

We have provided an example of a report that CCS provides to clients when we are managing their pharmaceutical program. See **Proprietary Attachment 5**. This information is **CONFIDENTIAL AND PROPRIETARY.**





2.2.7 Off-Site Care and Utilization Review

CCS makes arrangements with specialists for the treatment of patients with health care problems beyond the scope of primary care provided on site. In the event that a patient requires hospitalization or specialty services that cannot be provided on site, CCS authorizes, schedules, and coordinates the provision of all outpatient services, including but not limited to outpatient surgery, diagnostic testing (e.g., MRI, CT scan, etc.), and ER ambulance services.

Off-site treatment is limited to the chief complaint(s) indicated through a referral form and/or medical consultation. Referrals are approved based on appropriateness and necessity. Once the referral is approved, health care staff schedules an appointment through our powerful Care Management system. CCS coordinates with the ADF to arrange security for all off-site specialty care. Inmates are not informed of scheduled appointment dates, times, or the location of outside providers.

Appointment Scheduling

The CCS Care Management system allows health care personnel to easily schedule appointments for specialty health care services, both on and off site. This robust scheduling function makes our Care Management system an integral tool in the provision of care.

Appointment scheduling through the Care Management system creates more efficient chronic care clinics and establishes a valuable tool for medical staff as they prioritize tasks and ensure that sick call, health assessments, lab draws, specialty appointments, and other important events happen as needed and within the required timeframe. Features include:

- Recurring appointments (ideal for chronic care patients)
- Cancellation of appointments for patients who have been released
- Rescheduling of pending appointments for patients who are re-admitted to the ADF
- Easy-to-view daily/weekly/monthly calendars for staff review
- Queues show missed appointments (due to security, court appearances, etc.) and allow for rescheduling

Hospitalization

In the event that a patient requires hospitalization, CCS will authorize, schedule, and coordinate the provision of all inpatient services. CCS staff will make referrals for inpatient care through the CCS Care Management system. Any hospitalizations will be authorized by the CCS Medical Director.

CCS coordinates inpatient care with local hospitals when an acute care setting is deemed necessary or in emergency situations. We utilize local hospitals whenever possible for inpatient care and coordinate and collaborate with hospital administrations as needed.

CCS provides a daily inpatient report, which can be accessed directly through the CCS Care Management system. We communicate frequently with the ADF to provide the most complete evaluation and treatment of your patient population.





Documentation and Follow-up

CCS staff sees patients returning from an off-site medical appointment or hospital stay for follow-up during the next practitioner sick call clinic, and documents the follow-up in the patient's medical record. All information and documentation returned with the inmate from an off-site provider are made part of the inmate's medical record. This includes a disposition and instruction sheet to indicate actions taken, orders written, findings from consults, treatments performed, and a detailed discharge summary for patients returning from an inpatient hospitalization.

Emergency Services

CCS provides emergency medical services 24 hours a day for any person accepted into your custody, pursuant to Nebraska State law. We will establish a physician/mid-level provider "call back" schedule during off hours so that urgent but non-emergent services such as suturing can be provided on-site.

Correctional health care personnel are trained to respond to emergencies within four minutes. A CCS staff member responds to all emergencies upon notification by reporting to the area of the emergency with necessary emergency equipment and supplies. The patient is stabilized on site, then transferred to an appropriate medical facility if necessary.

CCS staff determines if a patient needs to be transported to a local emergency room for treatment. We coordinate with local hospitals as appropriate in emergency situations, and coordinate emergency transport and ambulance services as needed.

On-site medical staff may make emergency off-site referrals based on established guidelines and their professional interpretation of a patient's need. The on-call physician is notified as soon as the situation allows. The CCS Medical Director conducts a retrospective review following an ER referral to ensure that the action was appropriate and to identify any additional staff training needed.

Transportation and Security

CCS coordinates with security staff to arrange emergency transport and ambulance services when needed. Health care staff works cooperatively with corrections staff to ensure that transportation services are provided in a timely and safe manner. We currently have a relationship with Lincoln Fire and Rescue for ambulance services.

Emergency Treatment for Visitors and Staff

CCS provides emergency medical treatment and first aid to stabilize any staff, visitors, employees, or subcontractors of the ADF who become ill or injured and require emergency care while on the premises. Once the patient's condition is stabilized, they are referred to a personal physician or to a local hospital. CCS documents any services provided.

Third-party Billing

CCS is dedicated to providing medically necessary health care services while also being proper stewards of limited taxpayer resources. As part of this focus, we properly account for all adjustments and reimbursements from applicable sources, and ensure that hospitals are aware of any third-party payer avenues. Contrary to popular belief, many commercial insurance plans (including HMOs and PPOs) will continue to cover an insured individual during incarceration, provided that the individual's insurance premium is paid and current. Private insurance carriers have financial responsibility when an inmate





leaves the correctional facility for either outpatient or inpatient services. Such coverage typically includes services provided by physicians, hospitals, or other freestanding facilities.

CCS assists in deferring all eligible inpatient hospitalization expenses when possible. We obtain prior authorizations and complete co-pay arrangements with hospitals and providers. CCS asks every inmate if they have insurance; if the inmate has private insurance or other payment options available, CCS notifies the hospital of the appropriate agency to invoice (the inmate is responsible for any co-pays or deductibles).

The CCS Care Management system contains information on payment responsibility for inpatient treatment costs. Our Care Management system interfaces with our claims system, so if such invoices are inadvertently sent to CCS for payment, we contact the off-site provider and advise them as to the appropriate location to resubmit their invoice.

Medicaid Enrollment

CCS identifies patients who satisfy the current Medicaid eligibility requirements, enrolling them accordingly, and billing Medicaid directly for inpatient hospitalizations when possible. We have each inmate sign an authorized representative agreement at intake, so if a patient without health insurance requires hospitalization and is not enrolled in Medicaid, CCS has the ability to complete a Medicaid application on the patient's behalf.

CCS works with hospital navigators to complete Medicaid enrollment as soon as patients are admitted. Inmate Medicaid applications are approved or denied quickly because the hospital submits the applications electronically to the state's eligibility and enrollment system. Following acceptance of their Medicaid application, the hospital bills the patient's expenses directly to Medicaid for reimbursement.

Our successful analysis and deployment of inmate inpatient business processes ensures that if the inmate is eligible for Medicaid, CCS will get them enrolled and have the hospital submit claims directly to Medicaid for reimbursement. Since implementing this process with our current jail and prison clients, the number one reason for Medicaid denial is that the inmate is not eligible because they exceed income requirement; the second most common denial reason is that the inmate does not meet the residency requirements.

Utilization Management

CCS uses our web-based Care Management system at the ADF to create more clinical control and cost efficiencies for off-site care. This powerful system allows us to track off-site care, ensure timely return from off-site visits, manage claims, and provide reports to assist with cost containment and budget preparation.

The Care Management system functions alongside your Jail Management System (JMS) to ensure accurate reports for ADF administration. The Jail Director has access to management information and monitor off-site scheduling and inpatient status. With our robust Care Management system, CCS offers a level of automation and accuracy in reporting that none of our competitors can match.

The CCS Care Management Program uses evidence-based guidelines to determine medical necessity as part of our approval process. Our Care Management Program is clinically overseen by Medical Director of Care Management, Dr. Erin Orlebeke, and is operationally managed by Vice President of Care





Management, Pablo Viteri. Dr. Orlebeke and the Care Management team will work together with the Regional Medical Director and on-site medical personnel to ensure that patients receive medically necessary health care services in the most appropriate setting.

CCS Care Management Program							
Feature	Description						
Prospective Review (Prior Authorization)	CCS requires prior review and authorization of all non-urgent or non-emergent care of our patients. CCS clinicians follow NCCHC standards and correctional guidelines to review and approve services. The CCS Medical Director initiates a second review if standards are not clearly met. Alternative treatment is only at the discretion and direction of a physician.						
Concurrent Review	CCS assigns a Regional Care Manager to manage all off-site, inpatient care on a daily basis through daily contact with the hospital. The CCS Care Management team is notified of inpatient admissions at the time of admission. CCS Regional Care Managers and Regional Medical Directors follow NCCHC standards, Interqual criteria, and correctional guidelines to review inpatient services daily. The CCS Medical Director of Care Management holds clinical rounds via telephone twice weekly to ensure inpatient stays are appropriate and meet national guidelines (Interqual Criteria) for continued inpatient stay. The CCS Medical Director, Regional Medical Director, and Regional Care Manager attend the clinical rounds discussion. As a result of this multidisciplinary approach, inpatients are well-managed and appropriate transitions of care are completed with improved accuracy.						
Retrospective Review	The Care Management department and site leadership retrospectively review emergency care. CCS uses a retrospective review process to resolve claims issues, determine appropriateness of care post-delivery, and perform focused reviews. Additionally, CCS performs focused reviews at the request of the provider.						
Discharge Planning	CCS manages a robust discharge planning process, which begins at inpatient admission. The CCS Regional Care Manager works collaboratively with site clinical staff and hospital staff to ensure appropriate transitions of care. This partnership helps CCS to ensure that excellent care is continued from discharge through return to the facility.						
Chronic Care Management	CCS enrolls chronic care patients in specialized on-site programs designed to ensure the healthiest outcome for individual patients based on their health status. CCS holds chronic care clinics on site to increase efficiency and reduce costs associated with transporting patients off site.						
Emergency Services	CCS does not require prior authorization for emergent services. Medical personnel may make emergency off-site referrals based on established guidelines and their professional interpretation of a patient's need. Off-site medical services exceeding the scope of the initial emergent episode are not covered. Unrelated, non-emergent diagnostic services or treatment initiated in conjunction with an emergent event requires prior authorization.						
Third-party Payment	The CCS Care Management system includes information on payment responsibility for patient treatment costs. If a patient has third-party insurance or other payment options available, CCS notifies the off-site provider of the appropriate agency to invoice. Our Care Management system interfaces with our claims system, so if such invoices are inadvertently sent to CCS for payment, we contact the off-site provider and advise them as to the appropriate location to resubmit their invoice for payment.						





Following is a summary of the CCS Care Management process.

- When an on-site provider determines that an inmate may need community-based services, the provider uses the Care Management system to document and communicate the Consultation Request.
- 2. On a daily basis, our Corporate and/or Regional Medical Director accesses the Care Management system to review requests and take one of the following actions:
 - Authorize a specific diagnostic or therapeutic modality
 - Recommend an alternative treatment plan
 - Request additional information
- 3. If it is determined that the requested service is medically necessary, the request is approved and an authorization number is established in the Care Management system, which automatically sends the authorization number to the site and to the CCS claims department.
- 4. Once the site receives an authorization number, an appointment can be scheduled within the system. Authorization numbers are only valid for a specific time period. CCS communicates service approval to the community provider and requires pre-approval to assume financial responsibility for services rendered. CCS also verifies that all invoiced charges are appropriate. Since the system sends the authorization number to our claims department, they are able to review every invoice to ensure that the ADF is billed only for the approved services.
- 5. If an inmate is released from custody before a scheduled appointment, CCS notifies the community provider that the ADF is no longer financially responsible, and CCS removes the pending appointment from the system.
- 6. The CCS Medical Director reviews and addresses discharge summaries and medical recommendations that the community provider makes.

Utilization Review

CCS uses an established review process to ensure that off-site referrals are medically necessary, and that any payments made are appropriate. We coordinate, validate, and track off-site care and invoicing through the Care Management system, which generates reports that allow us to analyze the utilization of off-site services on behalf of our clients.

CCS uses this data to assess the need for additional on-site and off-site services, as well as the potential impact that systems such as telemedicine may have. We continuously evaluate both the number of cases as well as the costs associated with transporting inmates in determining which clinics are held on site. Constant evaluation of specialty services ensures the most cost-effective solution for clinics.

Utilization Statistics

The CCS Care Management system can produce reports containing detailed cost data for analysis and cost containment. These reports include information related to all medical, dental, and mental health services and associated costs, including laboratory, radiology, and other ancillary services; specialty services; pharmaceuticals; and medical supplies. We analyze utilization statistics and continuously evaluate the potential benefits of establishing on-site clinics. Services brought on-site typically result in





cost savings for you as a result of clinic (rather than per patient) rates and decreased officer transportation expenditures.

CCS has reduced off-site medical and security costs by ensuring the provision of cost-effective, medically necessary health care services to our contracted populations. The Care Management system is a powerful tool for tracking, analyzing, and trending data through visual dashboards. Care Management Dashboards allow you to compare historical data as well as to analyze, trend, and compare data. Operational and outcome trending are available on:

- Admits per 100/1000
- Admits by diagnosis
- Re-admission rates
- ER visits per 100/1000
- ER visits by diagnosis
- ER conversion rates

- Infection rates
- Non-formulary utilization trends
- Non-formulary lab trends
- Prior authorization turnaround times
- Prior authorization outcome rates
- Standard vs. expedited authorization requests

2.2.8 Telemedicine

Telemedicine services are an excellent and cost-effective complement to a traditional, on-site 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 acts as an adjunct service to reduce off-site transportation and security costs.

CCS excels in the use of telemedicine at correctional facilities and has an established infrastructure to support this type of health care delivery. The CCS Telemedicine Program extends consistent access to quality medical and mental health services beyond local staff coverage by removing potential barriers to accessing necessary health care services based on time and location. Telemedicine can provide the following solutions and benefits:

- Reduces the need for off-site transport
- Facilitates seamless prescribing provider coverage during absences
- Promotes synchronized education for staff on current clinical issues
- Provides impactful specialist coverage in a timely fashion
- Connects national specialty service groups to enhance best practice of care for complex cases
- Shortens service delivery times
- Supports prompt and accurate diagnoses
- Maintains equivalent diagnostic and therapeutic outcomes compared to inperson consultations

NCCHC on Telemedicine

For a decade, the NCCHC has held that the utilization of telemedicine services offers jails and prisons "the ability to provide medical expertise to remote areas that might otherwise go without...enhanced access to the expertise of specialists; improved quality of care; reduced professional isolation for rural health care professionals; and in many cases, a reduction in overall costs."





We can analyze the unique needs for telemedicine clinics at the ADF and submit a detailed plan for implementation of telemedicine services for the ADF.

CCS Telemedicine Experience

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. CCS has unique experience with telemedicine that we can use to establish a successful program for the ADF. We have successfully developed strong telemedicine clinics for many clients, including State Departments of Corrections in Arkansas, Kentucky, Maine, and Pennsylvania.

Engagement

When requested, the CCS Telemedicine Department conducts a three-part consultative process to study the opportunity for telemedicine and design the optimal solution.

Part I: Determining the level of coverage and type of services needed

The CCS Telemedicine Program covers a broad range of services and specialties. Clinic types at each facility depend upon individual facility needs, patient volume, technological accessibility, and facility workflow. CCS specialty telemedicine offerings include but are not limited to:

- Primary Care Line
- Chronic Care Clinics
- Dermatology
- Wound Care
- General Surgery
- Nephrology
- Oncology

- Hematology
- Orthopedics
- Urology
- Obstetrics
- Infectious Disease
- Psychiatry
- Behavioral Health

Part 2: Defining the technology needed to support services for each unique facility

CCS has specialized expertise in telemedicine solution design. Our clients benefit from our implementation experience, our industry best practice knowledge, and our focus on the clinical requirements of the specialty and the needs and preferences of our clients. All solutions ensure data security and HIPAA compliance and all solutions are dependent upon a stable network with adequate bandwidth. The CCS Telemedicine Department works with each facility to design, test, and implement a telemedicine technology solution that suits their unique needs, specialty clinical requirements, physical space, budget, network, and existing hardware.

Part 3: Laying out a custom implementation plan with steps to connectivity, procurement, and costing

The CCS Telemedicine Department leads and facilitates the implementation of telemedicine services at our client facilities. The team uses an established implementation approach, which they adjust as needed to address your unique needs. We will collaborate with your IT and leadership teams to ensure a successful implementation.





2.2.9 Medical Diets

The special needs screening performed at intake includes verification of medically necessary special diets. Based on the patient's medical history and physical evaluation, CCS staff makes recommendations regarding any special dietary needs. We work closely with your Food Services Supervisor to communicate special dietary needs and ensure that any documented food allergies are medically indicated. Menus are planned at least 28 days in advance and are certified by a nutritionist.

2.2.10 Prosthetics

CCS provides medically necessary prosthetic devices as required, which currently are limited to eyeglasses and hearing aids. Other devices are reviewed on a case-by-case basis.

2.2.11 Oxygen

CCS provides and maintains a reserve of oxygen on-site for emergency response and chronic care or pulmonary crisis.

2.2.12 Emergency Treatment for Visitors and Staff

CCS provides emergency medical treatment and first aid to stabilize any staff, visitors, employees, or subcontractors of the ADF who become ill or injured and require emergency care while on the premises. Once the patient's condition is stabilized, he/she is referred to a personal physician or to a local hospital. CCS documents any services provided.

2.2.13 Vaccines and Immunizations

CCS administers flu vaccinations for all medically at-risk inmates within normal timelines set by the Centers for Disease Control. We read the results of staff TB tests given to recent hires within 48-72 hours.

2.2.14 Equipment, Instruments, and Medical Supplies

All equipment, instruments, and medical supplies, including maintenance, repair, and replacement, are the responsibility of the County and are the property of the County. CCS is responsible for replacement of equipment due to abuse, or theft.

All equipment recommended for replacement/upgrade or new equipment to be added with a dollar value of \$500.00 or greater must be budgeted and approved by the department director and be purchased under the guidelines of the County Purchasing Act. All equipment, instrument, and medical supply purchases must be within the approved County budget.

Security of Equipment

CCS staff properly maintains and secures all instruments, equipment, and space within the facilities at all times. Missing equipment, supplies, or medications that could pose a security or health risk are reported immediately to the Shift Supervisor.

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. Sharps are never to be left in any area when not in use. Sharps are inventoried at each change of shift, and each employee is responsible for ensuring that the sharps count





is correct. Employees are instructed to never take the word of co-workers when conducting sharps counts. Used sharps are considered biomedical waste, and shall be discarded directly into leak-proof, puncture resistant containers that have been designed for this purpose.

2.2.15 Healthcare Record

CCS will continue to maintain up-to-date medical records at all times, consistent with NCCHC and JCAHO standards; ADF policies and procedures; community standards of practice; and all federal, state, and local laws. Following the receiving screening, health care staff initiates a comprehensive medical record that becomes the single source of medical, dental, and mental health information for each inmate. CCS is responsible for the entry of patient information in the individual medical record. Each record contains an accurate account of the inmate's health status at the time of admission, patient-provider encounters, and on-site and off-site services provided. At a minimum, medical records contain:

- Identifying information (i.e., name, number, date of birth, sex)
- A problem list containing medical and mental health diagnoses and treatments as well as known allergies
- Receiving screening and health assessment data
- Progress notes of all significant findings, diagnoses, treatments, and dispositions
- Clinician orders for prescribed medication and medication administration records
- Reports of laboratory, X-ray, and diagnostic studies
- Flow sheets
- Consent and refusal forms
- Release of information forms
- Results of specialty consultations and off-site referrals
- Discharge summaries of hospitalizations and other inpatient stays
- Special needs treatment plans, if applicable
- Immunization records, if applicable
- Place, date, and time of each clinical encounter
- Signature and title of each documenter

Confidentiality of Medical Records

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. All records are 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 and annual training for all CCS employees.

Access to Medical Records

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. Each patient's medical record is kept separate from the confinement record. The HSA for the ADF controls access to medical records to ensure patient confidentiality. You have access to any information deemed necessary in determining an inmate's security rating, housing assignment, job suitability, etc.





Transfer of Medical Information

Pertinent medical information is prepared to accompany all inmates when traveling offsite to a specialty appointment or emergency room, or when transferring to another detention/correctional facility. Upon transfer to another facility, a medical transfer form accompanies the inmate. The form contains all necessary information required for the continuation of treatment.

Ownership of Records

CCS maintains medical records for the length of an inmate's stay, in accordance with HIPAA rules and regulations. Although CCS is the custodian of medical records, they are the property of the ADF. On conclusion of the contract, medical records remain the property of ADF, and we work to ensure a smooth transition of records.

Release of Medical Information

CCS ensures that all medical information about residents is treated as confidential and not shared with entities outside the ADF, except as may be permitted by law. In any criminal or civil litigation where the physical or mental condition of a resident is at issue, we provide you with access to the records upon written request.

Lost Records

If an inmate's medical record cannot be located within 48 hours of the discovered loss, a duplicate record is immediately generated. Any clearance information that cannot be determined is repeated. Upon location of the missing record, and after a duplicate file has been created, the two files are joined to form one file.

Records Retention

CCS retains inactive medical records in accordance with NCCHC standards, as well as laws of the State of Nebraska and requirements of the American Medical Association. If an inmate returns to the system, CCS identifies and reactivates the inactive record. CCS stores inactive paper medical records of more than two years and up to eight years off-site and establishes a reasonable access timeframe of no more than five days. We retain inmate medical records for eight years and provide for their subsequent disposal in keeping with established policies and ADF's approval.

Electronic Medical Records

CCS will continue to maintain electronic medical records through the ERMA system. Records will continue to be maintained in a timely manner, within the guidelines outlined in the RFP.

2.2.16 Inmate Co-Pays

CCS is adept at managing inmate co-pay processing. If and when the ADF elects to assess co-pays, we will follow your co-pay system for sick calls, prescriptions and withdrawal protocols. We will check inmate account balances before dispensing medications to determine if the inmate is indigent. CCS does not deny access to medically necessary care based upon an inmate's inability to pay for such services. CCS also does not charge for referrals scheduled by CCS nurses, for receiving screenings, emergencies, pre/post-natal care, chronic care clinics, health appraisals, or injuries that occur on the job.





2.2.17 Biohazard/Medical Waste

Facility maintenance currently disposes hazardous and/or biological waste. CCS has an established national contract with Stericycle for the disposal of all bio-hazardous and infectious waste. Stericycle is a leader in the medical waste industry and specializes in biohazardous waste disposal. Biomedical waste disposal at each CCS location is governed by policy and procedure, as well as associated local, state, and federal regulations, and includes the proper containment, housing, and disposal of waste. Stericycle provides CCS with red biohazard bags for waste disposal and biohazard boxes for bundling and disposal. Proper disposal of sharps is controlled through the purchase of sharps disposal containers through the medical supplier. Pickup frequency is typically based on volume and the space available for housing. Pick up manifest tracking forms will be maintained on site by the HSA. Health care staff will follow standard precautions to minimize the risk of exposure to blood and body fluids of potentially infected patients.

2.2.18 Emergency Response Plan

CCS Staff's Commitment During Disaster

"Your staff during Hurricane Harvey was stellar during the challenging circumstances they faced during this event. Your staff had to work under very uncomfortable conditions, mostly related to the loss of electrical power and even the loss of generator power. Your staff under the very competent leadership of Operations Specialist Mr. Jason Rankin is to be commended for providing the best medical care to the inmates of the Nueces County Jail."

Asst. Chief Deputy Abel B. Carreon Nueces County Sheriff's Office, TX

CCS has established contingency and emergency procedures to ensure continuity of care during unexpected events, disruptions, and natural or man-made disasters. Our comprehensive disaster plan addresses all aspects of these possible emergencies. Our plan for ADF ensures proper staff recall and allocation, patient movement to designated safe areas, and presence of emergency equipment and supplies. The plan is incorporated into the overall emergency plan for the ADF and complies with NCCHC standards. The plan also is outlined in the CCS Policies and Procedures Manual developed for the ADF. The plan minimally includes:

- Medical staff participation in facility emergency procedure drills
- Continuity of care and safety of patients
- Triage plan
- Evacuation routes and means of transport out of the institution for injured, ill, disabled, or restrained individuals
- Outline of where care will be provided, including alternative sites
- Location of community resources
- Prevention of interruption in medication
- Contingency pharmacy and medical supplies plan
- The protection and accessibility of patient care data at predetermined locations
- Contact list for recall of key health care staff





CCS anticipates and recognizes unique problems and situations at all of our client locations, including severe weather and other adverse conditions. The CCS Emergency Preparedness Plan covers the four major phases of emergency preparedness management—Mitigation, Preparedness, Response, and Recovery—as illustrated in **Figure 7**.



Figure 7. Four Phases of Emergency Preparedness Management. CCS anticipates and recognizes unique problems and situations at all of our client locations.

All CCS personnel are aware of and familiar with the CCS Emergency Preparedness Plan, which also covers "man down" incidents, fires, and hostage situations. New employees are trained on the health aspects of the plan during orientation, and all health care staff review the plan annually. A health emergency "man down" drill is practiced yearly on each shift where CCS personnel are regularly assigned, in accordance with applicable standards. CCS also participates in disaster drill planning programs as requested by the ADF and performs a critique of the drills each year.

The CCS Emergency Preparedness Plan addresses, at a minimum:

- Training modules
- Disaster bag/mobile equipment contents, breakaway seal system
- Crash cart equipment
- Communications system and procedures
- Recall process for medical personnel
- Emergency assignment of health services staff
- Establishment of a command post
- A method to ensure safety and security of patient and staff areas
- Use of emergency equipment and supplies
- Establishment of primary and secondary triage areas
- Triage procedures
- Transportation guidelines
- Evacuation procedures in coordination with security personnel
- Procedure for conducting man down and emergency drills
- Backup assignments for each of the contingency elements
- Emergency treatment documentation





We ensure that all personnel are adequately trained to respond to a crisis. Correctional health care personnel are trained to respond to emergencies within four-minutes. We offer periodic proficiency training for medical personnel on emergency response and other integral components of our program using established Core Competency Checklists. Core Competency is assessed at least annually dependent upon an individual's needs or responsibilities. Staff members are also trained on the implementation of an Incident Command System (ICS). We have provided a sample of the CCS Health Care Provider Emergency Equipment/Response Competency Checklist in **Proprietary Attachment 6**. Please note that this information is **PROPRIETARY AND CONFIDENTIAL**.



CCS uses the START (Simple Triage and Rapid Treatment) system, established by the Hoag Hospital and Newport Beach Fire Department, to train CCS staff on the process for handling multi-casualty events. The triage portion of START, which is the focus of our training program, allows for rapid assessment of every patient, identifying those with life-threatening injuries, and assigning each patient to one of four categories so that when rescuers arrive at the scene, they can immediately be directed to those with the best chance of surviving.

CCS prides itself on being a solutions-oriented company that considers all aspects of our clients' needs. We have an effective disaster plan for our contracted facilities with detailed

procedures for handling emergency situations. Our team members take immediate action and do what needs to be done for our valued partners in the face of a disaster or impending disaster.

2.2.19 Cooperation with Public Health

CCS is committed to being a true solutions provider in the health care industry and in the communities we serve. We cooperate with any and all community public health officials, and any inspections of the County facilities.

2.2.20 Humane Treatment

CCS will provide inmates with health care services that are consistent with care available in the community. Our focus is operating a humane, legally defensible health care program for the ADF. While acknowledging our responsibility to avoid unnecessary costs, CCS also ensures that patients receive the most appropriate care. We believe each decision related to a patient's care should include asking ourselves, "What if this were my family member?"





CCS will continue to provide care consistent with an inmate's rights under the U.S. Constitution and the ADF's philosophy related to the care of incarcerated individuals, specifically that:

- Inmates have a right to access health care services
- Inmates have a right to professional medical judgment
- Inmates have the right to care that has been ordered

CCS stresses humane and respectful patient treatment in everything we do. Our employee handbook describes our company values, including "treating our people with respect and dignity."

Our operations will continue to be managed by our Health Services Administrator Aroya D. McGhee-Enhard. She knows the facility, its people, and its challenges, and is motivated to provide superior service through continuous improvement.

2.2.21 Continuous Quality Improvement Program (CQIP)

The CCS Continuous Quality Improvement Program (CQIP) ensures that clinical care delivery is conducted in accordance with our high expectations, as well as NCCHC standards. We use established techniques like electronic CQI screens and advanced technology to make our programs even better. The CQIP is defined by written policies and defined procedures, and is operated under the authority of CCS Chief Clinical Officer. The goal of the CQIP is to ensure that systems and programs work effectively to guarantee that our patients receive quality health care services. The CQIP includes audit and medical chart review procedures that comply with NCCHC standards. CCS marks all CQIP activity records as confidential; discussions, data collection, meeting minutes, problem monitoring, peer review, and information collected as a result of the CQIP are not for duplication or outside review.

Medical Audit Committee

CCS's Medical Audit Committee (MAC) oversees all health care functions and conduct quarterly MAC meetings on a scheduled basis with distributed agenda to evaluate the health care program, ensuring that high-quality medical, dental, and mental health services are available to the entire inmate population. Discussions typically include monthly health services statistics by category of care, current status of the health care program, costs of services, coordination between security and health services, and identified issues and program needs. The MAC will reviews and categorizes grievances to identify potential issues and to determine whether patterns exist or develop.

CCS conducts MAC meetings in coordination with your administration to discuss medical care services. Meeting minutes are documented, distributed to attendees and your administration, and maintained for reference. CCS provides monthly and quarterly reports regarding the clinical operation of the health care program, in accordance with NCCHC and ACA standards. We will regularly confer with you regarding any issues deemed appropriate, including existing procedures and any proposed changes to procedure.





2.3 Project Work Plan, Management, and Implementation

2.3.1 Supervision/Management Plan

Continuous communication helps minimize surprises and ensures a mutual understanding of decisions and protocols. Following is our annual calendar of monthly and quarterly site visits to the ADF.

Minimum Corporate Site Visits							
Staff Title	Visit Frequency	Length of Visit	Purpose of Visit				
Regional Manager/Regional Area Vice-President	Quarterly	One day	MAC				
Regional Manager/Regional Area Vice-President	Quarterly	One day	CQI				
Regional Manager/Regional Area Vice-President	Quarterly	One day	P&T				
Regional Manager/Regional Area Vice-President	Monthly	One day	Oversight				
Corporate Medical Director	Once yearly	One day	Clinical Oversight				
Corporate Financial Officer	Two meetings: Mid-Year End of Year	One day each	Corporate Oversight				
CEO or EVP	Once yearly	One day	Corporate Oversight				
HSA visits to CCS Home Office*	Once yearly	Three days	Training, Reporting				
HSA visits to NCCHC	1 conference each calendar year	TBD	Training, Compliance				

^{*} Visits in excess of this limit for any reason (e.g. turnover, additional training, etc.) will be our responsibility.

A proposed budget for these site visits are broken out as a separate travel line item in the Cost Proposal in **Attachment 1**. Corporate visits not requested or required in this RFP are at the discretion of the Vendor but the travel expenses are not reimbursable as a pass-through.

A copy of our customary expense reporting is submitted with the monthly invoice for authorized travel. No additional travel will be passed through to the County unless specifically authorized. The County shall not pay travel expenses required to resolve site problems that are not the responsibility of the County (e.g. turnover, mismanagement, operational problems, client dissatisfaction, litigation, etc.).

2.3.2 Accreditation

The CCS program for the ADF will continue to meet community standards of care, as well as standards established by the National Commission on Correctional Health Care (NCCHC). We will finance NCCHC accreditation for the ADF and ensure that you achieve and maintain full compliance with NCCHC standards. We have extensive experience achieving and maintaining NCCHC accreditation and will ensure that your medical program maintains NCCHC accreditation for the duration of the contract.

CCS operates all of our programs at an appropriate level of care consistent with standards established by the NCCHC. Our accreditation history is well-documented. We have never failed to obtain nor have we lost accreditation status at any of our client facilities. We have never been denied continued accreditation.





CCS cooperates with any audit team and implements any reasonable corrective action/measures requested by the audit team and/or the facility. In fact, we conduct mock NCCHC surveys at each of our facilities prior to the actual on-site audit, and we discuss our findings and recommendations with the on-site staff. Additionally, our internal quality improvement programs guarantee that all CCS clients meet and maintain all NCCHC standards.

Praise for CCS NCCHC Audit

"I wanted to take the opportunity to let you know what a great job Beth [Frederick, HSA] did in preparing for and handling the recent NCCHC audit! Both during my personal interview and during the exit interview, both of the auditors had nothing but the highest praise for Beth and her staff and the medical services your company provides. While this facility has maintained that accreditation for over 30 years, we have never partnered with better company than yours. It takes me back to the day we interviewed you for the initial RFP and the pledge Jerry [Boyle, Founder & Executive Chairman] made and you stood by ever since. Thank you."

Michael Giese
Jail Administrator
Waukesha County Sheriff's Dept.

Unique Accreditation Perspective

CCS has strong connections to the NCCHC. Jon Bosch, who oversees compliance for CCS, is the former Director of Accreditation for the NCCHC. Our unique perspective into the accreditation process is buttressed by our employees' participation in the following NCCHC activities:

- Standards development
- Standards interpretation
- Conducting on-site accreditation surveys
- Training NCCHC lead surveyors
- Hosting and conducting Certified Correctional Health Professional (CCHP) exams to encourage advancement and professional certification of our employees

CCS personnel have participated in NCCHC standards development and interpretation; on-site accreditation surveys; and training of lead surveyors. We typically send more than 50 staff members to the annual NCCHC conference each year for training. Staff members regularly serve as presenters and educational session leaders at the conference. We host CCHP examinations at our Home Office in Nashville, Tennessee and in various locations throughout the U.S. to make it convenient for our employees to take the exam. Encouraging this certification, we provide CCHP examination opportunities for our employees on a regularly scheduled basis.

2.3.3 Implementation

As your incumbent inmate health care provider, our program is already well established. When selected to continue as your trusted partner, CCS can assure no disruption in the continuity of care at the ADF. Our focus will not be on start-up, but rather on patient care and continuous improvement. No other vendor can make this claim.





2.3.4 Recruitment

CCS focuses on prudent staff deployment in order to promote high efficiency, fewer mistakes, and improved morale. As a result, we have an excellent retention rate with low turnover. To consistently recruit and retain highly qualified employees, CCS has developed industry-leading employee retention programs, including competitive benefits programs and opportunities for professional development. We continually researches rates of pay in different areas to ensure that our salary ranges remain competitive. By showing our employees that they are a valued part of our company, CCS is able to save our clients unnecessary operational expense and added costs created by turnover.

Recruiting Practices

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 physician recruiters, nurse recruiters, and coordinators assist our staff and clients with finding high-potential candidates, screening applications, conducting interviews, and making hiring decisions. CCS will only recruit and interview candidates who are 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 the following figure.



Equal Employment Opportunities

CCS is an Equal Employment Opportunity (EEO) employer, and we have a thorough diversity policy in place to appropriately guide our recruiting and hiring processes. We will comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, gender, sexual preference, marital status, age, disability, or national origin.





Internal Recruiting

It is CCS practice to post all job openings within the company first so that internal team members have the opportunity to be considered before opportunities are posted externally. CCS employees are eligible to apply for internal opportunities after completing six months in their current role, provided they are in good standing.

If a team member is interested in transferring to another position and/or location, they must complete an internal transfer request form and submit it to their supervisor for signature before applying for the position. Interviews are typically conducted by the Hiring Manager or regional staff. CCS also welcomes input from our clients during the interview process for key positions.

College and University On-site Recruitment

A key part of the CCS recruitment plan includes reaching out to local nursing schools to attract health care professionals to a career in corrections. CCS has developed programs for nursing students in many of our client facilities. We have found that by increasing community interest and education regarding corrections, we have been able to attract and recruit health care providers who may have otherwise overlooked a career in our industry.

National Searchable Databases

CCS uses a wide variety of national recruiting databases that provide access to health care professionals throughout the country, including:

- CareerBuilder.com
- Indeed.com
- MiracleWorkers.com
- PracticeLink.com
- PracticeMatch.com
- DocCafe.com
- NurseCafe.com
- DentistJobsCafe.com

CCS also uses resources that blast job postings and information across dozens of other recruiting databases and job sites through a single source. Our strategic use of various databases ensures a continuous feed of the newest resumes and candidates into the Workforce System that our recruiters use to quickly find the best candidates.

Salary and Benefits

CCS offers competitive salaries and benefits to all employees with a focus on hiring and retaining qualified staff. We conduct local due diligence and salary surveys to ensure that our proposed rates are competitive within the surrounding area and to ensure that staff recruitment and retention efforts are successful.

CCS has conducted an area salary survey of all positions listed in the staffing matrix. We understand that wage variances over 8% of proposed hourly wages by position are the responsibility of CCS, which includes the entire variance. We work to retain all qualified, properly credentialed individuals who are a part of our team.





2.3.5 Retention

CCS understands the importance, for continuity of care, of ensuring the majority of our employees are full-time employees. Consistent staffing improves the quality of patient care and minimizes issues that can lead to grievances and lawsuits.

CCS offers benefit-related incentives to entice those who may be looking at a slightly higher rate of pay as per diem staff to commit to full-time employment with our company. We are proud to say that over 96% of all CCS jail positions are filled with permanent employees. Any open positions are temporarily filled through overtime and PRN staffing pools.

Commitment to People Development

CCS created our People Development program to invest in our employees' long-term professional satisfaction and well-being. Our dedication to People Development creates lower employee turnover, reduces costs due to replacement and training, and strengthens team spirit through mutual respect and recognition of each employee's contributions.

CCS believes that a successful operation begins with motivated employees who are well-equipped to satisfy the needs of our clients. We begin with the identification, validation, and recruitment of the very best people, then we orient them to our CCS culture and operations through an established onboarding process. CCS offers a full range of opportunities for our employees' continued professional development, including training programs, continuing education, clinical exposure, promotion preparation, succession planning, and peer reviews.

Professional Development/Tuition Assistance

CCS encourages employees to take advantage of opportunities for advancement and professional growth. The CCS education and training program facilitates professional development and provides tuition assistance to employees as an opportunity to advance their skills and their career. Each year, CCS employees and their children who have graduated high school are encouraged to apply for CCS-sponsored college scholarships. In 2017, CCS awarded four \$2,500 scholarships to children of CCS employees who had graduated high school.

Employee Recognition

CCS has a formal Employee Recognition Program based on our company slogan: "The Right People Doing the Right Things Right." The program, known as "R3 Recognition," is designed to reward employees for outstanding performance and exemplary service. The purpose of the Employee Recognition Program is to motivate positive job behavior and build a sense of pride in each employee. CCS presents recognition awards each month and quarter based on attendance, customer service, teamwork, and overall performance.

Each CCS location incorporates "R3 Recognition" into its local operations. The primary program is the 5H Award, which represents the values by which CCS strives to exist: Hunger, Honesty, Hard Work, Humility, and Humor. CCS encourages the use of the 5H Program in an effort to continuously recognize employees whose contributions echo these values. In order to recognize a particular staff member, each CCS location or territory is responsible for creating their own R3 Recognition Committee and celebrating recognized employees on a monthly and quarterly basis.





On an annual basis, the leadership team of each CCS business unit will chose one individual from each of the quarterly 5H Award Winners to be nominated for the President's Award. All nominees for the quarterly award, Quarterly Award Winners, and President's Award Winners are recognized in the Company Newsletter and are eligible to receive a monetary award, certificate of recognition, and a gift.

Flexible Scheduling

When possible, CCS allows flexible scheduling to meet the needs of our employees. We employ parttime and per diem personnel to provide coverage for scheduled absences and to supplement any fulltime staffing needs.

Human Resources Hotline

CCS offers a 24/7 Human Resources hotline for employees who need guidance regarding an issue outside of regular business hours.

Wellness Program

CCS places a great deal of importance on the health and well-being of our staff. Employees are encouraged to participate in the CCS Wellness Program, which offers exercise programs, healthy eating tips, and other initiatives that promote a healthy lifestyle. Various CCS sites offer incentives or contests to encourage employee participation in programs that create a healthier staff, including smoking cessation and weight control programs.

Employee Assistance Program

CCS offers an Employee Assistance Program (EAP) through Aetna. All CCS employees and their household dependents have 24/7 access to a range of free services and educational materials to help with a variety of life/work challenges and crisis management. Assistance is available through a confidential phone call or referral to a specialist for up to three sessions of in-person support. The Aetna EAP also gives employees access to a variety of discounted services and programs designed to promote health and wellness.

Dare to Care

CCS established our Dare to Care Employee Assistance Fund to support our valued team members when they need it most. CCS employees and their eligible dependents can apply for economic assistance to help meet their needs in the event of unexpected economic hardship. Employees may be eligible for assistance if they experience extreme or catastrophic circumstances beyond their control, including loss of property due to natural disaster; life-threatening illness or injury; or the loss of a family member.

CCS started Dare to Care with a generous gift of \$50,000 and continues to support the fund by matching up to \$20,000 of employee donations annually. The Dare to Care fund has provided over \$350,000 to CCS employees in need. CCS uses the Community Foundation of Middle Tennessee to manage all funds and award gifts, which keeps the application process private and ensures that requests for assistance are reviewed by an impartial and experienced third party.

Staffing Levels

CCS has a successful track record of ensuring appropriate staffing levels. We feel strongly that the financial and clinical risk of not staffing a position is significant, and our strong litigation history validates this approach.





CCS staffs the ADF 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 the ADF. Staffing schedules may be modified upon the mutual agreement and written consent between CCS and the ADF.

2.3.6 Orientation and Training

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 is determined by the position and learning capacity of individual employees.

Phase 1: Onboarding

Critical to the future success of any new employee is his or her initial experience with the organization. To start the employee off on the right foot and to ensure a smooth transition, CCS offers a three-part onboarding process: Orientation, On-the-Job Training, and Follow-up.

Onboarding Step 1: Orientation

Each new hire is scheduled to participate in an eight-hour learning experience (the physician orientation program has additional requirements), where they are introduced to the CCS culture, policies, and procedures. The program is designed to clearly establish expectations and to involve new employees in the success of the company.

Onboarding Step 2: On-the-Job Training (OJT)

On-the-Job Training is guided by standards, detailed checklists, and a qualified preceptor. While there are time schedules with expected milestones, the preceptors work with the new employees to ensure that the expected knowledge is transferred. This portion is not complete until the new employee feels capable of performing the job and satisfactorily passes the posttest.

Onboarding Step 3: Follow-up

During this component, the new employee can provide feedback about his or her experience with the Health Services Administrator (HSA). During this discussion, the HSA also shares information about his or her leadership style and performance expectations.

Phase 2: Performance Enhancement

Performance Enhancement training consists of skills labs and webinars. On a scheduled basis, the medical team participates in online training, as well as in-service learning opportunities such as "Lunch and Learn" sessions. In addition, webinars and DVDs that interface with a variety of Subject Matter Experts (SMEs) are offered to staff members as applicable to their roles.





Phase 3: Leadership Development

CCS uses Leadership Development training to invest in the continued growth of our employees in order to develop leaders from within. Each training session varies in delivery and duration, and is designed to strengthen the leadership competencies of all of our staff members. The Leadership Development training sessions are a collaborative effort between our Home Office and on-site leaders.

CCS Leadership Boot Camp

CCS Leadership Boot Camp, held at our Home Office in Nashville, gives our new leaders the opportunity to learn about CCS values, policies, practices, and culture. Boot Camp is a three-day interactive experience focusing on People Skills, Patient Care, Processes and Procedures, Partnering with our clients, and operations. Our HSA, Aroya McGee-Enyard, has attended Boot Camp in Nashville.

GPS - Great People Skills

By request, CCS offers a six-month intensive group development program for leaders designed around the following concepts:

- A. Who Am I? (Assessing management and personality style, personal goals, and priorities)
- B. Who Are You? (Interpersonal skills, conflict styles, mediation negotiation)
- C. Who Are We? (Ethics and culture of CCS)

New Leader Transition

By request, CCS offers one-on-one, on-site development with HSAs, provided by Leadership Development strategists. Topics include assessments, team-building, and specific development in areas of growth potential.

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 also 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 each training, staff receive 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, along with a button that says "Find an Elective in the Catalog," which 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. Future 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 by clicking the Completed tab. Courses taken outside can be added it 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 ADF. 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 materials. Please see the following example of a self-study continuing education and training schedule.





2.3.7 Background Screening

CCS and our employees cooperate fully with any investigations conducted by the ADF. We provide the name, date of birth, local address, social security number, and copy of driver's license for all employment applicants. CCS routinely conducts a background investigation as a part of its application process. All proposed CCS staff, including any subcontractors, are subject to a criminal records check, fingerprinting, and a forensic panel drug screen prior to employment; additional random drug screens are conducted as needed. All screened applicants visit the ADF before a formal decision of employment by CCS. Final selection is subject to your approval.

2.3.8 Security

CCS exercises security measures consistent with ADF rules, regulations, policies, and procedures. Health care personnel are subject to the same security regulations as other ADF employees, and we collaborate with you to ensure that security regulations are maintained without compromising access to care. We ensure that all new hires are appropriately oriented to ADF operations. The CCS orientation program for newly hired health service employees includes training on security and contraband regulation. Medical staff receives training on security classification and other security concerns as appropriate.

Any CCS employee in violation of your security regulations may be denied access to the facility, in which case, we provide alternate personnel to supply the contracted services, subject to your approval. CCS staff and their private vehicles, clothing, packages, mail, lockers, etc., when located on ADF grounds are subject to search, consistent with policies and procedures and/or applicable laws. We understand that you reserve the right to request the removal of any employee from the facility.

All CCS on-site staff members dress appropriately in scrubs and display proper ADF-issued identification at all times.

2.3.9 Licensing and Certification

Health care services are provided by persons who are fully qualified and appropriately licensed, certified, or registered in the State of Nebraska. CCS ensures 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 that all employees complete any annual training necessary to maintain their licenses and/or certifications. All health care personnel maintain current first aid and CPR/AED certification and attend appropriate workshops to maintain their licensure.

Personnel Files

Once on-site personnel have been selected, CCS provides the ADF with applicable certification and licensing information. Before employment, CCS provides 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.





Personnel files of CCS and contract employees assigned to the ADF are maintained on-site and are readily available to the designated ADF authority. Personnel files include copies of current registration certificates for licensed practitioners. We make updated data and other relevant information available to you on request.

Credentialing and Privileging

CCS has a credentialing process 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.

Employee Performance Evaluation

CCS conducts employee evaluations using designated forms for each full-time, part-time, and relief employee. Reviews are conducted three months from the date of active employment and annually thereafter according to hire date or date of contract renewal, depending on the specifications designated from the Home Office. Regular full-time and regular part-time employees are eligible for merit increases annually when they receive their performance evaluation. PRN/on-call employees are not eligible for merit increases annually, although the appropriateness of PRN rates is reviewed periodically. However, PRN/on-call employees may receive a merit increase as long as written approval is received from the Home Office.

The CCS evaluation process is conducted as follows.

- Four weeks prior to the date in which evaluations are due, managers begin working on an employee's evaluation to ensure timely completion and delivery.
- The evaluation should be objective and give specific examples for feedback in the comments section of the evaluation. It should also include detailed analysis on areas for improvement, tasks performed effectively, and goals.
- The evaluation should encompass the entire timeframe since the last evaluation and managers should avoid using only very recent performance as the criteria evaluated.
- The supervisor will meet with the employee to review the evaluation. Both supervisor and employee should sign and date the evaluation.
- A copy of the evaluation should be provided to the employee.
- Merit increases that coincide with evaluations must receive proper approval and signatures from the Executive Vice President. A signed Employee Action Form must be submitted to Human Resources in order to process a merit increase.
- Evaluations that are given to coincide with contract date will need to have merit increases prorated.
- The original evaluation and signed Employee Action Form must be submitted to Human Resources for processing and proper filing.
- Evaluations are completed in a timely manner. Late evaluations must be accompanied by a detailed explanation as to why it is late and the merit increase will be made retroactive, so the employee is not penalized.

If any problems are identified, CCS conducts performance reviews more frequently and reports unsatisfactory performance to the Jail Director or designee. CCS reports any problematic practices or





behavior within one business day, with documentation of investigation within one week or more quickly, if requested. Problematic practices or behavior might include misconduct or breaches of Policies and Procedures, fraternization with inmates, patient care errors, leaving posts uncovered without appropriate relief, unprofessional conduct as deemed by CCS and/or the ADF, and any criminal activity.

CCS reacts swiftly to vacancies and other potential staffing crises to ensure there are no long-term staffing vacancies. 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. Please see our proposed staffing plan in **Section 1.3.1**.

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.

2.4 Business Requirements

2.4.1 Reporting Requirements

CCS provides the best on-site care possible and we are fully accountable to the ADF. 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 inmates 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.

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 ADF in the form of an FTE report. These reports, which are compiled by pay period, 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 mere moments. Our automated FTE reporting system allows for 100% auditable reporting of contract versus worked staffing reports (see **Figure 8**).







Total Hrs in Period: 160

Staffing Report - Position Level (FTE)

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

 -	-1-6	11 0	

		ontract Total	S	Productive Hours				Non-Productive Hours				Total		
Position &	Actual FTE	Contracted FTE	Variance	Regular	Overtime Hourly	Overtime Salary	Holiday Worked	Total Productive	Vacation, Side, & PTO	Hollday	Training	Other	Total Non-Productive	Paid 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	1.0
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	9.1
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	1.0
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	1.219	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.
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.
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.
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.
MD1400 0974 Job Code NOT in the	0.817	0.000	0.817	0.917	0.000	0.000	0.000	0.817	0.000	0.000	0.000	0.000	0.000	0.
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.
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.
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
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
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.
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	\$.
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.
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.
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.
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.
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.
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 8. Sample FTE Report. Our automated FTE reporting system allows for 100% auditable reporting of contract versus worked staffing reports.

CCS medical staff supplements these reporting requirements by meeting with the ADF Director at least quarterly.





2.4.2 Policy and Procedure Manual Requirements

CCS has developed a Policies and Procedures Manual tailored to health care services provided at the ADF. This manual, which has been approved by the ADF, meets or exceeds NCCHC standards. The manual is reviewed and revised as CCS and/or ADF policies are modified, no less than once per year. A copy of our current Policies and Procedures Manual which was approved by the ADF, is on file in the nurse's office. A sample of our Policies and Procedures is available in **Section 4.2**.

2.4.3 Billing Requirements

CCS generates monthly invoices for services provided approximately 30 days in advance of the month of service. The County has 30 days to submit payment, which is due on the first day of the month of service.

CCS reconciles the monthly average daily population (ADP) and bills the County quarterly based on the variance from the contracted monthly ADP times the per diem rate in the contract. If costs for applicable services reach the aggregate cap within a contract year, CCS provides details of all such services and their corresponding costs.

Thereafter, the County will be billed for applicable services on a quarterly basis with the ADP reconciliation. At the end of the contract year – and after we have received all invoices and hospital claims – if total costs fall below the aggregate cap and equipment cap, we will provide details of all such services and their corresponding costs, along with a rebate.

CCS seeks reimbursement from outside sources and adjusts billing accordingly.





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 inmates. 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, NY (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 3.1**, above.

3.3 Current Projects

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





4 Appendix

4.1 Staff Resumes

Please see staff resumes in Tabbed Attachment B.

4.2 Policies and Procedures

A complete Policies and Procedures manual, approved by the ADF, is on file in the nurse's office. A sample from our Policies and Procedures Manual is provided in **Proprietary Attachment 7**.

4.3 New Hire Orientation and Training

A sample of our nursing new hire orientation checklist and annual training schedule are provided in **Proprietary Attachments 8 and 9**.





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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 5, Section II.I, of the RFP:

Litigation History CONFIDENTIAL AND PROPRIETARY	1
Summary Matrix of Clients CONFIDENTIAL AND PROPRIETARY	
Training Module for Alcohol and Benzodiazepine Withdrawal CONFIDENTIAL AND PROPRIETARY	
Clinical Decision Support Monograph for Alcohol Withdrawal CONFIDENTIAL AND PROPRIETARY	4
Pharmacy Reports CONFIDENTIAL AND PROPRIETARY	5
Health Care Provider Emergency Equipment/Response Checklist CONFIDENTIAL AND PROPRIETARY	6
Policies and Procedures CONFIDENTIAL AND PROPRIETARY	7
Orientation Checklist CONFIDENTIAL AND PROPRIETARY	8
Annual Training Calendar CONFIDENTIAL AND PROPRIETARY	





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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 Adult Detention Facility since 2011. Following are a few reasons why CCS is the right partner to deliver an expanded health care program at the ADF.

- Experience: We have successfully served your health care needs since 2011. We know the
 facility, the staff, and the inmates better than any other medical provider. By continuing our
 partnership, the ADF 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 ADF and local community providers, because we know you want the very best, and we want to continue as your partner.
- **Innovation**: CCS is an innovator. We will continue to make the latest technology and best practices available so that the ADF 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 and have the most experience in
 our industry operating a cost-plus model.
- 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 ADF and the best provider for your inmates, 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

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Info	ormation	Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing 440 S. 8th St.	Address
Email	rwalla@lincoln.ne.gov		Lincoln, NE 68508	
Phone	1 (402) 441-8309	Contact	Robert Walla	Contact
Fax	1 (402) 441-6513		Purchasing Agent	
				Department
Bid Number	17-235 Addendum 4	Departmen	t	Building
Title	Medical Care Services -	Building		· ·
	Lancaster County Adult	Š	Suite 200	Floor/Room
	Detention Facility	Floor/Room	1	Telephone
Bid Type	RFP	Telephone	1 (402) 441-8309	Fax
Issue Date	8/18/2017 05:20 PM (CT)	Fax	1 (402) 441-6513	Email
Close Date	9/15/2017 12:00:00 PM (CT)	Email	rwalla@lincoln.ne.gov	

Supplier Information

Company Correct Care Solutions, LLC

Address 3343 Perimeter Hill

Suite 300

Nashville, TN 37211

Contact Patrick Cummiskey

Department Building Floor/Room

Telephone (615) 324-5750 x5777
Fax (615) 324-5731
Email patrick@ccsks.com

Submitted 9/14/2017 10:41:32 AM (CT)

Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Patrick Cummiskey Email Patrick@ccsks.com

Supplier Notes

Please change corporate address to: Correct Care Solutions, LLC 1283 Murfreesboro Road, Suite 500 Nashville, TN 37217

Bid Notes

The County is requesting proposals for a second RFP for Medical Services at the Youth Service Center. Vendors interested in providing service at both facilities MUST submit separate RFP's according the requirements of each.

Bid Activities

Date Name		Description		
8/24/2017 01:00:00 PM (CT)	Pre-Proposal Meeting - Thursday August 24th at 1:00pm - 3801 West O Street, Lincoln, NE	Pre-Proposal Meeting - Thursday August 24th at 1:00pm - ADF, 3801 West O Street, Lincoln, NE. This will be the only time Vendors may view the medical facilities inside the facility.		

Bid Messages

	Bid Attributes Please review the following and respond where necessary					
#	Name	Note	Response			
1	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes			
2	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: ELECTRONIC ADDENDUM - The Insurance Requirements have been changed to include Cyber Insurance. A revised form with all coverage required has replaced the original document. No other documents are being posted as part of this addendum.	Yes			
3	RFP Documents	I acknowledge and accept that it is my responsibility as a Proposer to promptly notify the Purchasing Department Staff prior to the close of the RFP of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the RFP Document.	Yes			
4	RFP	I acknowledge reading, understanding and agree to the "Request for Proposal" document content and requirements.	Yes			
5	Insurance Requirements and Endorsements	Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.	Yes			
		Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.				
		Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.				
6	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract to be awarded.	Patrick Cummiskey, patrick@correctcaresolutions.com, 615-324-5777			
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes			
8	Contact	Name of person submitting this bid:	Patrick Cummiskey			

Electronic Signature Please check here for your electronic signature. Yes 10 Debarred Has your company ever been debarred or suspended for Nο doing business with the City of Lincoln/Lancaster County, Nebraska Unit Price Term Clause of Contract I acknowledge that the term of the contract will be effective Yes December 1, 2017 through November 30, 2021 with an option to renew for one (1) additional four (4) year term upon mutual consent of all parties. Do you agree to the escalation requirements as outlined in the RFP? YES or NO If No, explain why? Performance/Payment Bonds I acknowledge that a Performance Bond in an amount Yes equal to three (3) months of the Contract amount will be required with the signed contract upon award of this project. Bid Bond Summission - County I acknowledge and understand that my bid will not be I have delivered my bid bond. considered unless a bid bond or certified check in the amount of \$5,000.00 is made payable to the order of the Lancaster County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT! U.S. Citizenship Attestation Is your company legally considered an Individual or Sole Proprietor: YES or NO As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution. If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108. Agreement to Addendum No. 3 Respondent hereby certifies that the change set forth in Yes this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 17-235 for Medical Services - Adult Detention Facility is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-8103.	\$0.00
	Item No	otes:		
	Supplie	er Notes:		
			Response Total:	\$0.00

Lancaster County

Lincoln Nebraska

Medical Services – Adult Detention Facility (RFP 17-235) RFP 17-235

Attachment 1 – Cost Proposal

September 15, 2017 12 p.m.





Respectfully Submitted to:

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

Submitted by:

Correct Care Solutions, LLC 1283 Murfreesboro Road Suite 500 Nashville, TN 37217 800-592-2974 x5777 Tax ID# 32-0092573

Point of Contact:

Patrick Cummiskey
President
P: 615-324-5777
F: 615-324-5798
Patrick@correctcaresolutions.com



Medical Services – Adult Detention Facility (RFP 17-235) Lancaster County, Nebraska



CCS is again proposing a Management Fee Pricing model for Lancaster County, where all healthcare program costs are tracked, reported, and reimbursed by the County.

This pricing model provides Lancaster County with actual cost information for all aspects of the healthcare program, while allowing the County to receive all savings realized by having CCS manage the program. This includes staffing cost savings and any savings derived from CCS-negotiated vendor contracts. This model also offers transparent cost reporting making us operationally accountable and fiscally responsible and also allows the County to easily justify operational expense decisions with informed confidence.

CCS is the premier correctional healthcare company in the industry. We have effectively implemented Management Fee contracts for several of our clients to help transparently manage their budgets while delivering high-quality healthcare, often at reduced costs to our clients. CCS clients using this model—including Lancaster County—have consistently saved budget dollars on healthcare.

Proposed Pricing Elements

The largest direct cost components of our budget are Staffing and Pharmacy Services.

1. Staffing

The CCS proposed staffing plan (provided in section **1.3.1 Staffing Plan**) creates enhancements to the current staffing at the Jail by transitioning from 8-hour LPN and RN shifts to 12-hour shifts. This ensures that an RN will be on-site 24/7/365. We also added 1.4 FTE Certified Medical Assistants to both the day and evening shift. This ensures that we have enough medical staff on-site to comply with the health care service provisions of the contract.

Optional Enhancement

CCS also optionally offers pricing for an addition of 1.0 FTEs of Mental Health Professional coverage to meet the group therapy specifications in the RFP. We are confident this is the appropriate matrix to assist us in maintaining the high quality of care expected by Lancaster County. This optional addition would increase the total FTEs to 22.9 and would cost an additional \$ 76,092 per year.

Staffing costs comprise approximately 70.7% of our proposed budget.

2. Pharmacy

CCS works diligently to manage pharmacy costs on behalf of our clients. As the largest customer for national provider Diamond Pharmacy, we are able to offer significant buying power and savings to our clients.

Pharmacy costs comprise approximately 11.2% of our proposed budget.



Medical Services – Adult Detention Facility (RFP 17-235) Lancaster County, Nebraska



3. Direct Costs (Pass Through)

Pass-through items in our budget include all costs for personnel, off-site and on-site contracted services, pharmacy, medical supplies, professional and legal fees, laboratory, insurances, on-site administrative supplies, office furniture, new employee orientation costs, payroll fees, and travel for required site visits. All costs for patient care are included, regardless of pre-existing conditions. CCS works with the County in the proper tracking and management of pre-booking injuries through our electronic Care Management system. Patients are manually entered so that care and costs can be tracked appropriately, and only those claims resultant of approved services are paid on behalf of Lancaster County.

4. Start-Up Costs

As Lancaster County's current partner, CCS has not budgeted start-up costs. Recruitment for the Mental Health Professional proposed in our staffing enhancement option will be incorporated into our current recruitment efforts.

5. The CCS Management Fee

The CCS Management Fee includes:

- Complete access to the entire portfolio of CCS healthcare program elements.
- CCS Home Office management services. Home Office, and Executive Team members will be onsite regularly to provide direction, training, and guidance for all staff members. The services of our corporate managers are included in the CCS Management Fee. You will never be charged for their time while they work with Lancaster County.
- Access to our Executive Team as required with no additional travel expenses charged to Lancaster County.
- The CCS IT team will work closely with the Lancaster County IT department and on-site medical staff to continue effective operations of our Electronic Records Management Application (ERMA).
- The HR team will continue to be accountable for recruitment and assisting on-site personnel with all HR needs, including all professional training and benefits, as defined in the Personnel Services section of our technical response.
- Access to all CCS-negotiated contracts, including but not limited to pharmacy, medical supplies, dental supplies, lab services, mobile X-ray services, dialysis services, and waste management services.
- Legal support to address and manage any future grievance, legal, or malpractice expenses.
- Access to our complete menu of operational and financial reports.
- Real-time reports through our electronic Care Management system to track off-site patients and their care.
- Overhead expenses associated with providing all of the above areas of service for this contract.

CCS is proposing a 2017 Management Fee of \$211,347, or 1.7% higher than our 2017 contract year. This is lower than a CPI increase for Midwest Urban Medical Care which is currently 2.4%

Our Management Fee comprises approximately 9.5% of our proposed budget.



Medical Services – Adult Detention Facility (RFP 17-235) Lancaster County, Nebraska



Population Fluctuations

No per diem price adjustments are proposed for jail population fluctuations. Our proposed Cost Plus Management Fee model includes all healthcare program costs being tracked, reported, and reimbursed by the County.

Subsequent Year Pricing

CCS has included a projected budget for the County. We understand future price increases will be negotiated and have budgeted based on an annual increase of 3%. CCS will negotiate in good faith with Lancaster County administration to ensure an appropriate budget annually.

Company Name: Correct Care Solutions, LLC

ATTACHMENT 1

RFP 17-235 MEDICAL SERVICES – ADULT DETENTION FACILITY 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 RFP response (total wages, fringe benefits, time off, and backfill for all required positions) \$\frac{1}{387,288}\$
2.	Professional Fees \$185,900
3.	Pharmaceuticals \$ 250,000
4.	Laboratory (no STD or other labs are performed at intake) \$ 16,499
5.	Medical supplies \$ 310.00
6.	Insurances (malpractice, malpractice tail, workers comp) \$148,232
7.	Travel - for required site-visits and site supervision. \$ 5,077
8.	Travel - associated with contract start-up and initial training and oversight. \$0
9.	Start-up costs for the contract. \$0
_	The Management Fee (incl. all services in the fee) % 9.50 \$211,347 Above does not include \$5,760 (Mobile X-Ray) and \$14,288 (Administrative Expenses) L MEDICAL SERVICES COST – YEAR 1 lot Include Travel Start-Up or Start-Up Costs) \$ 2,224,701
TOTAL	FOUR (4) YEAR COST \$9,238,183

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 associated with H.S.A. to NCCHC conference will be budgeted in Travel-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.

	CCS Bud	dget Cost	Worksheet			
	Land	caster, NE	E - Adult			
	Year 4 Octob	0/		Visco O O o do	Visit 10 sets	4 1/2 7 - 1 - 1
Personnel Costs	Year 1 Costs	<u>%</u>	Year 2 Costs	Year 3 Costs	Year 4 Costs	4 Year Total
	¢4 207 200					
Salaries/Wages/Benefits - Staff Professional Fees	\$1,387,288					
Professional Fees	\$185,900					
Total Personnel Costs	\$1,573,188	<u>70.7%</u>	\$1,604,652	\$1,636,745	\$1,669,480	\$6,484,064
Total Pharmacy Costs	\$250,000	<u>11.2%</u>	\$257,500	\$265,225	\$273,182	\$1,045,906
On-site Variable Costs		_				
On-site X-Ray	\$5,760					
On-site Labs	\$16,499					
Medical & Dental Supplies	\$310					
Wodiou & Bertai Supplies	φεισ					
Total On-site Variable Costs	\$22,569	1.0%	\$23,133	\$23,712	\$24,304	\$93,718
Total Off-site Expenses		0.0%	\$0	\$0	\$0	\$0
On-site Administrative Expenses						
Recruitment	\$4,000					
Travel	\$5,077					
Insurance - General & Med Mal	\$127,534					
Insurance - Workers Comp	\$19,978					
Performance Bond	\$720					
Other Misc. Expenses	\$10,288					
Total On-site Administrative	\$167,597	<u>7.5%</u>	\$172,625	\$177,804	\$183,138	\$701,164
Total Costs:	\$2,013,354	90.5%	\$2,057,910	\$2,103,485	\$2,150,104	\$8,324,852
	ψ <u>=</u> ,010,004		Ψ2,001,010	\$2,100,700	\$2,100,104	\$5,52 ¥,662
Management Fee:	\$211,347	9.5%	\$222,408	\$233,867	\$245,708	\$913,331
Total Start-Up Costs	\$0	0.0%				\$0
Total Year One Costs:	\$2,224,701	100.0%	\$2,280,318	\$2,337,352	\$2,395,812	\$9,238,183

Document A310TM - 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:

\$5,000.00

Five Thousand Dollars and 00/100

PROJECT:

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

Lancaster County Medical Services -Adult Correction Facility RFP-17-235

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

15th

day of September, 2017.

Correct Care Solutions, LLC

(Principal

Westchester Fire Insurance Company

(Surety)

(Seal)

(Seal)

(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 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



Atyu M (fun 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



GOMMONWEALTH OF PENNBYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 26, 2018

Krew 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

William L. Killy

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



Document A310TM - 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:

\$5,000.00

Five Thousand Dollars and 00/100

PROJECT:

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

Lancaster County Medical Services -Adult Correction Facility RFP-17-235

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

15th

day of September, 2017.

Correct Care Solutions, LLC

(Principal

Westchester Fire Insurance Company

(Surety)

(Seal)

(Seal)

(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 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



Atyu M (fur 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



GOMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Philis. County
taly Commission Expires Sept. 26, 2018

Krew Ebrandt

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

Weeliam L. Kelly

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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 President, Local Detention Division



Education

Master of Science, Business Organizational Management

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

Bachelor of Science, Engineering Management

United States Military Academy; West Point, NY

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

President, Local Detention Division

2011 - Present

Responsible for the success of the operational support team and all county/municipal contracts. Manages all aspects of operational support from contract initiation to daily contract operations. Ensures standards of care are met and overall expenses are within established budgets. Provides 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.

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	 Active – Florida Active – New York
	Active – New Jersey
	Active – Pennsylvania Inactive – North Carolina
	Inactive - North Carolina 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

Karen Ehudin Galin Chief of Behavioral Health



Education • Clinical Psychology; University of Alabama, Tuscaloosa, AL; 1989 Dissertation Title - Unmasking Pain: Detection of Deception in Facial Expressions - (Ph.D.) Psychology; Magna Cum Laude, Emory University, Atlanta, GA; 1984 – (B.A.) **Clinical Experience** • Chief, Behavioral Health Officer, Correct Care Solutions, Nashville, TN - 2015- Present • Vice President of Clinical Programs, GEO Care LLC, Boca Raton FL - 2009-2015 • Director of Clinical Programs, GEO Care Inc., Boca Raton, FL - 2007-2009 Director of Psychology and Forensic Services, South Florida State Hospital, Pembroke Pines, FL – 2005-2007 • Forensic Director, South Florida State Hospital, Pembroke Pines, FL - 2004-2005 Forensic Coordinator, South Florida State Hospital, Pembroke Pines, FL – 2003-2004 Forensic Psychologist, South Florida State Hospital, Pembroke Pines, FL – 2002-2003 • Director of Psychology, Florida Pain and Rehabilitation Institute - 2001 Staff Psychologist, Patton State Hospital, Patton, CA – 1997-2000 Psychologist, Psychological Health Group - 1997-2000 Primary Care Team Leader, Neurobehavioral Program, Pittsburgh VAMC – 1996 • Coordinator, Neurobehavioral Program, Pittsburgh VAMC – 1989-1996 • Psychology Intern, Pittsburgh VA Consortium (APA approved) – 1988-1989 Rotations in behavioral medicine, neuropsychology, and inpatient psychiatry Externship in family therapy at the Western Psychiatric Institute Psychology Trainee, Russell Student Health Center, Tuscaloosa, AL – 1987-1988 Psychology Trainee, Bryce Hospital, Tuscaloosa, AL – 1986-1987 Rotations on Admissions and Behavior Therapy Units Psychology Trainee, VAMC, Tuscaloosa, AL - 1986 Rotations on Alcohol Treatment and Acute Psychiatry Units Psychology Trainee, Psychological Clinic, University of Alabama – 1985-1988 • Lecturer, Psychology Seminar, Forensic Seminar, and Grand Rounds & Internship **Teaching** Supervisor, GEOCare, Inc. **Experience** · Seminar Co-Developer and Co-Leader, Neuropsychology Seminar Series, Patton State Hospital • Internship Supervisor, Patton State Hospital • Lecturer, Psychology Seminar Series, Pittsburgh VA Consortium Lecturer, Neuropsychology Case Conference, Pittsburgh VAMC • Internship Supervisor, Pittsburgh VA Consortium • Instructor, Introduction to Psychology, University of Alabama Service • CE Chair, American Psychology-Law Society • Conference Co-Chair, American Psychology-Law Society annual conference • Secretary, Palm Chapter, Florida Psychological Association • Peer Review Committee, South Florida State Hospital · Aggression Prevention and Reduction Team, South Florida State Hospital • Ethics Committee, South Florida State Hospital • Persons Served Satisfaction Committee, South Florida State Hospital • Senior Management Group, South Florida State Hospital Specialized Behavioral Management Plan Committee, South Florida State Hospital Medical Staff, South Florida State Hospital HIV Management Team, Patton State Hospital • Psychology Clinical Training Committee, Patton State Hospital Improving Patient Care Team, Pittsburgh VAMC Psychology Quality Assurance Steering Team, Pittsburgh VAMC

• Clinical Training Committee, Pittsburgh VA Consortium

• Human Subjects Committee, Pittsburgh VAMC

Certification and Licensure

- Licensed Psychologist, State of Florida, PY 6273
- Licensed Psychologist, State of California, PSY 15191
- · Licensed Psychologist, State of Pennsylvania, PS-006385-L
- Licensed Psychologist, Ohio State Board of Psychology, 4345

Memberships

- American Psychological Association
- American Psychology Law Society

Honors

- Performance Awards, Pittsburgh VAMC
- Graduate Council Research Fellowship, University of Alabama
- Graduate Council Fellowship, University of Alabama
- Phi Beta Kappa, Emory University
- · Dean's List, Emory University

Publications

Reid-Proctor, G.M., Galin, K.E. & Cummings, M. (2001). Evaluation of legal competency in patients with frontal lobe injury. <u>Brain Injury</u>, 15, 377-386.

Schramke, C.J. & Galin, K.E. (1993). Examining the clinical utility of administering both immediate and delayed recall of the Rey Complex Figure (RCF). <u>Journal of Clinical and Experimental Neuropsychology</u> (Published abstract and poster presentation at the International Neuropsychological Society annual meeting, Galveston, Texas).

Kixmiller, J.S., Schramke, C.J., Galin, K.E., & Rich, D. (1993). Comparison of two administration procedures for the Rey Osterrieth Complex Figure Test. <u>Journal of Clinical and Experimental Neuropsychology</u> (Published abstract and poster presentation at the International Neuropsychological Society annual meeting, Galveston, Texas).

Galin, K.E., Schramke, C.J., Starratt, C., and Kixmiller, J.S. (1992). Social skills in neurobehaviorally impaired patients. <u>Archives of Clinical Neuropsychology</u> (Published abstract and paper presentation at the National Academy of Neuropsychology annual meeting, Pittsburgh, PA).

Schramke, C.J. & Galin, K.E. (1992). The Rey Complex Figure: Does copy performance influence recall in younger and older adults? <u>Journal of Clinical and Experimental Neuropsychology</u> (Published abstract and poster presentation at the International Neuropsychological Society annual meeting, San Diego, CA).

Galin, K.E. & Thorn, B.E. (1983). Unmasking Pain: Detection of deception in facial expressions. Journal of Social and Clinical Psychology, 12, 182-197.

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 inservice 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

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



Education	Master of Science,	Correctional	Psychology

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.

Aroya D. McGhee-Enyard

Health Services Administrator



Summary Statement

Dedicated Health Services Administrator experienced in and committed to providing exceptional patient care. Proven and trusted supervisor and leader with expertise in administrative policies and procedures; catering to unique patient needs; budget oversight and management; evaluating financial and statistical data; evaluating and recommending methods of improving operational efficiency and cost effectiveness; maintaining communication and good working relationships with facility administration, employees, personnel, contracted providers and outside agencies; leading and building morale with professional staff; delivering quality care to diverse populations.

Professional Experience

Correct Care Solutions, Nashville, TN

Lancaster County Adult Detention Facility, Lincoln, Nebraska

Health Services Administrator, Current

Oversee the administrative requirements of the CCS medical program, including recruitment, staffing, contracts, data gathering and review, monthly reports as required, medical record keeping, and other contract services management. Manage the medical program based on defined goals, objectives, policies, and procedures, and ensure that the medical program is conducted in accordance with state and local regulations, as well as NCCHC and ACA standards. Provide administrative supervision for the Medical Director and all other medical staff.

Health Services Administrator, 2008-Present

Tecumseh State Correctional Institution (TSCI). TSCI houses an inmate population of approximately 1200 inmates.

Nebraska Department of Correctional Services

Nurse Supervisor, 2013-2014

Responsible for scheduling, overseeing nursing staff to ensure policies, protocols and procedures were followed. Provided continuous nurse education, conducted monthly staff meetings, attended monthly administrative meetings to stay abreast of State mandates and policy changes, provided patient teaching. Coordinated and conducted clinics to provide annual immunizations and vaccinations facility wide.

Catholic Charities - Omaha Campus for Hope

LPN/RN, 2010-2012

Provided emergency detoxification services and Adult Residential Treatment Services for individuals addicted to polysubstances and alcohol. Assessed clients through collection data to include: biophysical, psychophysical, environmental, self-care, education and discharge factors. Performed all essential related duties for the LPN to include health status monitoring and medication administration, providing contracts for safety and patient/client education

All Midlands Health Services

LPN, 2003-2008

Provided nursing care within the scope of the LPN for various health facilities to include Douglas County Hospital, Mercy Villa assisted Living and Josie Harper Hospice House. Clinical focus on long term health, skilled care and hospice nursing.

Educatio	n Omaha North High School, 1995
	Graduate, received high school diploma
	University of Nebraska (UNO), 1995-1997
	Completed general studies and pre-requisite course work
	Metropolitan Community College, 2003-2012
	 Completed LPN certification (2003)
	 Completed Associates Degree in Applied Sciences General Studies (2003)
	 Completed Associates Degree in Applied Sciences Registered Nursing (2012)
	Bellevue University, 2004-2005
	Completed general studies and course work
Accomplishments Affiliation	(0000 0000)
	• Deans List (2001-2003; 2011-2012)
	Certified Nurse Education Trainer
	Volunteer Medical Staff for North Omaha Football League
	Completion of Administrator Bootcamp

James W. Billups

On-Site Medical Director

Appointment 2010 to 2013



	S O L U T I O N
Licensure	Nebraska #14472 Iowa #38275 Kansas #04-23230 Colorado #31707
Professional Experience	Correct Care Solutions, Nashville, TN On-Site Medical Director, Current Designated Responsible Physician for clinical services. Ensures the appropriateness and adequacy of health care for the incarcerated population. Overseen by our Regional Management Team, including the Regional Medical Director and the Regional Manager, who works with medical personnel to ensure standards-compliant programming as well as consistency of care and continuous quality improvement. Provide clinical oversight to the site medical program in accordance with NCCHC and ACA standards. Acute Care Inc., Ankeny, Iowa
	Emergency Physician, 2012 to present
	Columbus Community Hospital, Columbus, Nebraska Emergency Physician, 2009 to 2015
	Mary Lanning Hospital, Hastings, Nebraska Emergency Physician, 2012-2013
	Omaha VA Hospital, Omaha, Nebraska Ambulatory Care Physician Internal Medicine, 2006-2011 Associate Chief of Primary Care, 2010 to 2011
	Nebraska Organ Recovery System, Omaha, Nebraska Medical Director, 2004 to 2014
	Emergency Physicians Network, Lincoln, Nebraska Director, 1997 to 2003
	St. Elizabeth Hospital, Lincoln, Nebraska Emergency Staff Physician, 1987 to 2003
	Bryan Memorial Hospital, Lincoln, Nebraska, 1988 to 1997
	Lincoln General Hospital, Lincoln, Nebraska, 1979 to 1997
Education	MPH, Kansas State University, 2005 MD, University of Nebraska College of Medicine, 1978 DVM, Kansas State University, 1972 BS, Kansas State University, 1969 AA, Hutchison Community Junior College (KS), 1967
Post Graduate Education	 Family Practice Residency, University of Nebraska Medical Center, 1979 Board Certification, ABEM, 1991 Fellow, American College of Emergency Medicine, 1994 Recertification, ABEM Boards, certification through December 21, 2020
Academic	Assistant Clinical Professor, Department of Medicine, Creighton School of Medicine,

Publication	Billups, J.W., Schenken, J.R., Beaver, P>C>, "Subcutaneous Dirofilariasis in Nebraska,
	Archives of Pathology and Laboratory Medicine, Vol. 104:11-13, January 1980

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

Jolene Herrell, LIMHP, LPC

Mental Health Director



Licensure

Professional Counselor - Issued By State of Nebraska

Date Issued: October 2003 – Expiration Date: September 2018

Number 1407

Mental Health Practitioner - Issued By State of Nebraska Date Issued: October 2003 – Expiration September 2018

Number 2629

Independent Mental Health Practitioner - Issued By State of Nebraska

Date Issued: April 2012 - Expiration Date: September 2018

Number 983

Training & Certification

- Parent-Child Interactive Larissa N. Niec, Ph.D., PCIT Master Trainer, 2012
- Trauma-Focused Cognitive Behavioral Region 3 Behavioral Health Services, 2012
- Identification & Diagnosis of Mental Health Disorders in Children Magellan Health Services, 2010
- Child and Adolescent Needs and Strengths Assessment Magellan Health Services, 2010
- Motivational Interviewing: The Basics, 2009
- Motivational Interviewing: Advanced Session, 2009
- Life Space Crisis The Institute of Life Space Crisis Intervention, Nicholas J. Long, Ph.D., 2008

Professional Experience

Correct Care Solutions, Nashville, TN

Mental Health Director for Lancaster County Corrections, 2014 – Present Provide Solution Focused Brief Therapy and Crisis Intervention to inmates.

Mental Health Coordinator, 2016 - 2017

Provided mental health status updates to administration regarding inmates in the facility. Complete rounds in the Medical Unit and assess all inmates on a behavioral watch. Completed monthly reports, scheduled appointments, and assisted psychiatrist during call. Triaged inmate mental health requests, medical referrals, and security referrals for mental health providers. Provided coverage as needed.

Mid-Plains Center for Behavioral Health Services, Grand Island, NE

Outpatient Therapist, 2011 - 2013

Provided weekly individual, structural family, couples therapy. Provided Parent-Child Interactive Therapy with children between the ages of 2 and 12 with their caregivers.

DTX Therapist, 2008 – 2011

Provided individual, family and group therapy to children and adolescents in grades K-12 in a treatment school setting. I was assigned to the middle school classroom. Obtained Medicaid/Magellan authorizations and provided case management to students and their family. Created behavioral plans to help youth transition back to the regular classroom. Created initial treatment plans with classroom team, school team, children and family. Completed progress notes on students, monthly treatment summaries and 90 day treatment reviews.

Visinet, Inc.

Director, 2006 - 2008

Developed new programs (Intensive Family Preservation, Outpatient Clinic, In-home Outpatient) and oversaw Family Support, Supervised Visitation, Community Treatment Aide programs. Provided clinical supervision to CTA's and OPT. Completed requested reports and documentation for John Hoffman. Completed payroll documentation. Provided contractual requirements for DHHS.

	Outpatient Coordinator, 2004 – 2006 Provided clinical supervision to PLMHP and LMHP therapists and CTAs. Maintained each therapist's tracker. Assigned clients to therapists. Obtained initial authorizations for clinical services. Completed clinical trainings with therapists. Foster Care, 2003 – 2004 Trained foster parents. Reviewed application for placement and placed in either a Treatment Foster Care home or an Agency based Foster home. Maintained foster care records. Position Intensive Family Preservation Therapist, 2001 – 2003 Provided in-home therapy services to children and families referred by DHHS. Completed weekly documentation.
Education	MA, Counseling Doane College, Lincoln, Nebraska, 2001



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					CONTACT NAME: DEBBIE HOLSTINE				
DENISE D. BARNES USI HEALTHCARE – A DIVISION OF USI SOUTHWEST, INC.					PHONE FAX			3-343-5025		
9811 KATY FREEWAY, SUITE 500 HOUSTON, TX 77024					E-MAIL ADDRESS:					
	•				ADDRESS.	INSURER(S) A	FFORDING COVERAGE	NAIC#		
					INSURER A:		CE SPECIALTY INS. CO, INC	10179		
	RED				INSURER B:					
	DRRECT CARE SOLUTIONS, LLC 83 MURFREESBORO ROAD, SUITE 5	00			INSURER C:					
	ASHVILLE, TN 37217				INSURER D:					
					INSURER E:					
					INSURER F:					
CO	COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:									
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۸	CLAIMS-MADE X OCCUR			ES1866	12/15/17	12/15/18	MED EXP (Any one person) \$N/A			
Α	X REIMBURSEMENT FORM				ļ		PERSONAL & ADVINJURY \$1,000	.000		
		1					GENERAL AGGREGATE \$3,000			
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	X POLICY PRO- JECT LOC			•			EMPLOYEE BENEFITS \$N/A	1		
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	Y / N DECRIPTION OF OPERATIONS below		ĺ				E.L. DISEASE - POLICY LIMIT \$N/A			
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LANCASTER COUNTY 555 SOUTH 10TH STREET LINCOLN, NE 68508				Т т	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Δ1				AUTHORIZED REPRESENTATIVE						



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).

this	certificate does not confer rights t	o the	cert).			
PRODU					CONTAC NAME:	U1				
	is of Tennessee, Inc.				PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378					
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	rille, TN 372305191 USA				INSURER(S) AFFORDING COVERAGE					NAIC#
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				•				PERSONAL & ADV INJURY	\$	
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l ⊦	AUTOS ONLY AUTOS HIRED NON-OWNED					10,01,101.	20,02,2020	PROPERTY DAMAGE	\$	
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(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
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E	mployer's Liability							Disease-policy limit	\$500,0	00
1	imits Per Statute							Disease-each employee	\$500,0	00
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 .	SEE ATTACHED									
CERTIFICATE HOLDER CANCELLATION										
CERTIFICATE HOLDER CANCELLATION										
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
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Lancaster County										
555 South 10th Street			Chiffle !							

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AGENCY CUSTOMER ID: _	
LOC #:	



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

NAIC#: 19489

AGENCY Willis of Tennessee, Inc.		NAMED INSURED Correct Care Solutions, LLC c/o Theresa Kinzel			
POLICY NUMBER See Page 1		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: K08023621

Performance Bond

(hereina firmly b in the m lawful r	ALL MEN BY THESE PRESENTS, that we, Correct Care Solutions, LLC , as Principal, and Westchester Fire Insurance Company, (hereinafter called the "Surety"), are held bound unto Lincoln-Lancaster County as Obligee, (hereinafter called the "Obligee"), as Obligee, (hereinafter called the "Obligee"), as improved as Obligee, (hereinafter called the "Obligee"), as Obligee
Medica	EAS, the above bound Principal has entered into a certain written contract with the above mentioned Obligee described as: al Services - Adult Correction Facility RFP 17-235 dated, contract is hereby referred nade 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 ligee 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 April 1, 2018 and expiring on March 31, 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
SIGNEI	D, SEALED AND DATED thisday ofFebruary,2018
	Correct Care Solutions, LLC Principal 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
- 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. Hancy, 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.



COMMONWEALTH OF PERINSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
the Commission Expires Sept. 26, 2018

April Brandt

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

William L. Keliy, Assistani Bucrotany

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

