



LIVINGSTON COUNTY BOARD OF COMMISSIONERS REVISED MEETING AGENDA

September 26, 2022, 6:00 p.m.

Board of Commissioners Meeting Location

304 E. Grand River Ave., Board Chambers, Howell, Michigan

Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC

<https://us02web.zoom.us/j/3997000062>

"The mission of Livingston County is to be an effective and efficient steward in delivering services within the constraints of sound fiscal policy. Our priority is to provide mandated services which may be enhanced and supplemented to improve the quality of life for all who work, reside and recreate in Livingston County."

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1. CALL MEETING TO ORDER	
2. MOMENT OF SILENT REFLECTION	
3. PLEDGE OF ALLEGIANCE TO THE FLAG	
4. ROLL CALL	
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Elyse Fuentes, Circuit Court Clerk	
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12. RESOLUTIONS FOR CONSIDERATION

Resolutions 2022-09-144 through 2022-09-149

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| | Resolution Approving Appointment of the Public Health Officer – Board of Commissioners | |

13. ACCOUNTS PAYABLE REPORTS

- a. Claims dated: September 26, 2022**
- b. Payables dated: September 3 through September 16, 2022**

14. CALL TO THE PUBLIC

15. ADJOURNMENT

JACKSON COUNTY BOARD OF COMMISSIONERS

RESOLUTION 08-22.24

A Resolution Rejecting Private Money for Funding Elections

The Board of Commissioners of the County of Jackson, State of Michigan, states:

Whereas, Jackson County through the Board of Commissioners has the authority to accept or reject proposed donations or grants to the County in the form of cash, personal property, and real property;

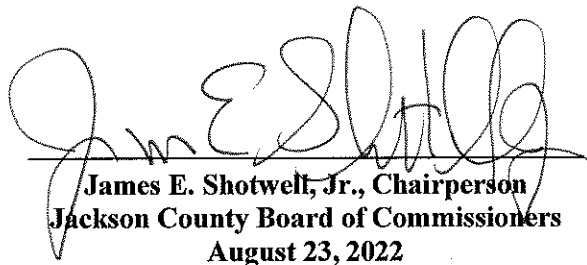
Whereas, funding and managing elections has always been a government function; and

Whereas, private organizations are not subject to the same laws as public institutions, they are not required to hold public hearings, cannot be monitored via freedom of information requests and other mechanisms of administrative and financial transparency, are not subject to the normal checks and balances of the governmental process, and are not accountable to citizens if the public disapproves of their actions.

Therefore, be it Resolved, the Jackson County Board of Commissioners:

1. Affirms that funding and managing elections is a government function, not a private function;
2. Shall not approve or accept donations or grants of private money or personal or real property to the County for use or purposes of funding and managing elections; and

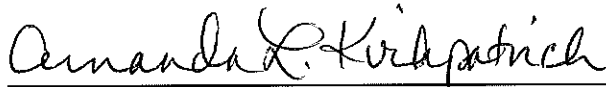
BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor Gretchen Whitmer, the Speaker of the Michigan House of Representatives, Senate Majority Leader Mike Shirkey, Representative Julie Alexander, Representative Sarah Lightner, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan



James E. Shotwell, Jr., Chairperson
Jackson County Board of Commissioners
August 23, 2022

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda L. Kirkpatrick, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on August 23, 2022 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976; and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Amanda L. Kirkpatrick, County Clerk/Register of Deeds

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

MEETING MINUTES



September 12, 2022, 6:00 P.M.

Board of Commissioners Meeting Location
304 E. Grand River Ave., Board Chambers, Howell, Michigan
Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC
<https://us02web.zoom.us/j/3997000062>

Members Present: Wes Nakagiri, Carol Griffith, Martin Smith, Jay Drick, Mitchell Zajac,
Jay Gross, Brenda Plank

Members Absent: Carol Sue Reader, Douglas Helzerman

1. CALL MEETING TO ORDER

The meeting was called to order by Chairman Wes Nakagiri at 6:00 p.m.

2. MOMENT OF SILENT REFLECTION

3. PLEDGE OF ALLEGIANCE TO THE FLAG

All rose for the Pledge of Allegiance to the Flag of the United States of America.

4. ROLL CALL

Roll call by the Clerk indicated the presence of a quorum.

5. CORRESPONDENCE

5.a Muskegon County

Resolution 2022-265 to urge the Adoption of Policies that will Lead to Energy Independence in the United States

5.b Muskegon County

Resolution 2022-266 Urging State Legislature to Amend the Michigan Auto Insurance Reform Act

5.c Van Buren County

Auto Insurance Reform Resolution

Motion to receive and place on file the Correspondence.

It was moved by C. Griffith
Seconded by B. Plank

Yes (7): W. Nakagiri, C. Griffith, M. Smith, J. Drick, M. Zajac, J. Gross, and B. Plank
Absent (2): C. Reader and D. Helzerman

MOTION Carried (7-0-2)

6. CALL TO THE PUBLIC

The following persons addressed the Board: Jason Ringuette, Brighton Township; Linda Bullard, Brighton Township; Mark Fosdick, Cohoctah Township; Chuck Wright, Handy Township; Randie Clawson, Howell; Pam Kummer, Hartland; Colleen Quinn, Genoa Township; Janine Iyer, Genoa Township; John Conely, Green Oak Township (provided handout); Lori Cowan, Unadilla Township; Leo Hanifin, Brighton Township; Bill Grubb, Conway Township; Caitlyn Perry Dial, City of Brighton; Cherie LaRou, Green Oak Township; Alisa Davis, City of Brighton; and Anne Elise Paterson, Genoa Township.

7. APPROVAL OF MINUTES

7.a Minutes of Work Session dated: August 29, 2022

7.b Minutes of Meeting dated: August 22, 2022

7.c Minutes of Closed Session dated: August 22, 2022

Motion to receive and place on file the Correspondence.

It was moved by C. Griffith

Seconded by M. Zajac

Yes (7): W. Nakagiri, C. Griffith, M. Smith, J. Drick, M. Zajac, J. Gross, and B. Plank;

No (0): None; Absent (2): C. Reader and D. Helzerman

MOTION Carried (7-0-2)

8. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

9. APPROVAL OF AGENDA

Motion to amend the agenda to remove the presentation by Anna Pennala under Reports.

It was moved by B. Plank

Seconded by M. Smith

Discussion.

Roll Call Vote: Yes (4): C. Griffith, M. Smith, J. Gross, and B. Plank; No (3): W. Nakagiri, J. Drick, and M. Zajac; Absent (2): C. Reader, and D. Helzerman

MOTION to AMEND Carried (4-3-2)

Motion to approve the agenda as amended.

It was moved by M. Smith

Seconded by B. Plank

Yes (6): C. Griffith, M. Smith, J. Drick, M. Zajac, J. Gross, and B. Plank; No (1): W. Nakagiri; Absent (2): C. Reader and D. Helzerman

MOTION Carried (6-1-2)

Chairman Nakagiri recessed the meeting at 6:56 p.m.

Meeting reconvened at 7:03 p.m.

10. REPORTS

10.a Commissioner Nakagiri

Presentation by Anna Pennala

Commissioner Gross thanked Commissioner Helzerman for his service in Vietnam and updated the Board on the grand opening of the Veterans Services office.

Commissioner Smith discussed the City of Brighton ballot proposal.

Commissioner Nakagiri discussed moving to a consent agenda for future meetings, provided an update on a mask mandate by Metroparks and commented on attendance at the grand opening of new Veterans Service office.

11. RESOLUTIONS FOR CONSIDERATION

Resolutions 2022-09-131 through 2022-09-143

11.a 2022-09-131

Resolution Amending Resolution #2022-08-112 Authorizing a Contract with Sparrow Hospital, Department of Pathology to Provide Medical Examiner Forensic Pathology Services and a Supplemental Appropriation

Motion to adopt the Resolution.

It was moved by J. Gross

Seconded by B. Plank

Discussion.

Roll Call Vote: Yes (6): J. Gross, W. Nakagiri, C. Griffith, M. Smith, M. Zajac, and B. Plank; No (1): J. Drick; Absent (2): C. Reader and D. Helzerman

MOTION Carried (6-1-2)

11.b 2022-09-132

Resolution Authorizing an Amendment to the 2022 Airport Operating Budget Due to the Increased Cost of Fuel - Airport

Motion to adopt the Resolution.

It was moved by M. Smith

Seconded by J. Drick

Roll Call Vote: Yes (7): M. Smith, W. Nakagiri, C. Griffith, J. Drick, M. Zajac, J. Gross, and B. Plank; No (0): None; Absent (2): C. Reader and D. Helzerman

MOTION Carried (7-0-2)

11.c 2022-09-133

Resolution Authorizing Granting an Easement to DTE

Motion to adopt the Resolution.

It was moved by J. Gross

Seconded by C. Griffith

Yes (7): W. Nakagiri, C. Griffith, M. Smith, J. Drick, M. Zajac, J. Gross, and B. Plank

No (0): None; Absent (2): C. Reader and D. Helzerman

MOTION Carried (7-0-2)

11.d 2022-09-134

Resolution Authorizing the Reorganization of a Veteran Benefits Counselor Position – Veteran Services

Motion to adopt the Resolution.

It was moved by M. Zajac

Seconded by J. Gross

Yes (7): W. Nakagiri, C. Griffith, M. Smith, J. Drick, M. Zajac, J. Gross, and B. Plank;

No (0): None; Absent (2): C. Reader and D. Helzerman

MOTION Carried (7-0-2)

11.e 2022-09-135

Resolution Authorizing an Agreement with Merit Networks of Ann Arbor, Michigan and Triple R Consulting of South Lyon, Michigan to Perform Fiber Optic Planning and Consulting Services – Information Technology

Motion to adopt the Resolution.

It was moved by M. Zajac
Seconded by B. Plank
Discussion.

Motion to amend resolution to include full scope.

It was moved by M. Zajac
Seconded by B. Plank
Discussion.

Yes (7): M. Zajac, W. Nakagiri, C. Griffith, M. Smith, J. Drick, J. Gross, and B. Plank; No (0): None; Absent (2): C. Reader and D. Helzerman

MOTION to AMEND Carried (7-0-2)

Motion to adopt the amended resolution.

It was moved by M. Zajac
Seconded by B. Plank

Roll Call Vote: Yes (7): W. Nakagiri, C. Griffith, M. Smith, J. Drick, M. Zajac, J. Gross, and B. Plank; No (0): None; Absent (2): C. Reader and D. Helzerman

MOTION Carried (7-0-2)

11.f 2022-09-136

Resolution Authorizing a Listing Agreement for the Sale of Two County-Owned Parcels of Land on E. Grand River Avenue - Administration

Motion to adopt the Resolution.

It was moved by B. Plank
Seconded by C. Griffith
Discussion.

Motion to table to next board meeting, September 26, 2022.

It was moved by M. Smith
Seconded by J. Gross

Yes (7): W. Nakagiri, C. Griffith, M. Smith, J. Drick, M. Zajac, J. Gross, and B. Plank;
No (0): None; Absent (2): C. Reader and D. Helzerman

MOTION to TABLE Carried (7-0-2)

11.g 2022-09-137

Resolution Authorizing the Reallocation of Funding for the County Clerk APEX Vital Records Document Management Software Systems Project to ARPA – County Administration / Fiscal Services

Motion to adopt the Resolution.

It was moved by M. Zajac
Seconded by B. Plank
Discussion.

Roll Call Vote: Yes (6): M. Zajac, W. Nakagiri, C. Griffith, M. Smith, J. Drick, and B. Plank
No (1): J. Gross; Absent (2): C. Reader and D. Helzerman

MOTION Carried (6-1-2)

11.h 2022-09-138

Resolution Authorizing the Reallocation of Funding from Information Technology to ARPA for Access Interactive Backup, Storage, Logging Systems and Three Years Support and Maintenance - County Administration / Fiscal Services

Motion to adopt the Resolution.

It was moved by M. Zajac
Seconded by B. Plank

Roll Call Vote: Yes (7): M. Zajac, W. Nakagiri, C. Griffith, M. Smith, J. Drick, J. Gross, and B. Plank; No (0): None; Absent (2): C. Reader and D. Helzerman

MOTION Carried (7-0-2)

11.i 2022-09-139

Resolution Amending Resolution 2022-07-099 Authorizing FY 2023 Vehicle Replacements Leased through the County's Partnership with Enterprise Fleet Management – Car Pool

Motion to adopt the Resolution.

It was moved by M. Smith
Seconded by M. Zajac

Yes (7): W. Nakagiri, C. Griffith, M. Smith, J. Drick, M. Zajac, J. Gross, and B. Plank;
No (0): None; Absent (2): C. Reader and D. Helzerman

MOTION Carried (7-0-2)

11.j 2022-09-140

Resolution Authorizing an Increase in Total Authorized Vehicles for the Sheriff's Office Field Services Division for Additional Deputies – Car Pool

Motion to adopt the Resolution.

It was moved by B. Plank
Seconded by M. Smith

Yes (7): W. Nakagiri, C. Griffith, M. Smith, J. Drick, M. Zajac, J. Gross, and B. Plank;
No (0): None; Absent (2): C. Reader and D. Helzerman

MOTION Carried (7-0-2)

11.k 2022-09-141

Resolution to Accept Funding from Trinity Health, Ascension Providence, and Michigan Medicine to Support the Healthcare Transportation Collaborative Service – L.E.T.S.

Motion to adopt the Resolution.

It was moved by C. Griffith
Seconded by J. Gross

Yes (7): W. Nakagiri, C. Griffith, M. Smith, J. Drick, M. Zajac, J. Gross, and B. Plank;
No (0): None; Absent (2): C. Reader and D. Helzerman

MOTION Carried (7-0-2)

11.l 2022-09-142

Resolution Authorizing Sub-Recipient Agreement for Transportation Services between Livingston County (LETS) and People's Express of Whitmore Lake for FY 2023 – L.E.T.S.

Motion to adopt the Resolution.

It was moved by C. Griffith
Seconded by B. Plank

Yes (7): W. Nakagiri, C. Griffith, M. Smith, J. Drick, M. Zajac, J. Gross, and B. Plank;
No (0): None; Absent (2): C. Reader and D. Helzerman

MOTION Carried (7-0-2)

11.m 2022-09-143

Resolution Amending Resolution 2021-03-033 Authorizing Revised Capital Expenditure for the Purchase of Six Replacement Buses – L.E.T.S.

Motion to adopt the Resolution.

It was moved by M. Smith
Seconded by M. Zajac

Roll Call Vote: Yes (7): W. Nakagiri, C. Griffith, M. Smith, J. Drick, M. Zajac, J. Gross, and B. Plank; No (0): None; Absent (2): C. Reader and D. Helzerman

MOTION Carried (7-0-2)

12. ACCOUNTS PAYABLE REPORTS

12.a Claims dated: September 12, 2022

12.b Payables dated: August 13 through September 2, 2022

Motion to approve the Claims Report and Payables.

It was moved by C. Griffith
Seconded by J. Gross

Yes (7): W. Nakagiri, C. Griffith, M. Smith, J. Drick, M. Zajac, J. Gross, and B. Plank
No (0); Absent (2): C. Reader and D. Helzerman

MOTION Carried (7-0-2)

13. CALL TO THE PUBLIC

The following persons addressed the Board: Commissioner Zajac; Lisa Rozmarniewicz, Hamburg Township; Craig Drelles, Tyrone Township; Elizabeth Bonner, Oceola Township; Stephanie Johnson, Hamburg Township; Jessica Barefield, Putnam Township; Jennifer Smith, Genoa Township; Danyelle Anjo, Handy Township; Madelyn Thomas, Brighton Township, Mary Beth Portrykus, Brighton Township; Alena Anderson, Oceola Township; Colleen Quinn, Genoa Township; Tim Quinn, Genoa Township; Pamela Beach, Howell City, Mark Fosdick, Cohoctah Township; Anna Pennala, Brighton Township; Connie Robinson, Hartland Township; Leo Hanifin, Brighton Township; Janine Iyer, Genoa Township and Commissioner Nakagiri.

14. ADJOURNMENT

Motion to adjourn the meeting at 8:14 p.m.

It was moved by M. Zajac

Seconded by B. Plank

Yes (7): W. Nakagiri, C. Griffith, M. Smith, J. Drick, M. Zajac, J. Gross, and B. Plank;

No (0): None; Absent (2): C. Reader and D. Helzerman

MOTION Carried (7-0-2)

Elizabeth Hundley Livingston County Clerk

LIVINGSTON COUNTY BOARD OF COMMISSIONERS
WORK SESSION
MEETING MINUTES



September 14, 2022, 9:00 a.m.
Livingston County Administration Building
304 E. Grand River, Board Chambers, Howell MI 48843

Members Present: Wes Nakagiri, Carol Griffith, Martin Smith, Carol Sue Reader, Douglas Helzerman, Jay Drick, Mitchell Zajac, Jay Gross, Brenda Plank

1. CALL MEETING TO ORDER

The meeting was called to order by Chairman Wes Nakagiri at 9:02 a.m.

2. ROLL CALL

Roll call by the recording secretary indicated the presence of a quorum.

3. CALL TO THE PUBLIC

The following persons addressed the Board of Commissioners: Branda Plank, County Commissioner, District 9; Mitchell Zajac, County Commissioner, District 6, and Martin Smith, County Commissioner, District 1.

4. APPROVAL OF AGENDA

Motion to approve the agenda as presented.

It was moved by C. Griffith
Seconded by M. Zajac

Yes (7): C. Griffith, M. Smith, C. Reader, J. Drick, M. Zajac, J. Gross, and B. Plank

Absent (1): D. Helzerman

MOTION Carried (7 to 0)

5. DISCUSSION

Departmental Annual Reports & Budget Presentations

Nathan Burd, County Administrator, provided an introduction to the discussion and presentations: 13 departments are scheduled each having 30 minutes to present their annual reports and budget requests.

- Sheriff Murphy presented the Sheriff's Office Annual Report reviewing activities of field services, special services unit, jail services, and staffing. The budget presentation including 2023 programs, revenue projections, budget drivers. Also reviewed the budget requests for Animal control, Court Security, and the Jail.
- Nathan Burd, County Administrator, presented a report reviewing staff of the department. Began the budget presentation with 2023 programs with an update on Community Outreach efforts. The presentation continued with 2023 budget overview, budget drivers, spending trends,

- Nathan Burd, County Administrator, presented the 2023 budget request for the Board of Commissioners Office, explaining a major budget driver is membership dues, SEMCOG is based on taxable value, it is capped, will be getting more detail on those calculations. Voting based tied to revenue share or tied to something else? Discussed statutory requirements to be members of these collaborative organizations.
- Nathan Burd, County Administrator, presented the budget request for MSU-E, noted that Mary Bohling is the Director. The presentation includes programs, drivers, and spending trends.
- Jennifer Nash, County Treasurer, presented the annual report for the Treasurer's Office reviewing activities and data from the past year. The budget presentation included the 2023 budget overview, programs, budget drivers, and spending trends.
- Jennifer Palmbo introduced Kristen Denniston, Deputy Director of Human Resources, both presented the annual report of the department, reviewing survey results, staffing statistics, and accomplishments. Began the budget presentation with the 2023 budget overview followed by the budget drivers and spending trends.

Chairman Nakagiri recessed the Work Session for 5 minutes at 10:55 am.

The Work Session reconvened at 11:00 a.m.

- Greg Kellogg, LETS Department Director, presented the annual report of the services provided and activity statistics from the past year. The annual report followed was followed by the budget presentation including 2023 programs, budget overview, budget drivers, and spending trends.
- Sue Bostwick, Equalization Department Director, presented the annual report of the Equalization Department. The annual report was followed by the budget presentation including 2023 programs, budget overview, budget drivers, and spending trends.
- Scott Barb, Principal Planner, began the annual report of the Planning Department, Rob Stanford, Principal Planner, and Kathleen Kline-Hudson, Planning Department Director, completed presenting the annual report reviewing the top 10 functions of the department. Scott Barb presented the budget request for the department including the 2023 budget overview, department programs, budget drivers, and spending trends.

Chairman Nakagiri recessed the Work Session for 30 minutes at 12:33 p.m.

The Work Session reconvened at 1:10 p.m.

Commissioner Helzerman joined the meeting at 1:10 p.m.

- Kris Tobbe, CIO, presented the annual report of the IT Department reviewing accomplishments of the team, mission statement, department programs and responsibilities, completed projects and projects nearing completion. The budget presentation began with department programs, 2023 projected revenue, budget overview, budget drivers, spending trends, and completed with upcoming projects.
- Brian Jonckheere, Drain Commissioner, began the annual report reviewing the roles of the Drain Commissioner's Office. The budget presentation began with Drain Commissioner programs, 2023 projected revenues, budget overview, spending trends, and capital improvement projects. Brian presented the DPW budget request including the overview and spending trends; Septage Receiving revenue projections, budget overview, and budget drivers. Brian presented the Landfill budget overview for operating expenses, budget overview, and spending trends.
- Ramon Baca, Veteran Services Department Director, began reviewing the annual report reviewing the Veteran Services Committee members, department staff, office statistics of prior year, and accomplishments. The budget presentation included revenue projections, budget overview, budget drivers and spending trends.

Commissioner Zajac exited at 3:35 p.m.

Carol Griffith and Doug Helzerman exited at 3:36 p.m.

- Mark Johnson, Airport Manager, attended on Zoom to present the annual report of the Spencer J. Hardy Airport beginning with the Mission Statement, staff, airport business, land leases, T-hangar occupancy, and fuel sales.

Carol Griffith returned at 2:40 p.m.

Doug Helzerman returned at 2:41 p.m.

- Mark Johnson presented the budget request for the Airport beginning with department programs, projected revenue, budget overview, budget drivers and spending trends.
- David Feldpausch, EMS/ME Department Director, provided a handout of the report, reviewing call volume history by year beginning in 2000, a ten year look back for runs completed, transport destination, call volume for 2021, BLS vs ALS break out, staffing, four-year billing data, collected revenues, specialty teams, education, and future plans. The budget presentation began with the 2023 budget overview, revenues, budget drivers and spending trends.
- David Feldpausch presented the ME Department budget request, revenue projections, budget overview, budget drivers, and spending trends.
- Cindy Arbanas, Finance Officer, presented the Annual Report, team, function of department, budgeting responsibilities and achievements, roles, and statistics of the department.

6. CALL TO THE PUBLIC

None.

7. ADJOURNMENT

Motion to adjourn the Work Session at 4:12 p.m.

It was moved by C. Griffith
Seconded by J. Gross

Natalie Hunt, Recording Secretary

RESOLUTION

NO: 2022-09-136

LIVINGSTON COUNTY

DATE: September 12, 2022

**Resolution Authorizing a Listing Agreement for the Sale of Two County-Owned
Parcels of Land on E. Grand River Avenue - Administration**

WHEREAS Resolution 2015-03-075 authorized a contract for broker services with realtor Scott Bohlen;
and

WHEREAS the County owns two parcels of land on E. Grand River Avenue in front of the East
Complex with tax ID numbers 11-06-100-040 and 11-06-100-032; and

WHEREAS, the County has no current or future plans for this land and wishes to place these lots for
sale.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby
authorizes the County Administrator to sign the attached listing agreement, which has been
approved as to form by legal counsel, and formerly make these lots available for sale.

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MOVED:
SECONDED:
CARRIED:

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

(1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:

- (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
- (b) The performance of the terms of the service provision agreement.
- (c) Loyalty to the interest of the client.
- (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
- (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
- (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
- (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

- (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
- (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
- (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- ☒ Seller's agent
- ☐ Seller's agent – limited service agreement
- ☐ Buyer's agent
- ☐ Buyer's agent – limited service agreement
- ☐ Dual agent
- ☐ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☒ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Licensee Listing Agent Scott Bohlen

Date _____

Licensee _____

Date _____

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned _____ DOES ☒ DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as _____ SELLER _____ BUYER.

Potential Buyer/Seller (circle one) ☒ Nathan Burd - Livingston County Administrator

Date _____

Potential Buyer/Seller (circle one) _____

Date _____

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA 3/28/2022

Disclaimer This form is provided as a service of Michigan Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Michigan Realtors® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

EXCLUSIVE LISTING AGREEMENT



Contract Date _____ through Expiration on _____ at 11:59PM (listing period)

Brokerage Firm: Preview Properties.com, 130 W. Grand River, Brighton, MI 48116

Agent Scott Bohlen

Email scott@scottbohlen.com Phone Number (810) 220-0000

SELLER

Name Nathan Burd - Livingston County Administrator Name _____

Email nburd@livgov.com Email _____

Phone Number (517) 540-8800 Phone Number _____

PROPERTY

☐ Residential ☐ Condominium ☐ Multi-family ☐ Commercial/Industrial ☒ Vacant Land ☐ Other _____

Located in the ☐ Village ☒ Township ☐ City of GENOA

County of Livingston, Michigan Street Address _____

Legal Description _____

Tax ID Number(s) 11-06-100-040/11-06-100-032

☐ Survey Provided

Year Built N/A

(check one below)

☐ Seller represents and warrants this Property was **built in 1978 or later** and therefore the federally mandated lead-based paint disclosure regulations **do not apply** to this Property.

or

☐ Seller represents and warrants this Property was **built before 1978** and therefore the federally mandated lead-based paint disclosure regulations do apply to this Property.

This Property is being sold together with all fixtures and appurtenances in or on the premises (unless specifically excluded herein) including, if any, lighting fixtures, shades, blinds, drapery/curtain and drapery/curtain hardware and rods, attached mirrors and all bathroom mirrors, attached generators, attached humidifier, ventilating fixtures, screens, stormdoors and windows, garage door openers and transmitters, water softener (rental units excepted) and water treatment systems, built in appliances, heating unit including wood stove and fireplace gas logs, mail box, awnings, all TV antennae, landscaping, flagpole, all hardwired audio/security systems and related equipment, central vacuum and attachments, as well as the following personal property for which a bill of sale shall be given.

Included _____

Excluded _____

UNPLATTED LAND If this is an unplatted parcel, Seller agrees to grant to the buyer the right to make _____ division(s) under the Land Division Act. Insert "All", "zero" or a specific number, as appropriate in the space designated above. The Land Division Act on March 31, 1997, created parent parcels from which future land divisions may be permitted. Contiguous parcels owned by Seller as of March 31, 1997, may be considered part of the parent parcel and therefore affect the total divisions available to be conveyed; a transfer of "all" divisions may be taken to include a transfer of divisions from contiguous parcels.

If the Property is a new division: Seller represents that this division has been approved by the local municipality
☐ YES ☐ NO

EXCLUSIVE RIGHT TO SELL Seller gives Brokerage Firm the exclusive right to offer for sale and to sell the Property for the listing period stated above. In consideration for exclusive sale rights during this term, Brokerage Firm agrees to use reasonable efforts to sell the Property, to present the Property to other REALTOR® companies through a Multiple Listing Service (MLS), and to engage in marketing efforts to expose the Property.

PRICE/TERMS Seller agrees to sell the Property for the sum of \$ See addendum to be paid in cash, terms specified in the MLS input form, or on such other terms and conditions the Seller may accept.

COMPENSATION If during the term of this Agreement, anyone produces a buyer ready, willing, and able to purchase the Property at the listed price and terms or for any other price, terms, or exchange to which Seller consents in writing, Seller agrees to pay Brokerage Firm fee a commission equal to 8% of the sale price. In the event of a trade or exchange, Brokerage Firm is authorized to receive compensation from both parties to the transaction.

PROTECTION PERIOD If within 365 days after the expiration of this Agreement, Seller sells, trades, or exchanges the Property to anyone introduced to the Property during the term of this Agreement, the stated compensation will be paid by Seller to Brokerage Firm, unless at the time of the sale, the Property is listed with another brokerage firm.

PARTICIPATION IN MLS/PROPERTY EXCHANGE Seller authorizes Brokerage Firm to file and provide a copy of this Agreement with any MLS or any other medium selected by Brokerage Firm. Additionally, any changes to this Agreement and any post-closing information, including the sales price, may be provided.

COOPERATION Brokerage Firm is authorized to:

YES NO

- ☒ ☐ A. Offer a portion of the total commission due as compensation for producing the buyer while acting as a **sub-agent**. Said offer of compensation shall be 4% of the sale price or \$ _____.
- ☒ ☐ B. Offer a portion of the total commission due as compensation for producing the buyer while acting as a **buyer's agent**. Said offer of compensation shall be 4% of the sale price or \$ _____.
- ☒ ☐ C. Offer a portion of the total commission due as compensation for producing the buyer while acting as a **transaction coordinator**. Said offer of compensation shall be 4% of the sale price or \$ _____.

TITLE Seller represents the title to the Property to be good and marketable and Seller will execute and deliver a Warranty Deed, Land Contract, or other instruments of assignment or conveyance as shall be required. By agreement on a subsequent purchase agreement, Seller will provide at Seller's cost, an owner's title insurance policy in the amount of the purchase price.

OWNERSHIP Seller represents title to the Property is held as: ☐ Individual(s) ☐ Trust ☒ Other Seller represents all parties in title are a signatory to this Agreement.

POSSESSION The Property is: ☐ Owner Occupied ☐ Tenant Occupied ☒ Vacant

Unless otherwise specified in this paragraph, Seller shall deliver possession of the Property to the buyer at closing subject to the rights of tenants, if any. If Seller requires possession of the Property after closing, Seller agrees to deliver possession no later than ____ days after closing and pay a daily rate in an amount to be determined.

SHOWINGS/SIGNS Brokerage Firm may photograph the Property and publish pictures, advertise the availability of the Property through any medium, place a "for sale" sign on the Property and remove other "for sale" signs, and show the Property at reasonable hours. Seller acknowledges that the use of certain advertising will result in the contents of the Property being made known to third parties and consents to such advertising. Brokerage Firm is not responsible for the security of the Property. Seller shall not disclose confidences to any other real estate licensee that Seller would not disclose to a potential buyer.

Seller ☐ Does ☐ Does NOT: authorize showings where a real estate licensee is not physically present during the showing.

LOCKBOX ACCESS Seller authorizes a lockbox to be placed on the Property in order to permit access to real estate licensees. Seller will also permit access to service providers in conjunction with a proposed sale of the Property.

INSURANCE Seller agrees to keep general liability and casualty insurance coverage on the Property at all times during this Agreement.

REFERRAL Seller agrees to refer to Brokerage Firm all inquiries received concerning the Property during the period of this Agreement.

ADDITIONAL OFFERS Once Seller and a buyer enter into a binding purchase agreement, Brokerage Firm shall not be obligated to present to Seller additional offers unless Seller and Brokerage Firm otherwise agree in writing.

CITIZENSHIP Seller is a United States citizen. ☒ Yes ☐ No (If no, Seller may be subject to tax withholding laws).

NON-DISCRIMINATION It is agreed by Brokerage Firm and Seller, parties to this Agreement, that as required by law, both parties shall adhere to all Federal, State, and local laws, ordinances, rules, and regulations prohibiting discrimination in regard to employees and applicants for employment which include, but is not limited to, the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC § 12101 et seq.), as amended, and regulations promulgated thereunder.

Brokerage Firm and the Seller, as required by law, shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

Brokerage Firm and the Seller shall post notices containing the nondiscrimination requirements set forth above in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of Brokerage Firm or Seller shall state that all qualified applicants shall receive consideration for employment without regard to race, color, sex, national origin, disability that is unrelated to the individual ability to perform the duties of a particular job or position, age, height, weight, marital status and religion.

AGENCY Seller acknowledges the Brokerage Firm has explained to Seller the Brokerage Firm's policy on agency, disclosed to Seller the different types of real estate agency relationships, and that the Brokerage Firm will be the agent for Seller. In the event any licensee of the Brokerage Firm procures a buyer who has contracted with the Brokerage Firm as buyer's agent, Brokerage Firm shall act as a consensual dual agent for both the Seller and the buyer (unless this is a designated agency relationship pursuant to an attached addendum). Seller understands and agrees that in the event of a consensual dual agency, the following provisions shall govern the actions of Brokerage Firm and all licensees within Brokerage Firm:

- (1) Brokerage Firm will be working equally for both parties (Seller and buyer) and will provide services to complete the transaction without the full range of fiduciary duties (e.g., loyalty, confidentiality, and disclosure).
- (2) Brokerage Firm will act as an intermediary rather than as an active negotiator for either Seller or buyer.
- (3) Brokerage Firm will assist both Seller and buyer in undertaking all steps necessary to carry out a purchase agreement, such as but not limited to execution of documents, obtaining financing, and obtaining inspections.
- (4) Brokerage Firm will not disclose any information to Seller and buyer regarding either parties' motivation or terms of offer/acceptance, other than those authorized by the parties.
- (5) Brokerage Firm will provide a written, consensual dual agency agreement to be executed by Seller and buyer prior to the parties entering into a written purchase agreement.

Seller authorizes Brokerage Firm to show potential buyers properties other than the Seller's Property and provide buyers with information on selling prices in the area. In all cases, Brokerage Firm shall be entitled to the total compensation provided herein. Brokerage Firm will preserve any confidential information obtained during another agency relationship or in a prior or pending transaction or business relationship. Seller acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed by Brokerage Firm to Seller.

SELLER DISCLOSURE Seller agrees to provide the buyer a "Seller's Disclosure Statement" prior to accepting a purchase agreement from the buyer, unless disclosure is exempt under Michigan law. If any change or discovery renders a representation made by Seller in the Seller's Disclosure Statement, or any other representation made by Seller, potentially inaccurate or misleading, Seller agrees to modify the Seller's Disclosure Statement or otherwise modify the representation so as to make it accurate and not misleading.

REPRESENTATIONS Seller acknowledges that Brokerage Firm is relying on oral and written representations from Seller to perform Brokerage Firm's obligations under this Agreement including, but not limited to, marketing of the Property, providing documents, and communications with potential buyers, third parties, and the MLS. Seller warrants to Brokerage Firm that any representations Seller makes to Brokerage Firm or any other party are true and accurate. Seller agrees to notify Brokerage Firm of any material changes to the Property or representations made by Seller to Brokerage Firm which may affect the marketability of the Property.

INDEMNIFICATION

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by Brokerage Firm in the performance of this Agreement shall be the responsibility of Brokerage Firm, and not the responsibility of the Seller, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of Brokerage Firm, any subcontractor, anyone directly or indirectly employed by Brokerage Firm.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Seller in the performance of this Agreement shall be the responsibility of the Seller and not the responsibility of Brokerage Firm if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any of the Seller's employees or agents, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Seller or its employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Seller and Brokerage Firm in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Seller and Brokerage Firm in relation to each party's responsibilities under these joint activities provided

that nothing herein shall be construed as a waiver of any governmental immunity by the Seller or its employees, respectively, as provided by statute or court decisions.

RELEASE Seller acknowledges and understands that Brokerage Firm, its agents, employees, and representatives are not acting as appraisers, builders, accountants, engineers, environmentalists, inspectors, surveyors, tax advisors, or attorneys in the context of this Agreement or any future purchase agreement. Seller has been specifically advised to seek professional input or advice in these areas from those professionals as may be advisable and prudent.

DEFAULT In the event Seller defaults on any obligation stated in this Agreement, Brokerage Firm shall have the right to terminate this Agreement and may pursue any and all rights and remedies available to Brokerage Firm in law and in equity, including any damages and attorney's fees incurred by Brokerage Firm as a result of Seller's default. If a sale is not consummated because of Seller's refusal to perform, Seller shall be in default of this Agreement and the full commission shall be due and payable upon such refusal. If a sale is not consummated because of the buyer's failure to perform and the buyer's deposit is forfeited, Seller agrees that one-half of such deposit (but not in excess of the amount of the full commission) shall be retained by the Brokerage Firm. Seller grants to Brokerage Firm a lien upon the Property to secure the payment of any commission and other amounts due under this Agreement. Brokerage Firm has the right to file a notice of lien with the register of deeds for the county in which the Property is located, and a copy of any notice filed shall be provided to Seller. Seller also grants to Brokerage Firm a lien or other security interest in any proceeds of the sale of the Property equal to any commission or other amount due under this Agreement.

LIMITATION Seller and Brokerage Firm agree that any and all claims or lawsuits between the parties relating to this Agreement must be filed no more than six (6) months after the end of this Agreement. The parties waive any statute of limitations to the contrary.

INSURANCE Brokerage Firm shall not commence work under this Agreement until it has obtained the insurance required under this section, and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Seller. The requirements below should not be interpreted to limit the liability of Brokerage Firm. All deductibles and SIR's are the responsibility of Brokerage Firm. Brokerage Firm shall procure and maintain the following insurance coverage:

- A. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included;
- B. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- C. **Automobile Liability Insurance** including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. **Professional Liability Insurance** in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of this Agreement.
- E. **Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds***: Livingston County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Seller as additional insured, coverage afforded is considered to be primary and any other insurance the Seller may have in effect shall be considered secondary and/or excess.

- F. **Cancellation Notice**: All policies, as described above, shall include an endorsement stating that it is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Livingston County, ATTN: Purchasing 304 E. Grand River Ave., Suite 204 Howell, MI 48843.
- G. **Proof of Insurance Coverage**: Brokerage Firm shall provide the Seller, at the time that the Agreement copies are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

If any of the above coverage(s) expire during the term of this Agreement, Brokerage Firm shall deliver renewal certificates and endorsements to the Seller at least ten (10) days prior to the expiration date.

The required Certificate of Liability Insurance and endorsements must be submitted to the Purchasing Office when this Agreement has been fully executed. The Insurance Certificate and endorsements may be faxed or emailed to **517.546.7266** or sfreni@livgov.com.

IRAN LINKED BUSINESS Brokerage Firm has certified to the Seller that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of Brokerage Firm, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that Brokerage Firm shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000 OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

COMPLIANCE WITH THE LAW In performing the services to be conducted under this Agreement, Brokerage Firm shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations including, but not limited to, all applicable OSHA/MIOSHA requirements, the Americans with Disabilities Act, Federal and/or State licensing, and/or certification requirements for services provided under this Agreement.

APPLICABLE LAW AND VENUE This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. The Seller and Brokerage Firm agree that the venue for the bringing of any legal or equitable actions arising out of this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

INDEPENDENT CONTRACTOR It is expressly understood and agreed that Brokerage Firm is an independent contractor. The employees, servants, agents, and assigns of Brokerage Firm shall in no way be deemed to be and shall not hold themselves out as employees, servants, or agents of the Seller and shall not be entitled to any fringe benefits of the Seller, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity.

Brokerage Firm shall be responsible for paying all salaries, wages, and other compensation which may be due its employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State, and local governments. To the extent permitted by law, Brokerage Firm retains all rights as an employer to hire, promote, demote, transfer, or terminate any of its employees. If Brokerage Firm transfers or terminates any of the employees assigned to perform the services required by this Agreement, the Brokerage Firm shall replace that employee with another qualified employee.

WAIVERS No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude

In no event shall the making by the Seller of any payment due to the Brokerage Firm constitute or be construed as a waiver by the Seller of any breach of a provision of this Agreement, or any default which may then exist, on the part of Brokerage Firm, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Seller in respect to such breach or default.

AMENDMENTS Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

ASSIGNMENT Brokerage Firm shall not assign its duties and/or obligations or right to receive payments under this Agreement without the prior written consent of the Seller. In no case, however, shall such approval relieve Brokerage Firm from its obligations, or alter the terms under this Agreement.

SECTION TITLES The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

ELECTRONIC SIGNATURES/COMMUNICATIONS The parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered by electronic mail or by fax via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party. Seller represents and warrants an electronic email address has been provided to Brokerage Firm from which Seller may send and receive email.

STIPULATION FOR ELECTRONIC STORAGE OF INSTRUMENTS AND DOCUMENTS The undersigned Seller hereby stipulates and acknowledges that all documents relating to this Agreement and all records and correspondence relating thereto, whether now existing or created hereafter, may be stored as electronic images and the originals of the electronically stored documents may be destroyed. The electronic images shall be deemed to serve as the original documents thereafter.

CONSENT TO FEES Seller agrees to pay all sales expenses and to permit those expenses to be deducted from Seller's proceeds at closing. Seller agrees to pay Brokerage Firm a fee of \$395 for compliance, administration, and additional services rendered to Seller in connection with the sale of the Property. Seller acknowledges Brokerage Firm may be offered placement fees, finders fees, or other consideration from third party service providers who may become involved in the sale of the Property. Seller grants Brokerage Firm permission to receive such fees or consideration.

MERGER This Agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into the Agreement.

HEIRS This Agreement shall be binding on the heirs, personal representatives, administrators, executors, assigns and successors of Seller.

INVALID/UNENFORCEABLE PROVISIONS If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

COUNTERPARTS This Agreement may be signed in any number of counterparts.

CANCELLATION This Agreement can be terminated only by mutual consent in writing.

OTHER

RECEIPT Seller has read this Agreement and acknowledges receipt of an executed copy.

Accepted by:



Agent for Brokerage Firm

Date

Seller

Date

Seller

Date

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA 3/28/2022

AMENDMENT TO LISTING CONTRACT

This Amendment is attached to and made part of and amends a certain Listing Contract between

Preview Properties Inc., a Michigan Corporation d/b/a **preview properties.com** and

Nathan Burd - Livingston County Administrator (Seller) dated _____, 20____, covering
property at Tax ID #'s 11-06-100-040 + 11-06-100-032,
(Address)

The Listing Contract is hereby amended as follows:

List price to be as follows:

- 1) Both parcels combined \$400,000
- 2) Parcel ID # 11-06-100-040 — \$225,000 individually
- 3) Parcel ID # 11-06-100-032 — \$175,000 individually

All other provisions of the Listing Contract remain in full force and effect except as to those provisions which are specifically amended by this amendment.

SIGNATURES:

Seller's Signatures:

Seller

Seller

Date

Preview Properties.com

BY 
ITS _____ Broker

Date

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA 3/28/2022

Fraud Alert

IMPORTANT REMINDER TO OUR CLIENTS AND CUSTOMERS:

We all appreciate the convenience of transacting business via email, however it is very important to be diligent when doing so.

The following scenario is a true example:

Buyer receives closing documents and wiring instructions via email from her buyer's agent. Soon thereafter, the same closing documents and different wiring instructions are received from the same agent. The buyer wires funds in accordance with the second set of wiring instructions only to find that the second email was fraudulent and DID NOT come from the agent. Of course, by the time this is discovered, the money is long gone.

FOLLOWING ARE SOME IMPORTANT GUIDELINES:

1. Never transmit confidential information over **free** Wi-Fi.
2. It is very unusual for wiring instructions to be changed. Receiving an email changing wiring instruction should raise concern. Do not wire money until you have confirmed wiring instructions via telephone call initiated by you to a known number! Do not call any number shown on the email changing the wiring instructions.
3. Never trust contact information in unverified emails.
4. Review all emails carefully. A fake email can appear to be from someone you have been corresponding with regularly. Often these types of fake emails can be spotted on the basis of style, tone, grammar and/or awkward sentence structure. Trust your instincts. If a message looks suspicious, follow up with a phone call to a number known by you to be legitimate and check it out. It only takes a few minutes.
5. Beware of last minute instructions, particularly if those instructions contradict earlier instructions.

Client Signature: _____ Date: _____

Client Signature: _____ Date: _____

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA 3/28/2022

Hold Harmless Agreement

Preview Properties.com

Brokerage Firm

In consideration of the services to be provided by Brokerage Firm and its agents, employees, and representatives ("Agent"), the undersigned buyer or seller ("Client") hereby agrees to hold harmless Brokerage Firm and Agent from all loss, damage, liability, or expense which may be caused by the services to be provided or by acts or neglects of third parties including but not limited to property inspectors, appraisers, lenders, visitors, and independent contractors. Client shall further save, defend, indemnify and hold harmless Brokerage Firm and Agent from any and all losses, damages, liabilities, claims, causes of action, judgments, costs, expenses, and attorney fees incurred by or asserted against them as a result of the pursuit of the purchase or sale of property for Client. Client agrees that if Client takes any action against Brokerage Firm or Agent contrary to this agreement, Client shall reimburse Brokerage Firm and Agent for any attorney fees or costs of any kind or nature which may be incurred by them to enforce the provisions of this agreement.

Client acknowledges Brokerage Firm and Agent have made no guarantees or promises of a sale or purchase. It has been explained to Client that, in a changing real estate market, brokers and agents can make no warranties express or implied as to time of sale, sale price, or probability of sale of any property. Client acknowledges Brokerage Firm and Agent are not acting as appraisers, builders, accountants, engineers, environmentalists, inspectors, surveyors, tax advisors or attorneys in the context of the sale or purchase of property. Client has been specifically advised to seek professional input and advice in these areas from those professionals as may be advisable and prudent. Client acknowledges that Client has been given the opportunity to seek such professional input and advice, and Client has utilized that opportunity to the extent desired.

Any information Agent presents to Client is to assist Client in making an educated decision in the sale or purchase of property, and is for the convenience of the Client only. Client understands that Agent cannot provide information relating to invoices, bills, taxes, assessments, association dues, lis pendens, liens, or other payment demands which otherwise should be disclosed through a title commitment or which becomes known subsequent to closing.

By signing below, Client acknowledges Client has read and understands the terms of this agreement and the releases it contains, and Client signs the agreement voluntarily with no inducement or pressure by Brokerage Firm or Agent with an intent to be bound. No oral representations, statements or inducements, other than what has been set forth above in writing, have been made.

Client's Signature

Date

Nathan Burd - Livingston County Administrator

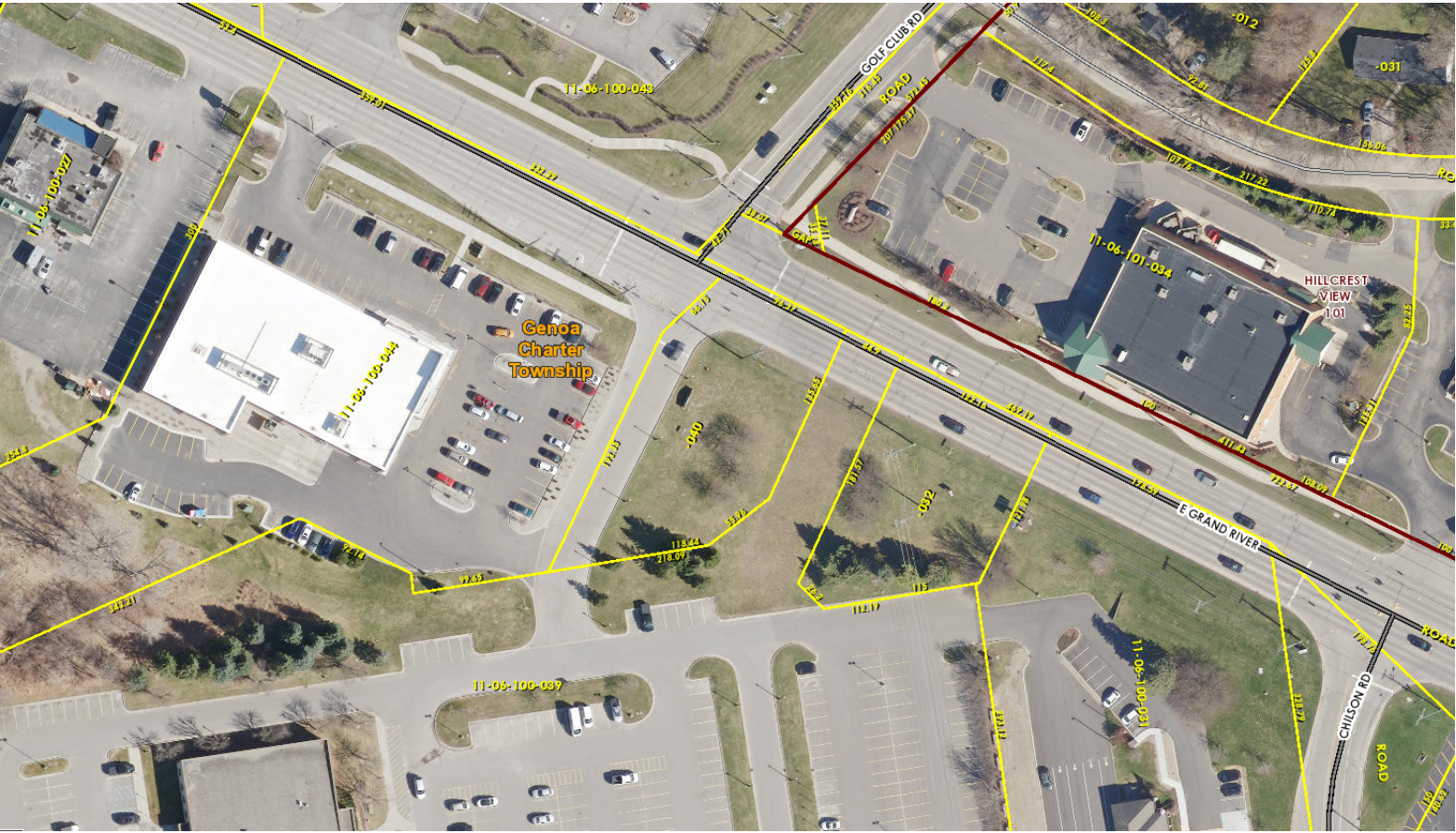
Print Client's Name

Client's Signature

Date

Print Client's Name

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: COURTNEY A. GABBARA 3/28/2022



RESOLUTION

NO: 2022-09-144

LIVINGSTON COUNTY

DATE: September 26, 2022

Resolution Approving Appointments to the Livingston County Planning Commission – Board of Commissioners

- WHEREAS,** the terms of representatives on the Livingston County Planning Commission have expired; and
- WHEREAS,** a notice of the upcoming term expirations published on the home page of the Livingston County website directed qualified and interested candidates to apply online beginning August 11, 2022, through August 25, 2022; and
- WHEREAS,** applications submitted were shared with the Livingston County Commissioners via email on August 26, 2022; and
- WHEREAS,** the current incumbents have been recommended for appointment by Commissioner Nakagiri, Chairman of the Livingston County Board of Commissioners:
- Bill Anderson, *commercial* (incumbent).....Term expires 10.31.2025
- Paul Funk, *residential areas* (incumbent)Term expires 10.31.2025
- WHEREAS,** the incumbents have previously satisfied all County background-check requirements and verifications.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the above referenced appointments and expiration dates.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: 2022-09-145

LIVINGSTON COUNTY

DATE: September 26, 2022

Resolution Authorizing Use of Rescue Plan Act Funds for the Howell City Drain – Drain Commissioner

WHEREAS, Livingston County has received funds resulting from the passage of the American Rescue Plan Act (ARPA) of 2021; and

WHEREAS, Livingston County has received funding requests from the Drain Commissioner for several projects; and

WHEREAS, due to the history of flooding at the American Red Cross Facility, which is served by the Howell City Drain, the Drain Commissioner has asked for expedited consideration of a request to fund improvements to the Howell City Drain which will help reduce the frequency and severity of flooding at the American Red Cross Facility.

THEREFORE, BE IT RESOLVED, that the Board of Commissioners authorize the disbursement of a sum not to exceed \$125,000 to fund improvements to the Howell City Drain.

BE IT FURTHER RESOLVED that the ARPA funds contributed pursuant to this resolution be applied to the County's assessment for benefits to public roads associated with the project.

BE IT FURTHER RESOLVED that the Treasurer is authorized to transfer up to \$125,000 from the ARPA fund to the Construction Fund to be established for the Howell City Drain.

BE IT FURTHER RESOLVED that any budget amendment necessary is authorized to effectuate the above.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: 2022-09-146

LIVINGSTON COUNTY

DATE: September 26, 2022

Resolution Authorizing an Agreement with Advanced Correctional Healthcare (ACH) for Inmate Medical Services - Jail

WHEREAS, the Sheriff's Office is required to provide healthcare to inmates, both on-site and off-site, that is necessary to maintain the health of the inmate population in which our current contract expires on December 31, 2022; and

WHEREAS, per the Purchasing Policy, a competitive bid process was performed (RFP) in which one (1) proposal was received and evaluated; and

WHEREAS, the review committee recommends an award to Advanced Correctional Healthcare (ACH) for an annual amount of \$1,452,294 (OPTION #2) and will be paid in monthly increments of \$121,024.50; and

WHEREAS, Community Mental Health notified the Livingston County Sheriff's Office on September 9, 2022 that as of December 31, 2022, they would no longer be providing mental health services to the County's inmates; and

WHEREAS, option #2 includes a MAT nurse position and 70 hours of a Qualified Mental Health Professional; and

WHEREAS, the contract term will be five (5) years and take effect on January 1, 2023, expiring on December 31, 2027.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into an agreement with Advanced Correctional Health Care for Inmate Medical Services for an annual amount of \$1,452,294 to be paid in monthly increments of \$121,024.50 for the period of January 1, 2023 through December 31, 2027.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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**MOVED:
SECONDED:
CARRIED:**



ADVANCED
Correctional Healthcare, Inc.



A Higher Standard. Delivered.



AMENDED PROPOSAL

RFP-LC-22-11 INMATE MEDICAL SERVICES

August 26, 2022

For:

Livingston County Sheriff's Office
150 S. Highland Way
Howell, MI 48843

Advanced Correctional Healthcare, Inc.

FEDERAL TAX ID # 36-4495255

720 Cool Springs Blvd Suite 100, Franklin, TN 37067

(P) 309.692.8100 | (F) 309.214.9977

contracts@advancedch.com

Jessica Young

President and Chief Executive Officer



(309) 550-8166



Jessica.Young@advancedch.com



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COVER LETTER

August 26, 2022

Livingston County Sheriff's Office
Attn: Cheryl Schubel
150 S. Highlander Way
Howell, MI 48843

Dear Sheriff Michael J. Murphy, Jail Administrator Lieutenant Tarnesia Pringle, Cheryl Schubel, Brad Fetner, and the Evaluation Panel of Livingston County:

Thank you for the opportunity of allowing ACH to submit an Amended Proposal regarding Inmate Medical Services Request for Proposal No. RFP-LC-22-11 whereby we are proposing two different options. The first option we have made mental health services optional and added a MAT nurse to our staffing matrix and cost proposal. The second option is adding mental health services and the MAT nurse to our staffing matrix and cost proposal.

We look forward to hearing from you soon and please do not hesitate to contact me if you have any questions or need further information.

Respectfully,

Jessica Young
President and Chief Executive Officer
Advanced Correctional Healthcare, Inc.
(309) 550-8166 (Cell Phone)
Jessica.Young@Advancedch.com (e-mail)



PROPOSED AMENDMENT SPECIFICATIONS

After reviewing the clarifications received for RFP-LC-22-11, Livingston County has decided that it will not be going forward with the proposed Qualified Mental Health Professional portion of Advanced Correctional Healthcare's proposal.

Livingston County is requesting an additional 40 hours per week for nursing staff. The Livingston County Jail is carrying out several nursing related activities daily and will be implementing a Medication Assisted Treatment (MAT) Program that will require this additional staff.

For option 1, ACH has proposed that all mental health services be an optional service in the event Livingston County would be interested in utilizing this service at a later time.

Please refer to our amended staffing matrix and cost proposal on the following pages to include a 40 hour per week MAT nurse. ACH believes staffing option 2 is the best staffing matrix in order to carry out the MAT program. Our QMHP providers will assist in the MAT program by providing counseling.

ACH can do the Medicated Assisted Therapy / Medicated Assistant Recovery (MAT/MAR) services. ACH believes Option 2 would provide a better MAT / MAR program for Livingston County. These services include the following: intake, administration, discharge planning, and counseling. ACH will assist with the 3 medications (buprenorphine/suboxone, methadone, and vivitrol) to include induction of buprenorphine/suboxone and vivitrol.

ACH was instrumental in the Monroe County Sheriff's Office in Michigan being the first MAT program in the state of Michigan. Sheriff Troy Goodnough initiated the program while in his previous position as jail administrator. Sheriff Goodnough partnered with the center [Center for Behavioral Health and Justice at the Wayne State University School of Social Work], Community Mental Health Authority, Passion of Mind Healing Center, and the medical provider for the program – **Advanced Correctional Healthcare** – to launch the program.^[1]

The Monroe County Sheriff's Office has achieved a gold standard of medical care for opioid addiction by making medication and treatment available to incarcerated individuals with opioid use disorder (OUD).

Monroe County Sheriff Troy Goodnough and his office committed to the program in April 2020 and are the first in the state to offer such services to individuals in a county jail.

"It's the right thing to do," said Goodnough. "We find that a portion of individuals who suffer from drug addiction suffer from co-occurring mental health disorders. We need to give them the opportunity to be productive members of society."



The certification was awarded by the Center for Behavioral Health and Justice at the Wayne State University School of Social Work earlier this year. In order to receive this certification, counties must implement specific elements of the In-Jail Medication Assisted Treatment model created at Wayne State.

These elements require administration of a standard screening for opioid use disorder at jail bookings and availability of all three of the Food and Drug Administration-approved medications for OUD (MOUD). They also require the county to implement concurrent psychosocial services for detainees that are receiving medications for OUD. Lastly, the county must create a comprehensive discharge plan for inmates that includes assistance with Medicaid reactivation, a naloxone kit at release, and coordination with a community based MOUD provider.

The sheriff's office has partnered with the Michigan Health Endowment Fund, Monroe Community Mental Health Authority, **Advanced Correctional Healthcare**, Passion of Minds Healing Center, and Therapeutics to develop and implement this medication assisted treatment program within the county jail.

"Without these partnerships, the program would undoubtedly fail," said Goodnough.

The Monroe County Jail has started using the Rapid Opioid Dependence Screen (RODS) to screen inmates as they are booked into the county jail and the information gathered is input directly into the electronic jail records management system.

Since using this system they have achieved a nearly 100 percent screening rate with approximately 19 percent of those screened at risk for opioid use disorder. During the programs first year, 96 individuals have been enrolled to receive MOUD treatment.^[2]

^[1] <https://www.monroenews.com/story/news/drugs/opioid-crisis/2021/04/22/county-jail-medication-drug-treatment-effort-certified/7312065002/>

^[2] <https://www.monroenews.com/story/news/2021/09/17/monroe-county-jail-awarded-gold-standard-medical-care/8339564002/>



**REVISED MEDICAL STAFFING PATTERN FOR LIVINGSTON COUNTY JAIL (ADP 250) –
OPTION 1**

			Week 1 Hours									Week 2 Hours									Total Hours		
Position Type	Position	Shift or Hours	S	M	T	W	T	F	S	Total Week 1	S	M	T	W	T	F	S	Total Week2	Pay Period	Annual	FTE		
PRACTITIONER	PRACTITIONER	On-Site Schedule determined by mutual agreement between ACH and County.								6								6	12	312	0.15		
H.S.A.	RN NURSE	8:00 AM – 5:00 PM		8	8	8	8	8		40		8	8	8	8	8		40	80	2,080	1.0		
Nursing	MAT Nurse	8:00 AM – 5:00 PM		8	8	8	8	8		40		8	8	8	8	8		40	80	2,080	1.0		
Nursing	RN/LPN FT	6:00 AM – 6:30 PM	12			12	12			36		12	12				12	36	72	1,872	0.9		
Nursing	RN/LPN FT	6:00 AM – 6:30 PM		12	12				12	36	12			12	12			36	72	1,872	0.9		
Nursing	RN/LPN PT	6:00 AM – 6:30 PM						12		12						12		12	24	624	0.3		
Nursing	RN/LPN FT	6:00 PM – 6:30 AM	12			12	12			36		12	12				12	36	72	1,872	0.9		
Nursing	RN/LPN FT	6:00 PM – 6:30 AM		12	12				12	36	12			12	12			36	72	1,872	0.9		
Nursing	RN/LPN PT	6:00 PM – 6:30 AM						12		12						12		12	24	624	0.3		
MEDICAL RECORDS CLERK	MEDICAL RECORDS CLERK	8:00 AM – 5:00 PM		8	8	8	8	8		40		8	8	8	8	8		40	80	2,080	1.0		
OPTIONAL: Mental Health QMHP	OPTIONAL: Mental Health QMHP	On-Site Schedule determined by mutual agreement between ACH and County.								70								70	140	3,640	1.75		
OPTIONAL: Discharge Planner	OPTIONAL: Discharge Planner	On-Site Schedule determined by mutual agreement between ACH and County.								8								8	16	416	0.2		
OPTIONAL: Addictions Professional	OPTIONAL: Addictions Professional	On-Site Schedule determined by mutual agreement between ACH and County.								8								8	16	416	0.2		



OPTIONAL: PRN TELEMENTAL HEALTH	OPTIONAL: PRN TELEMENTAL HEALTH	Site Analysis																		
OPTIONAL: CO-RESPONDER	OPTIONAL: CO-RESPONDER	Site Analysis																		
		Total without Optional Mental Health	24	48	48	48	48	48	24	294	24	48	48	48	48	24	294	588	15,288	7.35
		Total with Optional Mental Health	24	48	48	48	48	48	24	380	24	48	48	48	48	24	380	760	19,760	9.5



REVISED MEDICAL & MENTAL HEALTH STAFFING PATTERN FOR LIVINGSTON COUNTY JAIL (ADP 250) – OPTION 2

			Week 1 Hours									Week 2 Hours									Total Hours		
Position Type	Position	Shift or Hours	S	M	T	W	T	F	S	Total Week 1	S	M	T	W	T	F	S	Total Week2	Pay Period	Annual	FTE		
PRACTITIONER	PRACTITIONER	On-Site Schedule determined by mutual agreement between ACH and County.								6								6	12	312	0.15		
H.S.A.	RN NURSE	8:00 AM – 5:00 PM		8	8	8	8	8		40		8	8	8	8	8		40	80	2,080	1.0		
Nursing	MAT Nurse	8:00 AM – 5:00 PM		8	8	8	8	8		40		8	8	8	8	8		40	80	2,080	1.0		
Nursing	RN/LPN FT	6:00 AM – 6:30 PM	12			12	12			36		12	12				12	36	72	1,872	0.9		
Nursing	RN/LPN FT	6:00 AM – 6:30 PM		12	12				12	36	12			12	12			36	72	1,872	0.9		
Nursing	RN/LPN PT	6:00 AM – 6:30 PM						12		12						12		12	24	624	0.3		
Nursing	RN/LPN FT	6:00 PM – 6:30 AM	12			12	12			36		12	12				12	36	72	1,872	0.9		
Nursing	RN/LPN FT	6:00 PM – 6:30 AM		12	12				12	36	12			12	12			36	72	1,872	0.9		
Nursing	RN/LPN PT	6:00 PM – 6:30 AM						12		12						12		12	24	624	0.3		
MEDICAL RECORDS CLERK	MEDICAL RECORDS CLERK	8:00 AM – 5:00 PM		8	8	8	8	8		40		8	8	8	8	8		40	80	2,080	1.0		
Mental Health QMHP	Mental Health QMHP	On-Site Schedule determined by mutual agreement between ACH and County.								70								70	140	3,640	1.75		
OPTIONAL: Discharge Planner	OPTIONAL: Discharge Planner	On-Site Schedule determined by mutual agreement between ACH and County.								8								8	16	416	0.2		
OPTIONAL: Addictions Professional	OPTIONAL: Addictions Professional	On-Site Schedule determined by mutual agreement between ACH and County.								8								8	16	416	0.2		



OPTIONAL: PRN TELEMENTAL HEALTH	OPTIONAL: PRN TELEMENTAL HEALTH	Site Analysis																			
OPTIONAL: CO-RESPONDER	OPTIONAL: CO-RESPONDER	Site Analysis																			
		Total	24	48	48	48	48	48	24	364	24	48	48	48	48	48	24	364	728	18,928	9.1
		Total with Optional Mental Health	24	48	48	48	48	48	24	380	24	48	48	48	48	48	24	380	760	19,760	9.5



PROPOSAL COST MEDICAL – ADP 250 AT LIVINGSTON COUNTY JAIL – OPTION 1

Cost Center	Number of Staff	Hours of Coverage	Proposed Total Annual Cost
Staff Costs			
Practitioner	1	On-site up to 6 hours a week. Schedule determined by mutual agreement between ACH and County.	Inclusive in total price
Medical Staff			
RN – H.S.A.	1	40 hours/week	Inclusive in total price
NURSE / MAT	1	40 hours/week	Inclusive in total price
NURSE / FULL TIME	4	144 hours/week	Inclusive in total price
NURSE / PART TIME	2	24 hours/week	Inclusive in total price
MEDICAL RECORDS CLERK	1	40 hours/week	Inclusive in total price
*DENTIST	1	8 hours/month	*Pass-through with no mark up (NOT INCLUDED IN THE BUDGET BELOW)
Mental Health Staff			
OPTIONAL: QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP)	2	On-site 70 hours per week. Schedule determined by mutual agreement between ACH and County	\$266,859.22
OPTIONAL: DISCHARGE PLANNER	1	On-site 8 hours per week. Schedule determined by mutual agreement between ACH and County.	\$26,955.30
OPTIONAL: ADDICTIONS PROFESSIONAL	1	On-site 8 hours per week. Schedule determined by mutual agreement between ACH and County.	\$26,955.30
OPTIONAL: PRN TELEHEALTH MENTAL HEALTH		1 hour minimum	\$150.00 per hour
OPTIONAL: CO-RESPONDER CONSULTANT		Based on Site Analysis	Based on Site Analysis

Other Miscellaneous Costs

Admin Costs	n/a	n/a	Inclusive in total price
Mental Health First Aid	n/a	n/a	FREE
CIERR	n/a	n/a	FREE
RubiconMD	n/a	n/a	Inclusive in total price
Total Proposed Annual			\$1,168,374

*ACH will pass this service on to the County at no additional cost. ACH will receive the bill directly from the vendor and pass that cost on to the County with no administrative or markup fees. So, if a vendor charges ACH \$5,000 for work completed, the County will pay \$5,000 to ACH who would then pay the vendor.

PROGRAM COST BREAKDOWN – OPTION 1
MEDICAL COST FOR LIVINGSTON COUNTY JAIL – 250 ADP – OPTION 1

Staffing	\$1,124,724.91	96.26%
Administrative Services (Medical Malpractice & Civil Rights Insurance, Advertising/Recruiting, Licensure, Training, Travel Expenses, Administrative Costs, etc.)	\$43,649.09	3.74%
Total	\$1,168,347.00	100%
Monthly	\$97,364.50	

VALUE-ADDED OPTIONS

Electronic Medical Records	
DetainEMR at Livingston County Jail: Includes 35 user accounts, 1 scanner, 5 laptops, 5 signature pads, and 5 mice.	\$28,986.82 Annually for 3 Years OR \$2,415.57 Monthly for 36 Months

PROPOSAL COST MEDICAL & MENTAL HEALTH – ADP 250 AT LIVINGSTON COUNTY JAIL – OPTION 2

Cost Center	Number of Staff	Hours of Coverage	Proposed Total Annual Cost
Staff Costs			
Practitioner			
	1	On-site up to 6 hours a week. Schedule determined by mutual agreement between ACH and County.	Inclusive in total price
Medical Staff			
RN – H.S.A.	1	40 hours/week	Inclusive in total price
NURSE / MAT	1	40 hours/week	Inclusive in total price
NURSE / FULL TIME	4	144 hours/week	Inclusive in total price
NURSE / PART TIME	2	24 hours/week	Inclusive in total price
MEDICAL RECORDS CLERK	1	40 hours/week	Inclusive in total price
*DENTIST	1	8 hours/month	*Pass-through with no mark up (NOT INCLUDED IN THE BUDGET BELOW)
Mental Health Staff			
QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP)	2	On-site 70 hours per week. Schedule determined by mutual agreement between ACH and County	Inclusive in total price
OPTIONAL: DISCHARGE PLANNER	1	On-site 8 hours per week. Schedule determined by mutual agreement between ACH and County.	\$26,955.30
OPTIONAL: ADDICTIONS PROFESSIONAL	1	On-site 8 hours per week. Schedule determined by mutual agreement between ACH and County.	\$26,955.30
OPTIONAL: PRN TELEHEALTH MENTAL HEALTH		1 hour minimum	\$150.00 per hour
OPTIONAL: CO-RESPONDER CONSULTANT		Based on Site Analysis	Based on Site Analysis

Other Miscellaneous Costs

Admin Costs	n/a	n/a	Inclusive in total price
Mental Health First Aid	n/a	n/a	FREE
CIERR	n/a	n/a	FREE
RubiconMD	n/a	n/a	Inclusive in total price
Total Proposed Annual			\$1,452,294

*ACH will pass this service on to the County at no additional cost. ACH will receive the bill directly from the vendor and pass that cost on to the County with no administrative or markup fees. So, if a vendor charges ACH \$5,000 for work completed, the County will pay \$5,000 to ACH who would then pay the vendor.

PROGRAM COST BREAKDOWN – OPTION 2
MEDICAL COST FOR LIVINGSTON COUNTY JAIL – 250 ADP – OPTION 2

Staffing	\$1,330,001.23	91.58%
Administrative Services (Medical Malpractice & Civil Rights Insurance, Advertising/Recruiting, Licensure, Training, Travel Expenses, Administrative Costs, etc.)	\$122,292.77	8.42%
Total	\$1,452,294.00	100%
Monthly	\$121,024.50	

VALUE-ADDED OPTIONS

Electronic Medical Records	
DetainEMR at Livingston County Jail: Includes 35 user accounts, 1 scanner, 5 laptops, 5 signature pads, and 5 mice.	\$28,986.82 Annually for 3 Years OR \$2,415.57 Monthly for 36 Months



Livingston County, Michigan 8/25/2022

Prices will increase after 60 days.	Current Program	RFP Clarification: without behavioral health	RFP Clarification: with behavioral health
Annual Price	\$1,013,829.62	\$1,168,374.00	\$1,452,294.00
Average Daily Population	233-county 55-non-county	250-county 0-non-county	
Per Diem Rate (med/mal & civil rights insurance)	\$0.67	\$0.41	
Prescriber	Weekly + unlimited 24/7/365 on-call by phone		
Mobile Dentistry	Monthly Pass-through (no “markup”)		
Nursing	260 hr/wk Wages from \$34-\$44/hr	248 hr/wk Includes a 40 hr/wk MAT nurse Wages from \$35-\$50/hr	
Medical Records Clerk	40 hr/wk Wages up to \$18/hr	40 hr/wk Wages up to \$30/hr	
Qualified Mental Health Professional {QMHP} (minimum Master’s level)	Not Included		70 hr/wk Wages up to \$40/hr
On-call QMHP	\$150 per hour (minimum 1 hour) In-person or via telehealth (as mutually agreed upon) Responsiveness depends upon amount of notice given		
Biomedical Waste Disposal	ACH pays	Not Included (county pays)	
Medical Supplies (disposable)	ACH pays	Not Included (county pays)	
TB Skin Tests	ACH pays	Not Included (county pays)	
Officer Training Spark Training, LLC	Included On-site and online LMS (learning management system)		
Officer Wellness	Included CIERR Program (Critical Incident Employee Rapid Response)		
Medical Claims Re-pricing (bill scrubbing)	Included upon request for 30% of savings		
Mental Health First Aid (MHFA) Certification Training	Included for your officers MHFA is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis.		
RubiconMD	Included ACH’s team will have access to eConsults, which enable them to discuss patient cases with specialists before sending patients off-site (if appropriate).		
Telehealth (upon request)	Included		
DetainEMR Advanced Inmate Medical Management, LLC	Included Hardware, software, software updates/upgrades are automatic and free, online training is free and unlimited, troubleshooting is free and unlimited		
Addiction Professional (Substance Abuse Counselor/Substance Use Disorder Evaluator)	Not Included ~ Recommend 8 hr/wk ~ Add \$26,955.30/yr This professional evaluates the presence of substance abuse and addiction; creates individualized treatment plans; coordinates with community treatment resources; and provides stabilization, treatment, and support for those struggling with an addiction to drugs or alcohol. Price is ONLY if ACH QMHP is on staff. Otherwise \$40,560/yr.		
Discharge Planner	Not Included ~ Recommend 8 hr/wk ~ Add \$26,955.30/yr This professional assists patients with re-entry and release planning. Components include patient education and connection to needed community resources. Price is ONLY if ACH QMHP is on staff. Otherwise \$40,560/yr.		
Co-Responder Consultant to Arresting Agency	Not Included – cost based on site analysis Behavioral Health Specialists partner with dispatch or arresting professionals to ensure appropriate disposition of individuals presenting with mental health crises.		

For additional information, please contact:

Rachael Wunder, Program Consultant

614.897.5986 / Rachael.Wunder@advancedch.com



CONCLUSION

ACH has developed an Amended Proposal based on the email message from Cheryl Schubel dated August 18, 2022. Under Option 1, the ACH response has included a MAT Nurse position and has proposed all mental health services as optional in the event that Livingston County would like to utilize this service at a later time. Under Option 2, we have included a MAT nurse position and 70 hours of QMHP for Livingston County. We have worked with Monroe County to implement a MAT program and have the expertise needed to ensure successful outcomes. ACH believes that Option 2 is the best staffing matrix in order to carry out a successful MAT program for Livingston County. We confirm that our commitment to care for the patients, provide proven solutions, and demonstrate a solid strategic partnership which will successfully meet and exceed the needs of Livingston County.

ACH looks forward to continuing our strategic partnership as the preferred Inmate Medical Services provider for Livingston County. In addition to the mental and medical expertise at our corporate office, our corporate office leadership team has over one fifteen hundred (115) years of combined experience in the correctional field, ranging from a former correctional officer, two former quality assurance managers (over local, state, and federal inmates/inmates), a retired jail administrator, a retired jail superintendent, a retired Captain over a jail, and a retired sheriff. They have provided services to correctional facilities ranging in average daily populations from three hundred (300) to twenty-four hundred (2,400).

ACH has strived to provide all information requested in the email request referenced above. If we have left out anything in our response it was not intentional. If you should have any other questions, please reach out to Jessica Young, President, and Chief Executive Officer, on her cell phone at (309) 550-8166. We will respond promptly to any inquiry.



ADVANCED
Correctional Healthcare, Inc.



A Higher Standard. Delivered.



CLARIFICATIONS

RFP-LC-22-11 INMATE MEDICAL SERVICES

Submitted July 21, 2022

For:
Livingston County Sheriff's Office
150 S. Highland Way
Howell, MI 48843

Advanced Correctional Healthcare, Inc.
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Jessica Young
President and Chief Executive Officer



(309) 550-8166



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July 21, 2022

Livingston County Sheriff's Office
Attn: Cheryl Schubel
150 S. Highlander Way
Howell, MI 48843

Dear Sheriff Michael J. Murphy, Jail Administrator Lieutenant Tarnesia Pringle, Cheryl Schubel, Brad Fetner, and the Evaluation Panel of Livingston County:

Thank you for the opportunity of allowing ACH to answer your questions to clarify some of our responses that we submitted for the Inmate Medical Services Request for Proposal. We have also addressed additional questions that were discussed during our meeting which includes a pharmacy comparison and mental health services and pricing.

We look forward to hearing from you soon and please do not hesitate to contact me if you have any other questions.

Respectfully,

Jessica Young
President and Chief Executive Officer
Advanced Correctional Healthcare, Inc.
(309) 550-8166 (Cell Phone)
Jessica.Young@Advancedch.com (e-mail)

QUESTIONS

1. Our current contract has 124 LPN hours, which we requested in this RFP, we noticed we are being charged for all RN hours, why is that?

There are many LPN schools that are shutting down which makes it difficult for someone to get their LPN license; consequently, there are fewer people getting their LPN license and this limits our resources. In addition, LPN duties are limited to what they can provide a patient. The RN selection is much larger, and RNs are able to have more responsibilities than an LPN. For this reason, our new staffing pattern has a blend of RNs and LPNs. Please see our staffing pattern listed on pages 6 and 7 of our clarification response.

2. What does "dentist pass thru with no upcharge mean"? What is the hourly rate for the dentist? What is the fee schedule?

ACH does not want Livingston County to pay for a service they are not receiving. ACH is just acting as a middle person by securing the services. The County will pay the Mobile Dentistry Company directly. Please see Attachment C on page 8.

3. Your response has staffing cost at \$1,332,364.72, how did you come up with that number?

This pricing includes wages and benefits.

4. The total cost is \$1,497,587.41, can we get a complete breakdown in what we are paying for?

Please refer to the Program Cost Breakdown on page 10.

5. We currently have EMR services, your response to the RFP has it as an additional cost with start-up cost. Is there a monthly fee in maintaining the current EMR, if so, what would that be?

ACH does not charge a monthly EMR fee and since Livingston County already utilizes our EMR system, you will not be charged any start-up or equipment fees. We have included additional users for the QMHP staffing. The pricing of DetainEMR is also already part of what Livingston County is currently paying ACH for services. We have included updated EMR pricing in the Program Cost Breakdown on page 10.

6. We have looked at the time schedule and would like to make some minor adjustments to get more coverage. The current nurse scheduled hours are: 6:00 am to 2:30 pm, 6:00 am to 6:30 pm, and 11:30 am to 12 midnight, 7 days a week. This does not include our HSA or the office administrator. We would like to adjust the hours to 5:00 am to 1:30 pm, 6:00 am to 6:30 pm, and 2:00 pm until 2:30 am. This will give us more coverage.

It is easier to staff RNs in 12-hour shifts because they either want a day shift or night shift and do not want their mornings or evenings interrupted. We have provided revised staffing reflecting two RN 12-hour shifts and will include a 40-hour work week for the H.S.A. for a total of 208 hours per week. Please see our staffing pattern listed on pages 6 and 7 of our clarification response.



7. We have 3 LPNs here and we should be paying them wages of LPN not RN, what would be the cost of the LPN hours?

Since Livingston County already has three LPNs and you are satisfied with their performance and would like to retain them, we have adjusted our pricing to reduce the LPN wages.

8. In the loss or damage of equipment section, you put a cap of \$5,000. If any of the employees of ACH is negligent in any of the equipment, then ACH will be responsible for replacing that equipment at cost. This section is strictly regarding negligence. This wording should be corrected.

Below is the original Damage to Equipment requirement along with our corrected response where we removed the CAP requirement.

DAMAGE TO EQUIPMENT

The vendor shall be liable for loss of or damage to equipment and supplies whether it is the equipment of the County or the vendor if such loss or damage was caused by the sole negligence of the vendor. The Vendor shall be responsible to repair and/or replace and to make sure that all equipment is maintained and kept in good working condition at all times. An assessment of all County owned equipment shall be done annually with the coordination of both the vendor and the County's personnel and kept on file with the Sheriff's or designee.

ACH agrees that they pay the cost to replace or repair any equipment that is caused to become inoperable by the sole negligence of an ACH employee.



REVISED STAFFING PATTERN FOR LIVINGSTON COUNTY JAIL

LIVINGSTON COUNTY JAIL STAFFING PLAN (ADP 250):

			Week 1 Hours									Week 2 Hours									Total Hours		
Position Type	Position	Shift or Hours	S	M	T	W	T	F	S	Total Week 1	S	M	T	W	T	F	S	Total Week2	Pay Period	Annual	FTE		
PRACTITIONER	PRACTITIONER	On-Site Schedule determined by mutual agreement between ACH and County.								6								6	12	312	0.15		
H.S.A.	RN NURSE	8:00 AM – 5:00 PM		8	8	8	8	8		40		8	8	8	8	8		40	80	2,080	1.0		
Nursing	RN/LPN FT	6:00 AM – 6:30 PM	12			12	12			36		12	12				12	36	72	1,872	0.9		
Nursing	RN/LPN FT	6:00 AM – 6:30 PM		12	12				12	36	12			12	12			36	72	1,872	0.9		
Nursing	RN/LPN PT	6:00 AM – 6:30 PM						12		12						12		12	24	624	0.3		
Nursing	RN/LPN FT	6:00 PM – 6:30 AM	12			12	12			36		12	12				12	36	72	1,872	0.9		
Nursing	RN/LPN FT	6:00 PM – 6:30 AM		12	12				12	36	12			12	12			36	72	1,872	0.9		
Nursing	RN/LPN PT	6:00 PM – 6:30 AM						12		12						12		12	24	624	0.3		
MEDICAL RECORDS CLERK	MEDICAL RECORDS CLERK	8:00 AM – 5:00 PM		8	8	8	8	8		40		8	8	8	8	8		40	80	2,080	1.0		
QMHP	QMHP	On-Site Schedule determined by mutual agreement between ACH and County.								70								70	140	3,640	1.75		
OPTIONAL: Discharge Planner	OPTIONAL: Discharge Planner	On-Site Schedule determined by mutual agreement between ACH and County.								8								8	16	416	0.2		
OPTIONAL: Addictions Professional	OPTIONAL: Addictions Professional	On-Site Schedule determined by mutual agreement between ACH and County.								8								8	16	416	0.2		
OPTIONAL: PRN TELEMENTAL HEALTH	OPTIONAL: PRN TELEMENTAL HEALTH	Site Analysis																					



OPTIONAL: CO-RESPONDER	OPTIONAL: CO-RESPONDER	Site Analysis																			
		Total	24	40	40	40	40	40	24	324	24	40	40	40	40	40	24	324	648	16,848	8.1
		Total with Optional Mental Health	24	32	32	32	32	32	24	340	24	32	32	32	32	32	24	340	680	17,680	8.5



ATTACHMENT C

PRICING

PROFESSIONAL ON-SITE STAFFING

Description	Hours/Week	Hourly Rate	Annual Cost (Salary & Benefits)
Physician	6	\$360	\$136,815.82
Health Services Administrator (HSA)	40	\$50	\$140,736.88
Registered Nurse (RN)	84	\$45	\$359,553.42
Licensed Practical Nurse (LPN)	84	\$35	\$254,511.42
Medical Assistant/Medical Records Clerk (MA/MRC)	40	\$30	\$90,783.12
QMHP	70	\$40	\$205,276.33
Dental	Please see Jet Dental Pricing Below		

PROFESSIONAL ON-SITE SERVICES

Description	Monthly Rate	Annual Cost
Medical Supplies	CAP	
Mobile Dental Services*	*See Below	
Laboratory Services	CAP	
Medical Services	Inclusive in price	
Medical Waste Removal Services	CAP	
On-Call 24/7	Inclusive in price	
Comprehensive Medical Malpractice Insurance	Inclusive in price	
Corporate Management and Oversight	Inclusive in price	

DENTAL PRICING

*Jet Dental Pricing	
Procedure	Cost
Focus x-rays (each	\$21
Routine Extraction	\$121
Surgical Extraction	\$215
Impacted Tooth Extraction	\$268
Partial Tooth/Residual Root Extraction	\$227



PROPOSAL COST – ADP 250 AT LIVINGSTON COUNTY JAIL

Cost Center	Number of Staff	Hours of Coverage	Proposed Total Annual Cost
Staff Costs			
Practitioner	1	On-site up to 6 hours a week. Schedule determined by mutual agreement between ACH and County.	Inclusive in total price
Medical Staff			
RN – H.S.A.	1	40 hours/week	Inclusive in total price
NURSE / FULL TIME	4	144 hours/week	Inclusive in total price
NURSE / PART TIME	2	24 hours/week	Inclusive in total price
MEDICAL RECORDS CLERK	1	40 hours/week	Inclusive in total price
DENTIST	1	8 hours/month	Pass-through with no Mark up (NOT INCLUDED IN THE BUDGET BELOW)
Mental Health Staff			
QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP)	2	70 hours/week	Inclusive in total price
OPTIONAL: DISCHARGE PLANNER	1	8 hours/week	\$26,955.30
OPTIONAL: ADDICTIONS PROFESSIONAL	1	8 hours/week	\$26,955.30
OPTIONAL: PRN TELEHEALTH MENTAL HEALTH		1 hour minimum	\$150.00 per hour
OPTIONAL: CO-RESPONDER CONSULTANT		Based on Site Analysis	Based on Site Analysis



Other Miscellaneous Costs

Admin Costs	n/a	n/a	Inclusive in total price
Mental Health First Aid	n/a	n/a	Inclusive in total price
CIERR	n/a	n/a	Inclusive in total price
RubiconMD	n/a	n/a	Inclusive in total price
Total Proposed Annual			\$1,417,989.49

PROGRAM COST BREAKDOWN

MEDICAL COST FOR LIVINGSTON COUNTY JAIL – 269 ADP

Staffing	\$1,187,676.99	83.8%
Everything Else (Medical Malpractice & Civil Rights Insurance, Advertising/Recruiting, Mental Health First Aid, Licensure, Training, Travel Expenses)	\$230,312.50	16.2%
Total	\$1,417,989.49	100%
Monthly	\$118,165.79	

VALUE-ADDED OPTIONS (ALL ITEMS ARE OPTIONAL)

DetainEMR AT LIVINGSTON COUNTY JAIL: Includes 35 user accounts, 1 scanner, 5 laptops, 5 signature pads, and 5 mice.	\$28,986.82 Annually for 3 Years OR \$2,415.57 Monthly for 36 Months
--	---



MENTAL HEALTH

ACH offers a Critical Incident Employee Rapid Response (CIERR) program for officer wellness that we provide at no charge to our facilities because it is the right thing to do for Officer Wellness. The CIERR program is designed to provide free education and peer support during times of personal and professional stress, critical incidents or crisis situations. It is peer-to-peer support, confidential and free to the user.

ACH's Mental Health Program is designed to conduct effective and efficient screening, identify mental health issues, and provide comprehensive mental health services to inmates throughout their time at the Livingston County Jail. ACH's Mental Health Program is organized to provide a continuum of care that addresses patient needs through least-restrictive psychiatric, cognitive behavioral and other supportive interventions. Services include mental health evaluations; emergent/urgent referral; routine referral; chronic care; psychotropic medications, as indicated, with informed consent and routine monitoring; crisis intervention; and suicide precaution and prevention.

"It is amazing to see how the jail appreciates the [mental health] services that FBH [Freedom Behavioral Health - A Company Owned Exclusively by ACH] provides. I hate to sound like a commercial when I say that...but it is just a joy to be there. No issues/concerns/complaints on my end!"

Missouri Client, 2021

Core outpatient services are designed to stabilize and improve mental health and support patient adaptation to general population settings. This occurs primarily through alleviation of disabling symptoms of mental disorders or accommodation of special needs. Patient self-referral occurs through sick call and other means. Staff referral results in response based on acuity (emergent, urgent, or routine). Mental health staff provide ongoing monitoring of at-risk populations as well as patients enrolled in the mental health system. For the latter group, treatment plans guide the delivery of services to address each patient's specific needs.



Mental Health SERVICES
Customized Consultation
Seven Days a Week

Specialized Substance Abuse Services

- Counseling
- Medication-Assisted Treatment (MAT)

Officer Wellness Services

- Confidential Peer Support
- Field and Facility

TRAINING

- Suicide Prevention
- Specialized and Current Mental Health Topics
- Officer Wellness
- Video and other Media-Supported Training

Prison Rape Elimination Act Services (PREA)

Suicide Preventative Architecture Consultation and Referral Services

Forensic Evaluation (non-clinical programs)

Accreditation/ Standards Compliance Auditing (NCCHC, ICE, ACA)

Mental & Behavioral Services

- Suicide/Assault Risk
- Multidisciplinary Safety and Treatment Planning
- Counseling and Psychotherapy
- Diagnostic Evaluation
- Functional Monitoring
- Behavioral Management
- Psychoeducation
- Dual-Diagnosis Focus
- Personality Disorder Treatment/ Management
- Discharge Planning and Collaboration

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www.advancedch.com (309) 692-8100

ACH uses evidenced-based correctional specified mental health screening tools. ACH will exceed the APIC model as our QMHPs provide for diagnosis and do a risk assessment for suicide and assault. One of the tools that we use is the National Institute of Mental Health ASQ tool. ACH was the only company to collaborate with the National Institute of Mental Health to come up with the ASQ (Suicide Risk Screening Tool) tool. We have other tools at our disposal to assess safety and suicide as well as other issues in mental health. We understand that any tools used will have to be approved by Livingston County. Please see the ASQ form below:



NIMH TOOLKIT: **DETENTION FACILITIES** (English/Spanish)

Suicide Risk **Screening Tool**

Ask **Suicide-Screening** Questions

Date and Time/Fecha y hora: _____

Name/Nombre _____

Screener/Evaluador: _____

Ask the patient: _____

1. In the past few weeks, have you wished you were dead? ☐ Yes ☐ No
2. In the past few weeks, have you felt that you or your family would be better off if you were dead? ☐ Yes ☐ No
3. In the past week, have you been having thoughts about killing yourself? ☐ Yes ☐ No
4. Have you ever tried to kill yourself? ☐ Yes ☐ No
If yes, how? _____

When? _____

5. Are you having thoughts of killing yourself right now? ☐ Yes ☐ No

Pregúntele al paciente: _____

1. En las últimas semanas, ¿ha deseado estar muerto? ☐ Sí ☐ No
2. En las últimas semanas, ¿ha sentido que usted o su familia estarían mejor si estuviera muerto? ☐ Sí ☐ No
3. En la última semana, ¿ha pensado en matarse? ☐ Sí ☐ No
4. ¿Alguna vez ha tratado de matarse? ☐ Sí ☐ No
Si contestó que sí, ¿cómo? _____

¿Cuándo? _____

5. ¿Está pensando en matarse en este momento? ☐ Sí ☐ No





NIMH TOOLKIT: **DETENTION FACILITIES** (English/Spanish)

Suicide Risk **Screening Tool**

Ask **Suicide-Screening** Questions

Date and Time/Fecha y hora: _____

Name/Nombre _____

Screener/Evaluador: _____

Next Steps:

- If patient answers “No” to all questions 1 through 5, screening is complete. No intervention is necessary.
(*Note: Clinical judgment can always override a negative screen.)
- If patient answers “Yes” to any of questions 1 through 4, or refuses to answer, they are considered a **positive screen**.
 - ☐ “Yes” to question #5 = **acute positive screen** (imminent risk identified).
 - Initiate Jail Suicide Prevention Policy. Place patient on suicide observation/watch.
 - Contact the practitioner or mental health clinician responsible for the patient's care for further instruction.
 - ☐ “No” to question #5 = **non-acute positive screen** (potential risk identified)
 - Contact the practitioner or mental health clinician responsible for the patient's care for further instruction.

The ASQ “Next Steps” have been adapted in consultation with detention facility mental health experts for use in detention facilities

Siguientes pasos:

- Si el paciente responde que “no” a todas las preguntas de la 1 a la 5, la evaluación está completa y no es necesario intervenir.
(*Nota: la opinión clínica siempre puede anteponerse a una prueba de detección negativa.)
- Si el paciente contesta que “sí” a cualquiera de las preguntas de la 1 a la 4 o se niega a responder, esto se considera una **prueba de detección positiva**.
 - ☐ “Sí” a la pregunta 5 = **prueba de detección positiva aguda** (identificación de riesgo inminente).
 - Ponga en práctica la política de prevención del suicidio de la cárcel. Ponga al paciente en observación o supervisión por riesgo de suicidio.
 - Contacte al proveedor o el médico de salud mental responsable de la atención del paciente para recibir más instrucciones.
 - ☐ “No” a la pregunta 5 = **prueba de detección positiva no aguda** (identificación de riesgo)
 - Contacte al proveedor o el médico de salud mental responsable de la atención del paciente para recibir más instrucciones.

Los “siguientes pasos” de ASQ se adaptaron con la colaboración de los expertos en salud mental de las instalaciones carcelarias para usar en las cárceles.





ACH will work collaboratively with the facility to make sure that the behavioral health needs of the Livingston County Jail are taken care of in an appropriate manner. Our plans will be customized to the Livingston County Jail as we understand that no two correctional facilities are identical. Our behavioral health program is evidenced-based and correctional specific. ACH will work with the jail and medical staff to make sure referrals to mental health services are seen in a medically indicated timeframe. ACH will work with the jail administration to share information with the courts for the courts to make an informed decision. Some of the ways that information may be shared with the court, without violating HIPAA laws, include a release of information form, an institutional memorandum of understanding and a court order. ACH is comfortable with the sharing of information when it comes to an inmate that might pose a risk to themselves or others. ACH will provide counseling, case management, and treatment plans that are evidenced-based and correctional specific. Some of the services will include those discussed before to include suicide assessments, referrals, preventative assessments and identify inmates that will benefit from the services offered by the behavioral health services solicited in this request for proposal. We will work with inmates no matter how many times they are referred to us for services. We will not deny services to them based on past experience with the individual inmate. Our discharge planning will be handled face-to face by our Discharge Planner. The discharge planning will take place as needed on a daily basis. The planning will be done in the order of expected release date. ACH's Behavioral Health staff will collaborate with any community behavioral health service to make sure that the inmate has a continuity of care.

ACH will provide their mental health care services following the guidelines below at the Livingston County Jail:

- Wellness — ACH will provide structure that will concentrate on offering an assortment of services that will bring inmates from illness to health.
- Awareness — ACH will try to educate the inmates at the Livingston County Jail entrusted in our care about mental health and substance use to improve mental health awareness and deter mental illness and substance abuse disorders.
- Collaboration — ACH believes that connections are the foundation to collaboration, so we practice working together and breaking down those barriers that prevent organizations from working together. ACH will collaborate with the jail staff and with all community behavioral health care providers to make sure that the inmates are receiving the proper treatment.
- Transparency — ACH practices open and consistent communication about our work when allowed by HIPAA and privacy laws.
- Diversity — ACH believes that the complex issues of mental health and substance use requires the practice of active listening and culture humility.
- Client-Centered — ACH believes that the inmates that have a mental illness or substance abuse disorder are vital members of our society. ACH will use services that assist them with empathy and absolute positive regard.



- Intersectional — ACH believes that an inmate's mental health is linked with other parts of their life and individual identity. ACH will use programs that will provide solutions that focus on a combination of these factors.
- Trauma-Informed — ACH believes that no inmate who has suffered trauma should ever be re-traumatized during the process of obtaining or requesting mental health or substance abuse services. Therefore, ACH will use trauma-informed care in the areas of services delivered.
- Accessibility — ACH believes mental health and substance abuse services should be available for inmates regardless of disability, language barriers, or any other difficulty the individual inmate has in obtaining services. ACH will strive to provide services to inmates at the Livingston County Jail.

In addition, the medical practitioner also has access to Rubicon MD, a consultation service that gives ready access to a number of specialists. Specialty consult in such a fashion has the potential to minimize unnecessary off-site visits while ensuring appropriate medical care for serious mental health issues. If the mental health screening indicates an inmate needs to be placed on suicide watch or other urgent mental health issues, the QHCP will contact either the QMHP or the practitioner, depending on staffing selected by Livingston County, and alert the Livingston County Jail's Administration.



PHARMACY COMPARISON

MEDS	QTY	Pharmacy 1 (Current)	Pharmacy 2
Acetaminophen- Codeine #3 Oral Tablet 300-30 Mg	30.00	7.41	6.63
Clindamycin 150MG	30.00	9.29	6.04
Clindamycin 300Mg	30.00	14.40	15.09
ACETAMINOPHEN 500MG	30.00	2.73	4.22
ACYCLOVIR 400MG	30.00	4.27	5.65
ALBUTEROL HFA 8.5GM		69.90	37.41
ALBUTEROL HFA 90MCG	18.00	64.88	37.41
ALLOPURINOL 100MG	30.00	6.31	5.14
ALLOPURINOL 300MG	30.00	6.96	5.77
AMITRIPTYLIN 50 MG	50.00	15.89	7.40
AMITRIPTYLINE 25 MG	30.00	9.05	5.94
AMLODIPINE 5 MG	30.00	3.02	4.33
AMLODIPINE 10 MG	30.00	3.24	4.17
AMOX/CLAV 875MG/125 MG TAB	30.00	13.36	16.62
AMOXICILLIN 500 MG	30.00	5.63	5.93
AMOXICILLIN 875 MG	30.00	9.44	6.34
ANTACID 420MG	30.00	3.57	4.55
ARIPIRAZOLE 10MG	30.00	20.41	5.34
ARIPIRAZOLE 15MG	30.00	23.40	5.73
ARIPIRAZOLE 20MG	30.00	27.88	5.80
ARIPIRAZOLE 5MG	30.00	17.37	7.00
ASPIRIN 325MG	30.00	2.73	4.06
ASPIR-LOW 81 MG	30.00	2.79	4.10
ATOMOXETINE 80MG	30.00	82.61	50.09
ATORVASTATIN CA 10MG	30.00	4.38	5.20
ATORVASTATIN CA 40MG	30.00	4.77	5.16
ATORVASTATIN TAB 20MG	30.00	4.72	5.25
AZITHROMYCIN 250MG	30.00	17.15	14.06
ARIPIRAZOLE 20MG	30.00	27.88	5.80
ARIPIRAZOLE 5MG	30.00	17.37	7.00
ASPIRIN 325MG	30.00	2.73	4.06
ASPIR-LOW 81 MG	30.00	2.79	4.10



ATOMOXETINE 80MG	30.00	82.61	50.09
ATORVASTATIN CA 10MG	30.00	4.38	5.20
ATORVASTATIN CA 40MG	30.00	4.77	5.16
ATORVASTATIN TAB 20MG	30.00	4.72	5.25
AZITHROMYCIN 250MG	30.00	17.15	14.06
BENZTROPINE TAB 0.5MG	30.00	6.86	6.26
BENZTROPINE TAB 1MG	30.00	6.29	6.65
BUPROPION 150MG SR	30.00	8.22	5.74
BUPROPION HCL 100MG	30.00	14.62	7.34
BUPROPION HCL 75MG	30.00	0.98	7.45
PURPOPION HCL 300MG XL	30.00	17.29	8.14
BUSPIRONE 15MG	30.00	4.51	5.74
BUSPIRONE 5MG	30.00	3.75	4.43
BUSPIRONE 10MG	30.00	3.87	4.64
CARBAMAZEPINE 200MG	30.00	14.14	10.14
CARBIDO/LEVO 25-100 TAB	30.00	6.64	5.93
CARVEDILOL 6.25MG	30.00	3.55	4.38
CARVEDILOL 12.5MG	30.00	3.55	4.50
CDP 25MG CAPSULE	30.00	5.86	7.33
CEPHALEXIN 500MG CAPSULE	30.00	7.18	6.84
CETIRIZINE 10MG	30.00	3.68	4.92
Chlordaizepoxide 25Mg	30.00	5.94	7.33
CHLORHEX 0.12% (A/F) RINS		12.24	8.68
CIPROFLOXACIN 500MG TAB	30.00	9.86	10.06
CITALOPRAM TAB 10MG	30.00	3.36	4.72
CITALOPRAM 20 MG	30.00	3.67	4.93
CITALOPRAM HBR 40 MG	30.00	3.85	4.96
CLONIDINE 0.2MG	30.00	3.65	4.85



CLONIDINE 0.1MG	30.00	4.01	4.43
CLOPIDOGREL 75 MG	30.00	5.66	6.15
CYCLOBENZAPR 10MG	30.00	3.37	4.36
DICYCLOMINE 20MG	30.00	9.22	6.01
DIPHENHYDRAM 25MG	30.00	2.90	4.32
DIVALPROEX 250 MG	30.00	5.23	5.08
DIVALPROEX 500MG ER	30.00	14.57	9.79
DOK 100MG	30.00	3.08	4.44
DOXYCYCL HYC 100MG	30.00	13.83	6.72
DULOXETINE 30MG	30.00	16.00	7.21
DULOXETINE 60MG	30.00	7.86	8.67
ELIQUIS 5MG	30.00	259.17	245.38
ESCITALOPRAM 10MG	30.00	4.54	5.42
ESCITALOPRAM 20MG	30.00	6.70	6.01
FAMOTIDINE 20MG	30.00	10.36	4.58
FERROUS SULF 325MG	30.00	3.22	4.14
FLUCONAZOLE 150MG	30.00	39.82	29.05
FLUOXETINE 40MG	30.00	4.49	5.00
FLUOXETINE 10MG	30.00	3.46	4.44
FLUOXETINE 20MG	30.00	3.65	4.62
FLUTICASONE 0.05% NASAL S	16.00	12.78	7.63
FOLIC ACID 1 MG	30.00	3.57	4.10
FUROSEMIDE 20MG	30.00	3.99	4.60
FUROSEMIDE 40MG	30.00	7.13	4.79
GABAPENTIN CAP 300MG	30.00	4.47	5.04
GABAPENTIN TAB 600MG	30.00	6.97	5.87
GABAPENTIN 800MG	30.00	7.86	6.31
GLIPIZIDE 10MG	30.00	3.96	4.62
GLIPIZIDE 5MG	30.00	3.46	4.48
HALOPERIDOL 10MG	30.00	17.89	20.22
HALOPERIDOL 5MG	30.00	16.17	16.02
HCTZ 12.5MG CAPSULE	30.00	4.47	4.74
HCTZ 25MG TABLET	30.00	3.26	4.19
HYDROCHLOROTHIAZ 12.5MG	30.00	4.47	5.12
HYDROCHLOROTHIAZ 25MG	30.00	3.26	4.19



HYDROXYZ HCL 50MG	30.00	5.88	4.80
HYDROXYZ HCL TAB 25MG	30.00	4.90	4.46
Ibuprofen 200	30.00	3.05	4.29
Ibuprofen 600	30.00	6.49	5.08
Ibuprofen 800	30.00	7.07	5.20
LAMOTRIGINE 100MG	30.00	4.23	4.98
LAMOTRIGINE 200MG	30.00	5.51	6.07
LAMOTRIGINE 25MG	30.00	5.05	4.53
LANTUS 100 U/ML		166.31	288.06
LEVETIRACETAM 500MG	30.00	8.27	6.32
LEVETIRACETAM 1000MG	30.00	16.84	11.22
LEVETIRACETAM 750MG	30.00	10.96	8.81
LEVOTHYROXIN 100MCG	30.00	6.52	11.18
LEVOTHYROXIN TAB 25MCG	30.00	13.14	10.16
LEVOTHYROXIN 75MCG	30.00	14.59	10.42
LEVOTHYROXINE 50MCG	30.00	13.32	10.16
LISINOPRIL 40MG	30.00	4.33	5.84
LISINOPRIL 5 MG	30.00	3.17	4.50
LISINOPRIL 10MG	30.00	3.42	4.41
LISINOPRIL 20MG	30.00	3.89	4.46
LITHIUM CARB 300MG	30.00	10.74	4.68
LITHIUM CARBONATE 150MG	30.00	5.57	5.29
LORATADINE 10MG	30.00	4.28	5.06
LOSARTAN 100MG	30.00	8.94	5.71
LOSARTAN 25MG TABLET	30.00	5.97	5.05
LOSARTAN 50MG TABLET	30.00	7.81	5.01
MELATONIN 5MG	30.00	4.64	4.69
MELOXICAM 15MG	30.00	3.42	4.34
MELOXICAM 7.5MG	30.00	3.22	4.53
METFORMIN TAB 500MG	30.00	2.99	4.32
METFORMIN 1000MG	30.00	3.37	4.64
METOPROL TAR 100MG	30.00	3.82	4.73



METOPROLOL 25MG TABLET	30.00	3.57	4.72
METOPROLOL 50MG TABLET	30.00	3.35	4.39
METOPROLOL TART 50MG	30.00	3.35	4.39
METRONIDAZOL TAB 500MG	30.00	12.52	7.07
MELATONIN 5MG	30.00	4.64	4.69
MILK OF MAG SUSP 473ml		4.66	6.22
MIRTAZAPINE 15MG	30.00	6.67	6.10
MIRTAZAPINE 30MG	30.00	6.52	6.20
MIRTAZAPINE 45 MG	30.00	10.15	6.35
MONTELUKAST TAB 10MG	30.00	7.98	5.62
MULTIVITAMIN	30.00	3.48	4.12
NORTRIPTYLINE 25MG CAP	30.00	6.26	5.92
NOVOLIN 70/30	30.00	40.93	51.67
NOVOLIN N 100/ML	10.00	156.98	51.67
OLANZAPINE 10MG	30.00	9.86	5.91
OLANZAPINE 15MG	30.00	8.03	6.80
OLANZAPINE 2.5MG	30.00	5.60	5.07
OLANZAPINE 20MG	30.00	8.49	7.29
OLANZAPINE 5MG	30.00	9.74	5.21
OMEPRazole CAP 20MG	30.00	3.90	5.15
OMEPRazole 40MG	30.00	5.43	5.67
ONDANSETRON TAB 4MG	30.00	6.91	6.38
ONDANSETRON TAB 8MG	30.00	8.65	6.39
OXCARBAZEPIN 300MG	30.00	10.28	7.12
Oxcarbazepin Tab 600Mg	30.00	15.05	10.12
PANTOPRAZOLE 20MG	30.00	6.20	5.58
PANTOPRAZOLE 40MG	30.00	6.02	6.14
PAROXETINE 10MG	30.00	6.20	5.19
PAROXETINE TAB 20MG	30.00	5.41	5.75
PAROXETINE 30MG TABLET	30.00	4.64	6.24



PAROXETINE 40MG	30.00	6.52	6.52
PEG 3350 POWDER 238gm		11.73	8.71
PHENYTOIN 100MG	30.00	11.45	10.38
POTASSIUM CHLORIDE ER 10MEQ	30.00	11.72	7.03
POTASSIUM CL 20MEQ ER TAB	30.00	10.33	6.69
PRAZOSIN 1MG	30.00	23.62	11.36
PRAZOSIN 2MG	30.00	12.13	11.98
PREDNISONE 10MG	30.00	5.62	5.67
PREDNISONE 20MG	30.00	8.14	6.19
PRENATAL MULT	30.00	5.62	5.05
PROPRANOLOL 10MG TABLET	30.00	8.52	5.04
PROPRANOLOL 40MG TABLET	30.00	14.59	6.28
PROPRANOLOL HCL 20MG	30.00	9.61	6.44
QUETIAPINE 100MG	30.00	5.32	5.14
QUETIAPINE 200MG TABLET	30.00	7.07	7.43
QUETIAPINE 25MG TABLET	30.00	3.99	4.52
QUETIAPINE 50MG TABLET	30.00	3.83	4.90
QUETIAPINE FUM 300MG	30.00	9.28	7.49
QUETIAPINE FUMARATE 400MG	30.00	12.35	8.45
RISPERIDONE 1MG	30.00	4.83	4.68
RISPERIDONE 2MG	30.00	5.89	4.88
RISPERIDONE 3MG	30.00	6.20	5.26
SENNA 8.6MG	30.00	3.58	4.50
SERTRALINE 100MG	30.00	4.50	5.13
SERTRALINE 25MG	30.00	3.99	4.80
SERTRALINE 50MG	30.00	4.04	4.74
SIMVASTATIN 20MG	30.00	3.56	4.41
SIMVASTATIN 40MG	30.00	4.22	4.86
SMZ-TMP DS 800- 160MG	30.00	0.52	5.75
SPIRONOLACT 25MG	30.00	7.37	5.24
SULFAMETHOXAZOLE- TRIMETHOPR 800-160 MG	30.00	7.52	5.75



SULFATRIM 800-160 DS TAB	30.00	7.52	5.75
SULFATRIM DS TABLET	30.00	7.52	5.75
TAMSULOSIN 0.4MG CAPSULE	30.00	5.94	5.53
THIAMINE HCL 100MG	30.00	3.02	4.54
TOPIRAMATE 100MG	30.00	5.35	5.66
TOPIRAMATE 25MG	30.00	4.23	4.66
TOPIRAMATE 50MG	30.00	5.06	4.93
TRAZODONE 100MG	30.00	5.31	5.32
TRAZODONE 150MG	30.00	16.71	6.32
TRAZODONE 50MG	30.00	4.32	4.70
TRIAMCINOLONE 0.1% LOTION	60gm	40.93	19.63
VENLAFAXINE CAP 150MG ER	30.00	10.62	5.42
VENLAFAXINE TAB 75MG	30.00	8.10	7.41
VENLAFAXINE ER 37.5	30.00	6.45	8.75
VENTOLIN HFA INHALER		64.88	57.48
VITAMIN B-1	30.00	3.02	4.54
VITAMIN D	30.00	2.88	5.02
VITAMIN D3	30.00	3.33	4.35
WARFARIN 1MG	30.00	6.84	6.13
WARFARIN SODIUM 5MG	30.00	10.58	6.04
XOPENEX HFA 45MCG INHALER		80.68	31.96
ZIPRASIDONE 40MG	30.00	18.50	13.40
TOTAL		2,453.96	2,070.03



CONCLUSION

ACH has developed a custom-tailored clarification response based on the zoom call on July 14, 2022. ACH response offers and provides many options and enhancements to compliment the program as required by the Request for Proposal (RFP) for Livingston County. We confirm that our commitment to care for the patients, provide proven solutions, and demonstrate a solid strategic partnership which will successfully meet and exceed the needs of Livingston County.

ACH looks forward to continuing our strategic partnership as the preferred Health Care Services provider for Livingston County. In addition to the mental and medical expertise at our corporate office, our corporate office leadership team has over one fifteen hundred (115) years of combined experience in the correctional field, ranging from a former correctional officer, two former quality assurance managers (over local, state, and federal inmates/inmates), a retired jail administrator, a retired jail superintendent, a retired Captain over a jail, and a retired sheriff. They have provided services to correctional facilities ranging in average daily populations from three hundred (300) to twenty-four hundred (2,400).

ACH has strived to provide all information requested in the clarification meeting on July 14, 2022. If we have left out anything in our response it was not intentional. If you should need any further clarification, please reach out to Jessica Young, President, and Chief Executive Officer, on her cell phone at (309) 550-8166. We will respond promptly to any inquiry.



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Correctional Healthcare, Inc.



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**REQUEST FOR PROPOSALS
RFP-LC-22-11
INMATE MEDICAL SERVICES**

PRICING PROPOSAL

Due: June 24, 2022, by 2:00 PM

Issued by:
Livingston County Sheriff's Office
150 S. Highland Way
Howell, MI 48843

Advanced Correctional Healthcare, Inc.
FEDERAL TAX ID # 36-4495255
720 Cool Springs Blvd Suite 100, Franklin, TN 37067
(P) 309.692.8100 | (F) 309.214.9977
contracts@advancedch.com

Jessica Young
President and Chief Executive Officer



(309) 550-8166



Jessica.Young@advancedch.com

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PRICING

Prices offered herein shall be firm against any increase until December 31, 2023. Escalation - The County may entertain a request for escalation for each fiscal year after 2023 in accordance with the current Consumer Price Index for the previous 12-month period or up to a maximum 5% increase on the current pricing, whichever is lower.

ACH agrees to the requirement in this section of the Request for Proposal.

For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, not seasonally adjusted (1982-84=100 unless otherwise noted) as published by the United States Department of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/midwest/data/xg-tables/ro5xg01.htm>).

ACH agrees to the requirement in this section of the Request for Proposal.

Any proposed price increases shall be submitted to Livingston County Fiscal Services - Procurement Office at least sixty (60) days prior to the new fiscal period. Livingston County reserves the right to accept or reject the request for a price increase for the renewal period. If the price increase is approved, the price shall remain firm for that fiscal period.

ACH agrees to the requirement in this section of the Request for Proposal.

ATTACHMENT C

PRICING

Professional On-Site Staffing

Description	Hours/Week	Hourly Rate	Annual Cost
Physician	6	\$360	\$112,320
Registered Nurse (RN)	96	\$50	\$582,400
Health Services Administrator (HSA)	40	\$52	\$108,160
Licensed Practical Nurse (LPN) (2 ppl)	124	N/A	
Medical Assistant/Medical Records Clerk (MA/MRC)	40	\$30	\$62,400
Dentist*	8 hrs. per month		

PROFESSIONAL ON-SITE SERVICES

Description	Monthly Rate	Annual Cost
Medical Supplies	CAP	
Mobile Dental Services*	*See Below	
Laboratory Services	CAP	
Medical Services	Inclusive in price	
Medical Waste Removal Services	CAP	
On-Call 24/7	Inclusive in price	
Comprehensive Medical Malpractice Insurance	Inclusive in price	
Corporate Management and Oversight	Inclusive in price	

*ACH recognizes that it has been extremely difficult obtaining a dentist for the Livingston County Jail. We have contracted with a vendor who has setup the dental equipment and is in the process of recruiting a dentist. ACH will not include this service in our pricing proposal but will offer this as a pass-through service with no mark up on the dental service.

PROGRAM COST

We enable counties to save on the cost of providing health care services to incarcerated people because of our overall systems of care, economies of scale, and the ability to provide coverage (and after-hours call coverage) that would be difficult for any individual county to provide on its own – the need to hire nursing and practitioner personnel, invest in medical supplies, arrange call coverage, etc. ACH is dedicated to properly staffing LCJ and utilizing all medical service areas. We help counties reduce waste, not cost.

We empower our health care team to send patients to the hospital, without having to obtain approval from any Medical Director or corporate officer. Our practitioners do not make off-site referral decisions for economic reasons, but on a patient-specific basis depending on each patient's perceived current medical need. A healthier patient is likely to utilize or need fewer medical resources over time, so a decision not to refer a patient who may need off-site care would probably not be a good "fiscal" decision in most cases. We will not deny care to a patient to "reduce cost." Each situation is addressed on a case-by-case basis.

QUARTERLY ADJUSTMENTS

Account reconciliation will be completed for variances in the Average Daily Populations (ADP) and other expenses, such as equipment or services purchased by ACH (with prior approval of Livingston County) on behalf of the county. As previously discussed in our response, in 2020 ACH clients were refunded nearly \$1 million as a collective group since ADPs across the board dropped due to COVID. This makes use stand out against our competitors. We do this because it is the right thing to do for our clients.

AVERAGE DAILY POPULATION (ADP)

ADP for a given quarter will be determined from the facility census records. *For billing purposes, the county patient at Livingston County Jail ADP will be 269.* Patients who are not presently incarcerated in the facility should not be counted in the ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.

PER DIEM

Per diem rate(s) are intended to cover additional costs in those instances where minor, short-term changes in the patient population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove reasonable if the patient population grows significantly and is sustained. ACH will request the monthly count for these separate populations on a quarterly basis.

PATIENTS AT LIVINGSTON COUNTY JAIL

When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of county patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.41 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.41 x 91).

ARREARS

Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the county. Payment of the adjusted amount will be due upon receipt of said invoice.

PROPOSAL COST – ADP 269 AT LIVINGSTON COUNTY JAIL

Cost Center	Number of Staff	Hours of Coverage	Proposed Total Annual Cost
Staff Costs			
Practitioner	1	On-site up to 6 hours a week. Schedule determined by mutual agreement between ACH and County.	Inclusive in total price
Medical Staff			
RN – H.S.A.	1	40 hours/week	Inclusive in total price
NURSE / Full Time	5	176 hours/week	Inclusive in total price
NURSE / Part Time	3	48 hours/week	Inclusive in total price
MEDICAL RECORDS CLERK	1	40 hours/week	Inclusive in total price
DENTIST	1	8 hours/month	Pass-through with no Mark up
Mental Health Staff			
OPTIONAL: **QMHP		Available Service	Based on Site Analysis
OPTIONAL: **DISCHARGE PLANNER Only available if QMHP is selected		Available Service	Based on Site Analysis

OPTIONAL: **ADDITIONS PROFESSIONAL Only available if QMHP is selected			
		Available Service	Based on Site Analysis
OPTIONAL: PRN TELEHEALTH MENTAL HEALTH		1 hour minimum	\$150.00 per hour
OPTIONAL: CO-RESPONDER CONSULTANT		Based on Site Analysis	Based on Site Analysis
Other Miscellaneous Costs			
Admin Costs	n/a	n/a	Inclusive in total price
Mental Health First Aid	n/a	n/a	Inclusive in total price
CIERR	n/a	n/a	Inclusive in total price
RubiconMD	n/a	n/a	Inclusive in total price
Total Proposed Annual			\$1,497,583.41

PROGRAM COST BREAKDOWN

MEDICAL COST FOR LIVINGSTON COUNTY JAIL – 269 ADP

Staffing	\$1,322,364.72	88.3%
Administrative Services (medical-malpractice insurance, civil liberties insurance, advertising/recruiting, and admin costs)	\$175,218.69	11.7%
Total	\$1,497,583.41	100%
Monthly	\$124,798.62	

VALUE-ADDED OPTIONS (ALL ITEMS ARE OPTIONAL)

DetainEMR AT LIVINGSTON COUNTY JAIL: Includes 28 user accounts, 1 scanner, 5 laptops, 5 signature pads, and 5 mice.	\$30,436.12 Annually for 3 Years OR \$2,536.34 Monthly for 36 Months
DetainEMR AT LIVINGSTON COUNTY JAIL: If Livingston County Jail will pay the startup costs of \$13,147.50	\$24,867.93 Annually for 3 Years OR \$2,072.33 Monthly for 36 Months



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**REQUEST FOR PROPOSALS
RFP-LC-22-11
INMATE MEDICAL SERVICES**

TECHNICAL PROPOSAL

Due: June 24, 2022, by 2:00 PM

Issued by:
Livingston County Sheriff's Office
150 S. Highland Way
Howell, MI 48843

Advanced Correctional Healthcare, Inc.
FEDERAL TAX ID # 36-4495255
720 Cool Springs Blvd Suite 100, Franklin, TN 37067
(P) 309.692.8100 | (F) 309.214.9977
contracts@advancedch.com

Jessica Young
President and Chief Executive Officer



(309) 550-8166



Jessica.Young@advancedch.com

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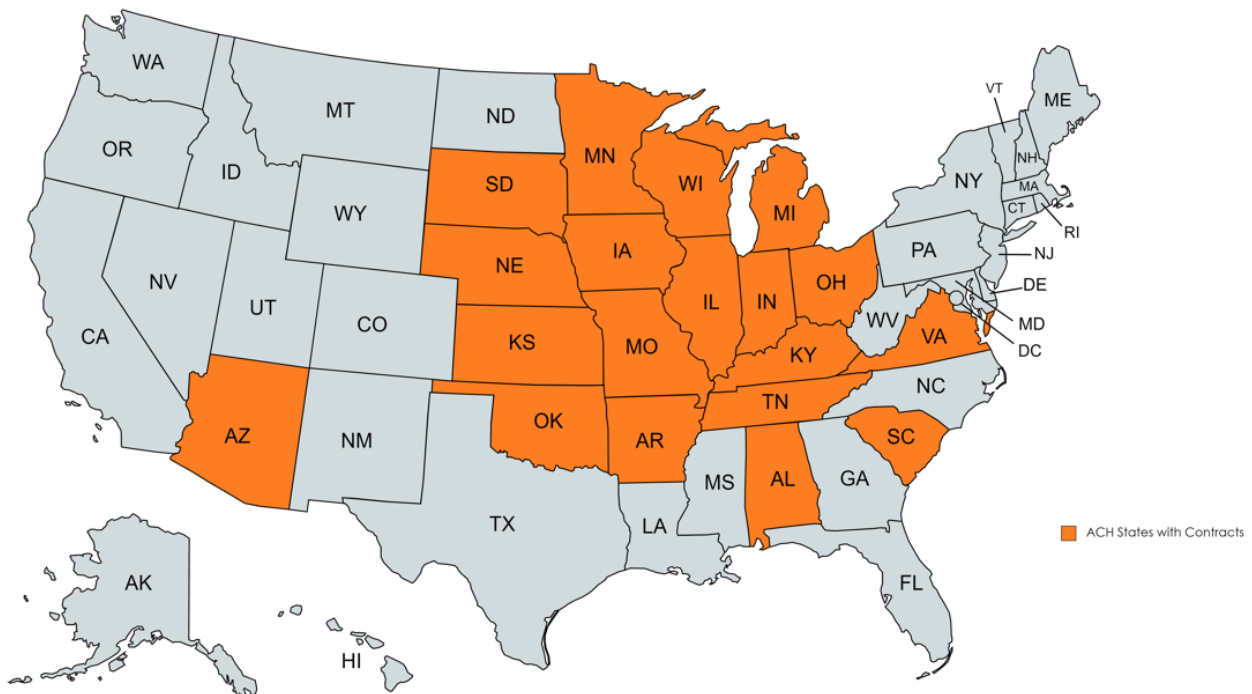
COVER LETTER

June 23, 2022

Livingston County Sheriff's Office
Attn: Cheryl Schub
150 S. Highlander Way
Howell, MI 48843

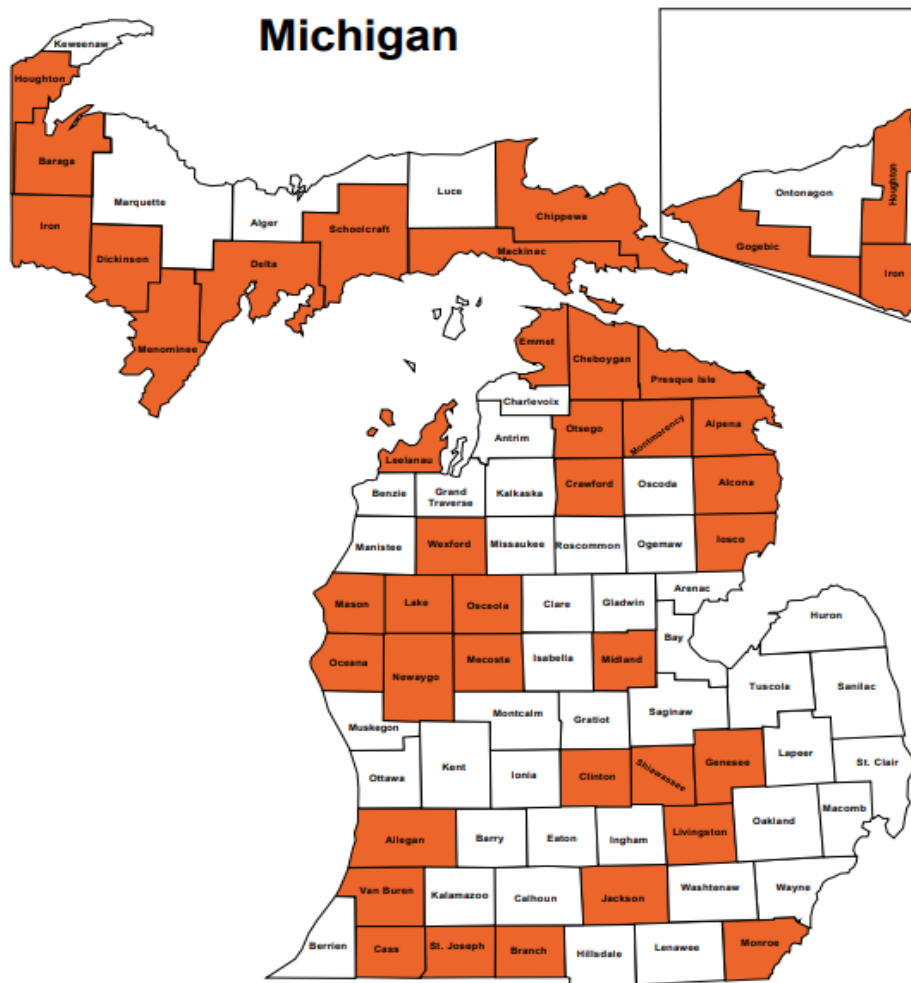
Dear Sheriff Michael J. Murphy, Jail Administrator Lieutenant Tarnesia Pringle, Cheryl Schub, Livingston County Board of Commissioners, and the Evaluation Panel of Livingston County:

Advanced Correctional Healthcare, Inc. (referred to herein as "ACH") is the premier city, county, and regional jail health care provider in the country; we focus only on city, county, and regional jails and youth detention centers. ACH is a woman owned, and women lead corporation located in Franklin, TN that currently, is responsible for providing the daily care for over 35,000 patients, operating in over 320 adult city, county, and regional correctional facilities and 15 youth detention facilities across 19 states.



During our response, you will notice that there are numerous quotes from both patients and our strategic partners. We believe this is an important part of our response because it allows you to hear directly from those entrusted in our care and the administration of jails just like yours. These quotes will be in red font to allow them to stand out in the proposal.

ACH is big enough to provide the requested services, but small enough to give Livingston County that personal touch that our competitors cannot accomplish. We would like to continue to be a partner with the Livingston County Jail (referred to herein as the "LCJ"). We are currently providing services in 42 Counties in Michigan (Highlighted in orange on the map below). ACH also has strong support from Livingston County's neighboring counties of Jackson, Genesee, and Shiawassee counties. We also recently partnered with another county of Oceana, Michigan. ACH started services at their facility on January 1, 2022. We are confident that based upon our experience and knowledge, our custom-tailored proposal response will provide many options and enhancements to meet the county's needs in the most appropriate and cost-effective manner.



In addition to the medical expertise at our corporate office, our corporate office leadership team has over one hundred (100) years of combined experience in the correctional field, ranging from a former correctional officer, a former quality assurance manager (over local, state, and federal inmates/detainees), former jail administrators, former jail superintendents, and a former sheriff. They have provided services to correctional facilities ranging in average daily populations from a hundred (100) to twenty-four hundred (2,400). The Program Consultant over Livingston County is Rachael Wunder.

Sheriff stated, "that you [ACH] haven't even walked thru the door yet and have been so happy and wonderful to work with, if you need a testimonial, I will give it to anyone!"
Michigan Client, 2021

The ACH program will complement the LCJ by providing:

- Critical Incident Employee Rapid Response (CIERR) program for officer wellness. Our mental health company, Freedom Behavioral Health, provides this service because it is the right thing to do for Officer Wellness.
- Mental Health First Aid and medical training for the Livingston County Jail staff.
- Commitment and structured responsiveness to Livingston County communication requests. Our corporate team is available 24/7 by telephone to address any concern or questions you may have about our services.
- ACH will provide medical care and officer wellness programs for the staff members at the facility free of charge.
- ACH will help inmates with connecting to community programs to assist them with their mental health and medical needs prior to release.
- Practitioners (not nurses) are available 24/7 by telephone, including holidays.
- A reduction in the county's liability by minimizing risk and deliberate indifference.

"I can't express the relief supervisors feel with a company that understands the legal aspects in regard to inmate care."
Wisconsin Client, 2021

- High quality services at the best price, effectively providing better stewardship of the county's tax dollars.

- Regular Continuous Quality Improvement (CQI) meetings to provide monthly reporting of the health care services program.
- The Advanced Purchasing Program, allowing deeply discounted items for the county.

ACH is committed to doing the **right thing**, the **right way**, at the **right time**. We would be proud to continue to provide exceptional care for the patients at your facility every day.

The purpose of ACH is to solve problems for our patients, clients, and staff to make their lives easier. ACH recognizes that this is an incredibly vital decision, which will have a direct consequence on the lives of thousands of patients at the LCJ. We believe in providing Livingston County with the finest health care services to those entrusted in your and our care.

ACH has successfully been doing this every day for two decades. Our long-term client retention is a complement to the proven success of our programs. In 2021, ACH retained 96% of their clients.

ACH will continue to help Livingston County meet their responsibilities to provide inmate Medical and Mental Health Care Services to the inmate population at the LCJ. This will help to reduce the county's liability. ACH is committed to minimizing risk and deliberate indifference for the Livingston County Jail.

ACH will demonstrate that we solve critical problems and minimize risk litigation for Livingston County, while providing a fresh look for correctional health care and providing a level of confidence for the Livingston County Jail.

“Obtaining ACH as our provider of medical and then mental health services may have been the best decision, we've made in the management of this facility in the past three years.”

Missouri Client, 2020

ACH understands that we can deliver a health care program that provides better management of the county's money. In 2019 our strategic partners saved more than \$40 million (more than 91%) when ACH re-priced their medical claims. In 2020 ACH clients were refunded nearly \$1 million as a collective group since the Average Daily Populations (ADP) in jails and youth detention centers across the nation dropped due to the COVID-19 pandemic. In Michigan, we refunded approximately \$156,000 to our partners. This makes us different than our competitors which only adjust when ADP goes up beyond the ADP that is agreed upon in the contract. We do this because it is the right thing to do for our clients. Please see the information below for the amount refunded per state.



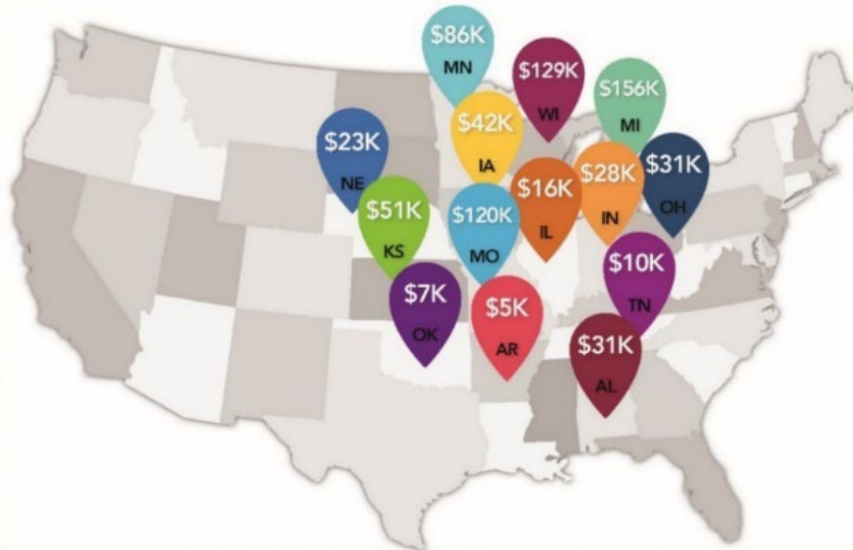
ADVANCED
Correctional Healthcare, Inc.

ACH Reconciles Down

We gave back nearly **\$1MILLION** to our clients in 2020 through reconciling ADP down during the COVID-19 pandemic. ACH is committed to being a good steward of the taxpayers' dollars.

Our clients received...

- | | | |
|----------|-----------|-----------|
| Alabama | Kansas | Ohio |
| Arkansas | Michigan | Oklahoma |
| Illinois | Minnesota | Tennessee |
| Indiana | Missouri | Wisconsin |
| Iowa | Nebraska | |



ACH@ADVANCEDCH.COM • WWW.ADVANCEDCH.COM

ACH looks forward to remaining the healthcare provider at the Livingston County Jail.

"I just left the Missouri Sheriff's Association Jail Administrators conference. EVERY single Sheriff's office that used ACH talked positively about ACH. That does not mean there have not been individual issues, but overall, ACH is doing a good job. Jackson County, Missouri [ADP 930] is the one that I spent most time talking with."

Missouri Client, 2021

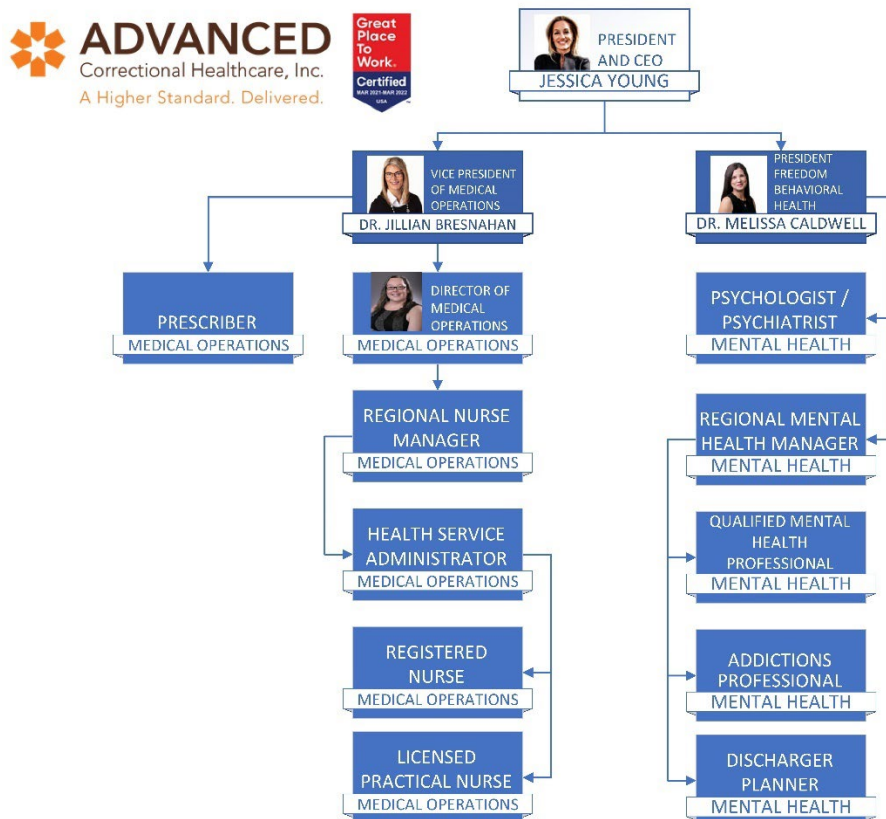
Our management approach is straight forward, transparent and utilizes open communication. Our Corporate Team sets the standard of expectations and responsiveness to our clients concerns and problems when they arise.

“They are quick to address any concerns among staff and they support the administration...”

Missouri Client, 2020

Our Corporate Team members are available 24/7 by telephone to answer and respond to all of our stakeholders’ questions, comments, and concerns.

The Medical Operations Team is properly trained and dedicated to delivering the inmate health care that has continually made ACH the market leader in defining correctional health care in city, county, and regional jails and juvenile detention centers. In addition to providing medical services to the inmates at the facility, ACH will also see the LCJ staff members free of charge for most minor situations such as a sore throat, a headache, an earache, sinuses, etc. as well as providing emergency care while staff are at the facility. The Director of Medical Operations at the Livingston County Jail is Verda Stutzman. She understands how to run a medical unit in a facility the size of LCJ. She is also the Director of Medical Operations at numerous other facilities across the State of Michigan.



Since 2002, ACH has been providing health care to city, county, and regional jails and youth detention centers from population sizes ranging from 10 to 1,400 beds. ACH currently employs more than 1,000 people across the 19 states that we are currently in to provide health care services at city, county, and regional correctional facilities. ACH has consistently been on the forefront of correctional health care trends and practices. We are committed to minimizing risk and deliberate indifference for the LCJ.

ACH recognizes each of our clients are a strategic partnership, which we are honored to be invited to continue to partner and care for the inmate population entrusted in your care.

Each strategic partnership is custom-tailored to the specifics of its agency. *No two agencies are the same, therefore, standard template programs might not necessarily work and could cause unnecessary risk.* ACH is committed to offering a fresh look for correctional health care and providing a level of confidence and satisfaction for Livingston County Jail.

Upon award, ACH is committed to the continuation of program enhancements, which provides value and waste-reduction savings for your facility. Some of these services include the following:

- Quick access to a network of 120 specialty clinician providers – delivering same day consults – improving quality of care and eliminating unnecessary off-site visits and reducing costs. This consultative service has historically led to a reduction in off-site transports. This service helps reduce (but not entirely eliminate) the security concern of the Livingston County Jail Administrator of off-site transports.
- ACH does not require corporate approval for off-sites consultations. We empower our health care team to send patients to the hospital, without having to obtain approval from any Medical Director or corporate officer.
- ACH does not utilize a medication formulary. However, we will communicate with the county whenever an expensive prescription is required to allow the county to make appropriate adjustments. ACH does not use a formulary because of the risk of having to provide a medication that may work for eighty percent of the inmate population, may not work for the other twenty percent. A good example is a formulary for hypertension (High Blood Pressure). If the formulary said to prescribe lisinopril, but the person has kidney failure, this could lead to further damage to the kidneys. With the medical history of the patient, our practitioners might try a different medication for hypertension such as hydrochlorothiazide or acebutolol.
- Civil Rights Insurance is provided to all ACH employees at the Livingston County Jail.
- Medical records are kept current, accurate and readily available.
- COVID19 website to provide current information and recommendations for safety, PPE equipment and latest CDC updates. ACH is here to lend a helping hand during these difficult times. ACH provides a specific COVID-

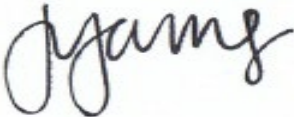
19 website (www.advancedch.com/COVID19). While under contract, ACH will help Livingston County with any future medical pandemic by explaining the best practices for that pandemic for the county employees and those entrusted in our and your care. This program, as referenced below, resulted in the Ford County Kansas Jail having no positive cases of COVID-19 in almost a year after the pandemic was declared in the United States.

*Sheriff Bill Carr said that, to date [January 19, 2021], the jail has not seen one positive case in inmates since the pandemic began and that in a large part is thanks to coordination with the sheriff's office's contract medical provider, Advanced Correctional Healthcare...
Sheriff Bill Carr of Ford County Kansas¹*

Our Problem Solving and Management approach will be refreshing and will successfully meet the stakeholder's objectives for the inmate Healthcare Services program for the Livingston County Jail. We look forward to continuing our partnership.

*"I believe the positive impact your team has had on inmate well-being and officer safety has been incalculable."
Missouri Client, 2021*

Respectfully,



Jessica Young
President and Chief Executive Officer
Advanced Correctional Healthcare, Inc.
(309) 550-8166 (Cell Phone)
Jessica.Young@Advancedch.com (e-mail)

¹ From the Dodge City Daily Globe Article found at the following website:
<https://www.dodgeglobe.com/story/news/local/2021/01/19/how-ford-county-sheriffs-office-has-dealt-covid-19/4211710001/>

BID RESPONSES TO SCOPE OF SERVICES AND PRICING SCOPE OF WORK/SPECIFICATIONS

The vendor shall provide the healthcare and management services at the Jail. These services shall be at the vendor's cost in exchange for compensation by the County.

FACILITY/POPULATION DEMOGRAPHICS

The Livingston County Jail has a 411-bed rated daily capacity. The Livingston County Jail is a full-service corrections facility, serving only adult offenders. The current Medical Statistical Summary is as follows:

- The average daily population (ADP) of the facility on September 15, 2021, was 269.
- The number of federal inmates on September 15, 2021, was 59 and is included in the ADP average above. The average gender makeup is 75% male and 25% female.
- 2021 - there were 1425 physical assessments
- 2021 - there were 1988 sick calls with doctor/nurses
- 2022 – through April 30th there have been:
 - a. 516 physical assessments
 - b. 734 sick call encounters with doctor/nurses
 - c. 26 dental exams
 - d. 39 emergency room visits
- Various Medical Policies & Procedures are in ATTACHMENT D. They include the following:
 - a. Medical Health Care, Policy # 4(c)1
 - b. Medical Payment, Policy # 4(c)3
 - c. Release of Medical Information, Policy # 4(c)6
 - d. Medication Disposal, Policy # 4(c)8
 - e. Health Record Format and Content, Policy # J-H-01
 - f. Hunger Strikes, Policy # 4(c)11
 - g. HIPPA, Policy # 4(c)12
- Weekly Inmate Healthcare services are currently staffed on an 18-hour / 7-day coverage as follows:
 - a. Health Services Administrator - 40 hours
 - b. Registered Nurse (RN) - 96 hours
 - c. Medical Assistant/Medical Records Clerk - 40 hours
 - d. Licensed Practical Nurse (LPN) – 124 hours
 - e. Physician – 6 hours
 - f. Dentist - on-site 8 hours per month (varies)

The Livingston County Sheriff's Office, Jail Division, makes no representation of any kind with respect to the anticipated average length of stay or the average daily population during the period covered by any agreement for the provision of health care services.

ACH agrees to the requirements in this section of the Request for Proposal. Please refer to our staffing matrix on pages 21 to 22.

The selected vendor(s) will collaborate with the Livingston County Sheriff Department - Jail Division in the development, maintenance and annual review of administrative and operational policies and procedures relative to medical care. The County reserves the right to approve policies and procedures of the vendor. The policies and procedures shall be designed to meet National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) guidelines and State of Michigan Statutes.

ACH agrees to the requirement in this section of the Request for Proposal. ACH believes that connections are the foundation to collaboration, so we practice working together and breaking down those barriers that prevent organizations from working together. ACH will collaborate with the Sheriff Department – Jail Division in developing and maintaining the policies and procedures. The ACH policies and procedures follow the criteria of the NCCHC and the ACA guidelines.



In addition, ACH endeavors to deliver high quality health care services that may be audited against the established guidelines of both the American Correctional Association (ACA) and the National Commission on Correction Health Care (NCCHC) with the understanding that unless the county seeks to obtain and pay for ACA and/or NCCHC accreditation, the facility will not pass such audit. ACH has a Regulatory Coordinator, Robert Malloy who has served in variety of roles over his past 15 years in corrections with expanding leadership responsibilities. He has held positions as Regional Director of Operations where he monitored and maintained all aspects of operations, sales, and marketing for his territory, while providing guidance for executive decision making. Mr. Malloy previously served as Director of Accreditation and Operational Compliance at the corporate level, where he was responsible for ensuring that nearly 500 jails across the country maintained NCCHC and ACA accreditation. He has also served as Health Services Administrator at the Davidson County Sheriff's Office in Nashville, Tennessee.

“We have confidence in their ability to make sound decisions regarding the care of our inmates...”

Missouri Client, 2020

Our Founder (Dr. Johnson), President/CEO (Jessica Young), Vice President of Medical Operations (Dr. Bresnahan), President of Freedom Behavioral Health Services (Dr. Caldwell) and Regional Mental Health Manager (Kelsey Gossett) are regular NCCHC speakers.

Jessica Young, Esq. also sits on the NCCHC Young Professionals committee, whose goal it is to recruit young professionals into the correctional health care industry.

While our team is primarily involved with NCCHC, we are also familiar with ACA accreditation.

“I can leave the jail knowing our correction officers will have wonderful, professional, and reliable help when needed.”

Michigan Client, 2020

The ACH program can be audited against current Immigration and Custom Enforcement (ICE) and Juvenile Detention Alternatives Initiative (JDAI) standards. Our years of strategic partnership with other counties makes ACH properly qualified to understand the nuances and meet the needs of the SITE.

“They provide a service to the facility that I do not have to worry about.”

Kansas Client, 2020

STAFFING

The CONTRACTOR shall provide or arrange for the provision of Health Care Staff necessary to render the health care services contemplated in Section 1.3.

1. Registered Nurse (RN) performing on-site nursing duties for ninety-six (96) hours per week.
ACH agrees to the requirements in this section of the Request for Proposal. Please refer to our staffing matrix on pages 21 to 22. ACH staffs our more than 320 plus facilities with a rate of 98.4%. Our practitioners, nurses, and mental health team will be on-site providing the coverage that Livingston County deserves!
2. Health Services Administrator (HSA) forty (40) hours per week.

ACH agrees to provide the services requested in this section of the Request for Proposal. Please see ACH's staffing matrix on pages 21 to 22.

3. Licensed Practical Nurse (LPN) performing on-site nursing duties required by this Agreement for one hundred twenty-four (124) hours per week.
ACH agrees to the requirements in this section of the Request for Proposal. Please refer to our staffing matrix on pages 21 to 22. These hours are included in the nurse hours of the matrix.
4. Physician shall be on-site a total of six (6) hours per week performing physician services as well as overseeing all medical services at the Jail. The physician shall be in charge of overseeing sick call, reviewing charts, and signing off on all medical decisions.
ACH agrees to the requirements in this section of the Request for Proposal. Please refer to our staffing matrix on pages 21 to 22.
5. Mobile Dental Services shall be provided on-site once per month for a total of eight (8) hours.
ACH recognizes that it has been extremely difficult obtaining a dentist for the Livingston County Jail. We have contracted with a vendor who has setup the dental equipment and is in the process of recruiting a dentist. ACH will not include this service in our pricing proposal but will offer this as a pass-through service with no mark up on the dental service.
6. Medical Assistant/Medical Records Clerk (MA/MRC) shall be on-site forty (40) hours per week to perform administrative duties in conjunction with maintaining medical records.
ACH agrees to the requirements in this section of the Request for Proposal. Please refer to our staffing matrix on pages 21 to 22.
7. Under CONTRACTOR'S medical staff's immediate supervision, the MA/MRC shall organize and maintain medical records by collecting information about patients. The information shall include test results, diagnosis, exam results, recommended treatments, prior medical history, and other relevant data. The MA/MRC shall ensure the Jail's Inmate/Detainee medical records are well-organized and be able to provide quality reports. The MA/MRC must also maintain security and accuracy of the records as required by this Agreement and deliver records as requested.
ACH agrees to the requirements in this section of the Request for Proposal. Please refer to our staffing matrix on pages 21 to 22.

8. Other:

- a. Additional hours shall be provided if mutually agreed upon by both parties in writing. Above referenced hours are for actual hours worked and shall not include any time for paid leave.
ACH agrees to the requirements in this section of the Request for Proposal.
- b. Vendor shall have a physician and/or nurse on-call 24 hours per day, 7 days per week.
ACH agrees to the requirements in this section of the Request for Proposal. ACH's practitioners are on call 24/7.
- c. The total hours provided may be subject to change as determined by mutual written agreement of the Sheriff's Office and vendors authorized personnel. Should any part of the original terms of the contract change, an amendment to the contract is required by the County.
ACH agrees to the requirements in this section of the Request for Proposal.
- d. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as mutually agreed upon between the Sheriff and Vendor. Should any part of the original terms of the contract change an amendment to the contract is required by the County.
ACH agrees to the requirements in this section of the Request for Proposal.
- e. If the awarded vendor does not provide the number of hours that are contracted for, the County will receive a credit for the monetary value of that loss of service plus 20%.
ACH takes a minor exception to the above requirement. ACH takes exception to any penalties or liquid damages for shortages on staffing. ACH will agree to credit the County for vacancies. This credit will be the salary of the vacant position. ACH is proud that we staff our over 320 facilities at 98.4%. However, vacancies do occur, and we strive to fill them as soon as possible with a quality candidate.
- f. Dental Services – During the term of this contract Livingston County may acquire an on-site dental suite which may provide different options for dental service providers beyond mobile dental services.

ACH recognizes that it has been extremely difficult obtaining a dentist for the Livingston County Jail. We have contracted with a vendor who has setup the dental equipment and is in the process of recruiting a dentist. ACH will not include this service in our pricing proposal but will offer this as a pass-through service with no mark up on the dental service.

- g. **STAFFING CHANGES.** The vendor shall not make any staffing changes without prior notice to the Sheriff or designee. In recognition of the sensitive nature of the correctional services, if Sheriff or designee becomes dissatisfied with any health care personnel provided by the vendor, the vendor shall, following written notice from the Sheriff or designee of dissatisfaction and the reasons, therefore, exercise its best efforts to resolve the problem. If the problem is not resolved to the Sheriff or designee's satisfaction within ten (10) days, the vendor shall remove the individual about whom the Sheriff or designee has expressed their dissatisfaction. Should removal of an individual become necessary, the vendor will be allowed reasonable time (no more than 30 days), with exceptions to nursing and physician to find an acceptable replacement. If, in the sole judgment of the Sheriff or designee, immediate removal of any health care provider personnel is necessary, that person shall be removed and replaced at once. If an employee of the vendor violates one of the Sheriff's or County's policies that would result in severe disciplinary action, up to, and including termination of a County employee, then the vendor agrees the Sheriff or designee holds the right to request removal of the vendors' employee for the same act. In this circumstance, the vendor agrees not to charge for services performed by vendor's employee until a replacement is hired and commences work at the Jail or the hours are otherwise fulfilled in a manner satisfactory to the Sheriff or designee.
 - i. **HIRING COUNTY EMPLOYEES:** The vendor shall not hire any County employee for any of the required services without the County's written approval.
 - ii. **SPECIFIC STAFFING SERVICES:**
 - **Assessment:** The vendor shall provide health assessment of an inmate or detainee as soon as possible, but no later than fourteen (14) calendar days after the inmate's arrival. The health assessment shall follow the guidelines of the NCCHC current standards.

- **Scheduled Sick Call:** The vendor shall provide qualified healthcare professional to conduct sick calls on a timely basis and in a clinical setting. A physician will be available to see inmates at least once a week.

ACH agrees to the requirements in this section of the Request for Proposal.

Staffing Matrix

The ACH staffing matrix is designed to run the program at an efficient level. ACH recognizes that the staffing levels shall be reviewed, explained, and discussed with the Sheriff and the Administration. The final staffing plan will be determined by Livingston County with consultation with ACH.

If Livingston County becomes dissatisfied with any health care personnel provided by the ACH, in recognition of the sensitive nature of correctional services, ACH will, following written notice from the Livingston County of dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to Livingston County, ACH will remove the individual about whom the county has expressed dissatisfaction. Should removal of an individual become necessary, ACH will be allowed reasonable time to find an acceptable replacement. If, in the sole judgement of the county, immediate removal of any health care personnel is necessary, those personnel shall be removed and replaced forthwith.

The ACH staffing matrix program was staffed using the average daily population of 269 inmates at the Livingston County Jail. If an alternative staffing plan for a different ADP is requested after review, ACH is happy to provide additional staffing plans to match the facility's current ADP.

Livingston County Jail Staffing Plan (ADP 269):

			Week 1 Hours									Week 2 Hours									Total Hours		
Position Type	Position	Shift or Hours	S	M	T	W	T	F	S	Total Week 1	S	M	T	W	T	F	S	Total Week2	Pay Period	Annual	FTE		
Practitioner	Practitioner	On-Site up to 6 hours per week until task is complete. Schedule determined by mutual agreement between ACH and County.								6								6	12	312	0.15		
H.S.A.	Nurse	8:00 AM – 5:00 PM		8	8	8	8	8		40		8	8	8	8	8		40	80	2,080	1.0		
Nurse	Nursing FT	6:00 AM – 6:30 PM	12			12	12			36		12	12				12	36	72	1,872	0.9		
Nurse	Nursing FT	6:00 AM – 6:30 PM		12	12				12	36	12			12	12			36	72	1,872	0.9		
Nurse	Nursing FT	6:00 AM – 2:30 PM	8		8	8		8		32		8	8	8		8		32	64	1,664	0.8		
Nurse	Nursing PT	6:00 AM – 6:30 PM						12		12						12		12	24	624	0.3		
Nurse	Nursing PT	6:00 AM – 2:30 PM		8			8		8	24	8				8		8	24	48	1,248	0.6		
Nurse	Nursing FT	11:30 AM – 12:00 AM	12			12	12			36		12	12				12	36	72	1,872	0.9		
Nurse	Nursing FT	11:30 AM – 12:00 AM		12	12				12	36	12			12	12			36	72	1,872	0.9		
Nurse	Nursing PT	11:30 AM – 12:00 AM						12		12						12		12	24	624	0.3		
Medical Records Clerk	Medical Records Clerk	8:00 AM – 5:00 PM		8	8	8	8	8		40		8	8	8	8	8		40	80	2,080	1.0		
Dentist	Dentist	On-Site up to 8 hours per month until task is complete. Schedule determined by mutual agreement between ACH and County								2								2	4	104	0.05		
OPTIONAL: QMHP*	OPTIONAL: QMHP	On-Site Schedule determined by mutual agreement between ACH																					

and obtain approval from the Sheriff's Office for specialty services prior to the arrangement of services. The services shall be performed on site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on site, the vendor shall arrange and coordinate with the Sheriff's office transportation for the provisions of such services off-site. The Sheriff's office will be responsible and bear the cost of transporting inmates and/or detainees to the vendor's designated facilities for the approved specialty service.

ACH agrees to the requirement in this section of the Request for Proposal. Please refer to our response above so as not to be redundant.

MEDICAL RECORDS MANAGEMENT

The vendor shall provide the following medical records management:

The vendor shall maintain, cause, or require the maintenance of complete and accurate medical records for the Jail population who have received health care services. The medical records shall be kept separate from the inmate's or detainee's confinement record. A complete original of the applicable medical record shall be available to accompany each inmate or detainee who is transferred from the Jail to another location for off-site services or transferred to another institution. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, the vendor shall comply with applicable laws and the Sheriff's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by the vendor except as provided by the Sheriff's policy, by court order or otherwise in accordance with applicable law. At expiration of the contract period, all medical records shall be delivered to and remain with the Sheriff as property of the Sheriff's office.

ACH agrees to the requirement listed in this section of the Request for Proposal. All inmates will have a medical record which will be kept up to date. The record shall accompany the inmates at health encounters and will be forwarded to the appropriate facility in the event of transfer upon request of the County. Access to medical/dental records will always be controlled by healthcare personnel and all rights concerning the confidentiality of the medical records will be followed. All transcribing and filing of information in the medical/dental record will be done by professional nurses or trained medical records clerk. The medical records always will remain the property of the County.

HIPAA COMPLIANCE

Each medical record shall be maintained in accordance with the laws in the State of Michigan and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any other state or federal privacy statute or regulation.

ACH agrees to the requirement in this section of the Request for Proposal.

AVAILABILITY OF RECORDS

The vendor shall make available to the Sheriff or County, unless otherwise specifically prohibited, at the Sheriff's or County's request, all records, documents, and other papers relating to the direct delivery of health care services to the Jail population.

ACH agrees to the requirement in this section of the Request for Proposal.

AMBULATORY SERVICE

In the event that ambulatory service is required, the county shall bear all costs for persons covered under this agreement.

ACH agrees to the requirement in this section of the Request for Proposal.

PHARMACY

The vendor shall provide monitoring of pharmacy usage and security and control of on-site medications. Livingston County has a locked pharmacy room with key card access for this purpose. The vendor shall provide their formulary if they use one as part of the bid and if so, must work to develop a formulary agreeable to both parties.

1. General: Prescriptions, dispensing, and administration of medication shall comply with all State and Federal laws and regulations and shall be dispensed under the supervision of the duly authorized, appropriately licensed, or certified health care provider.

ACH agrees to the requirement requested in this section of the Request for Proposal. ACH utilizes a cost-effective, correctional-sound pharmacy for inmate medications that are provided through a correctional pharmaceutical vendor. A backup community pharmacy system is also available as needed. Stock legend medication is available on-site for urgent medication needs. ACH does not use a formulary. However, if an expensive prescription is required, we will contact the County Administration so that appropriate measures may be made. ACH does not use a formulary because of the risk of having to provide a medication that may work for eighty percent of the inmate population, may not work for the other twenty percent. A good example is a formulary for hypertension (High Blood Pressure). If the formulary said to prescribe lisinopril, but the person has kidney failure, this could lead to further damage to the kidneys. With the medical history of the patient, our practitioners might try a different medication for hypertension such as hydrochlorothiazide or acebutolol. This is one of the reasons ACH saves the lives of the inmates entrusted into your care and ours. Please see the section ACH Saves Lives on pages 100 to 103 of our response.

2. Medications for the treatment of HIV, Hep C and Biological shall be defined in accordance with the Physician's Desk Reference.

ACH agrees to the requirement in this Section of the Request for Proposal.

PATHOLOGY AND RADIOLOGY SERVICES

The vendor shall arrange all pathology and radiology services (also referred to as laboratory and x-ray services). Services shall be performed on site. To the extent specialty care is required and cannot be rendered on site, the vendor will arrange and coordinate with the Sheriff's Office the transportation for the provisions of such services off-site. The Sheriff's Office will be responsible for and bear the cost of transporting inmates to off-site facilities for pathology and radiology services. ACH agrees to provide the services requested in this section of the Request for Proposal. ACH will conduct on-site mobile services when feasible to reduce the number of off-site referrals. Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. In the event an inmate requires the services of a medical specialist, ACH will plan and coordinate the delivery of the specialist's visits off-site.

ACH partners with a network of 120 specialists to provide consultation to our site practitioners via a web-based application in order to increase access to specialty level care. This consultative service has historically led to a reduction in off-site transports. This provides ACH with delivering same day consults which in turn improves quality of care and eliminates unnecessary off-site visits and reducing unnecessary costs.

SUPPLIES – MEDICAL, DENTAL, AND MISCELLANEOUS

The vendor shall provide and bear the cost for all medical supplies required for the Jail. Medical supplies shall be defined as all medical equipment and commodity items with a unit cost of \$100.00 or less.

ACH will work with the County to ensure adequate equipment is available. ACH will replace vendor provided equipment when, in our determination, that the equipment needs to be replaced. ACH has been in the correctional medical field for twenty (20) years and understands that the lifecycle for equipment varies based on use and age. ACH will replace up to \$5,000 per year in medical equipment.

MEDICAL WASTE

The vendor will remove and bear the cost of dispensing of medical waste material according to all applicable state laws and OSHA-regulated standards, as generated within the operation of these services.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH will provide, in compliance with all federal, state, and local laws and regulations, for the appropriate management and disposal of contaminated waste resulting from its services including needles, syringes, medications, and other materials used in the treatment of inmates.

COLLECTION OF PHYSICAL EVIDENCE

1. The vendor will collect physical evidence when the request is accompanied by a written court order or legal consent of a person in lawful custody.
2. The vendor will provide specimens to the Sheriff or the court-designated representative for necessary testing and completion of lab requisition.
3. The vendor will provide test results to individuals in a confidential setting and distribute education and health materials provided by the Livingston County Department of Public Health.

ACH agrees to the requirements in this section of the Request for Proposal.

ADMINISTRATIVE SERVICES INCLUDED

HEALTH EDUCATION AND TRAINING

The vendor shall conduct ongoing health education program and training to the LCSO as follows but not limited to:

- a. Suicide Prevention
- b. Mental Health Education
- c. Communicable Diseases
- d. Other Classes as deem appropriate

ACH will provide specialized training to correctional officers in symptom recognition, mental health first aid, suicide prevention activities, de-escalation techniques, sick call request protocols, universal precautions and addressing clinical emergencies. These services are provided free of charge to those that are assigned to the LCJ.

ACH staff, along with the LCJ staff will participate in an annual training on an infectious disease control program to include Blood Borne Pathogen and a critical incident program to use in case of an emergency.

In-service training for all Livingston County facility staff to be conducted when requested but typically will not exceed a quarterly session during squad meetings, lasting less than thirty minutes per shift.

HEALTH CARE REPORTS

The vendor shall provide to the Sheriff and/or his designee(s) concerning the overall operation of the health care services program, and general health of the person committed to the jail, in the following reports:

a. **Monthly Medical Statistics Reports**

- **Monthly Off-site Services Report** – A Monthly Summary Report that categorizes the type of service provided and the total monthly and Year-To-Date off-site expenses by category identify actual cost and estimated cost with monthly grand totals. Attached to the monthly Summary Report shall be a Detailed Report indicating the following: Date of Service, Time of Service and Reason for off-site visit. Identify actual cost and estimated cost with monthly totals.

- **Monthly Pharmacy Statistics** – Monthly and Year-To-Date report that summarizes by category as well as the quantity dispensed of each drug. The Vendor shall identify what is actual cost and estimated cost.

The above reports shall be in such form and contain details as agreed upon by both parties. All monthly reports shall be furnished to the Jail Administrator no later than thirty (30) days after the end of each month.

ACH agrees to provide the sheriff with monthly statistical reports.

ACH conducts a comprehensive quality improvement program on-site to evaluate and review the quality, timeliness and appropriateness of the care provided to incarcerated patients. ACH prefers that the meetings are done quarterly to allow enough data to be collected but will do them monthly as requested in the Request for Proposal. CQI meetings encourage ongoing data collection of the

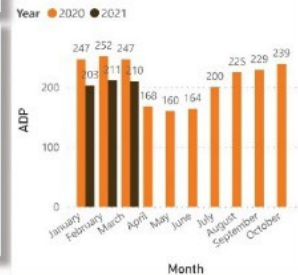
quantity and types of medical conditions and chronic illnesses we expect to see in correctional facilities. The CQI meetings also review significant issues, changes and provide feedback to the health care program. CQI reports may include suggestions for corrective action plans, preventative, or remedial actions based on analyzing the reports' data. Please see the sample CQI Reports below:

County Sheriff's Department

Jail Stats

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Average of ADP	203	211	210								208
Illness Report Completed	11	0	5								16
Medical Grievances	6	0	0								6
2020											
Average of ADP	247	252	247	168	160	164	200	225	229	239	213
Illness Report Completed	0	0	0	0	0	0	0	0	0	0	0
Medical Grievances	2	3	2	0	1	3	6	2	1	1	21

ADP by Month and Year



Jail Stat Comments

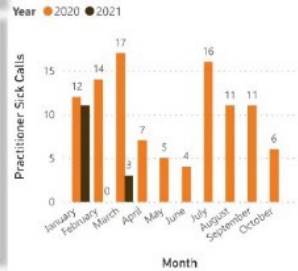
02-22-2021 - high bp in middle of night
 02-26-2021 - SOB, Came in on O2
 03-17-2021 - Body aches, sick; 03-16-2021 Inhaler Use. 03-08-2021 - 1 used inhaler during night shift. 03-02-2021 - seizure.

County Sheriff's Department

ACH In-House Health Care Activity

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Practitioner Sick Calls	11	0	3								14
Psychiatrist/Psychiatric NP	0	2	0								2
Chronic Clinic Visits	6	6	2								14
Dentist Visits	0	12	0								12
2020											
Practitioner Sick Calls	12	14	17	7	5	4	16	11	11	6	103
Psychiatrist/Psychiatric NP	0	0	0	0	0	0	0	0	0	0	0
Chronic Clinic Visits	6	3	3	0	2	1	1	4	4	3	27
Dentist Visits	0	16	0	6	0	12	11	8	0	9	62

Practitioner Sick Calls by Month and Year



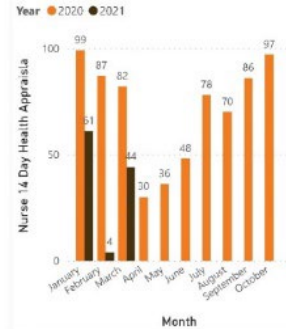
ACH Activity Comments

01-22-2021 CCC - seizures, CCC - HTN.

County Sheriff's Department

Nursing

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Nurse 7 Day Health Appraisal	0	0	0								0
Nurse 14 Day Health Appraisal	61	4	44								109
Number of Days Behind on Health Appraisal	3	0	0								3
Nursing Initial Sick Calls	151	71	70								292
Nursing Follow-Ups	108	3	22								133
Nursing Emergency On-Site	4	0	1								5
Detox Withdrawals	35	1	10								46
2020											
Nurse 7 Day Health Appraisal	0	0	0	0	0	0	2	0	0	0	2
Nurse 14 Day Health Appraisal	99	87	82	30	36	48	78	70	86	97	713
Number of Days Behind on Health Appraisal	0	0	0	0	0	0	0	0	0	0	0
Nursing Initial Sick Calls	145	138	123	73	62	67	93	73	113	79	966
Nursing Follow-Ups	33	26	43	22	4	39	6	23	8	7	211
Nursing Emergency On-Site	0	1	0	0	0	1	1	3	0	1	7
Detox Withdrawals	6	5	4	4	5	4	6	3	6	4	47



Nursing Comments

02-15-2021 2 medical emergencies call to 2 different inmates' cells for chest pain & suspected high BP.

02-27-2021 - 2 more withdrawing from opiates.

03-16-2021 - annual med hx (365+ days).

County Sheriff's Department

Mental Health

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Observation Status	9	18	5								32
Segregation Rounds	6	12	31								49
Other Contacts	0	0	11								11
Group Contacts											
Total # Pts That Were Single-Celled	6	30	31								67
# of Pts That Went From Seg to GP	1	0	1								2
Suicide/Self-Harm Attempts Requiring Hospital Eval	0	0	1								1
Suicide/Self-Harm Attempts Not Requiring Hospital Eval	0	1	1								2
2020											
Observation Status	6	6	5	9	9	12	14	22	15	18	116
Segregation Rounds	0	0	0	0	0	0	0	0	0	0	0
Other Contacts	4	3	6	1	0	5	3	4	1	2	29
Group Contacts											
Total # Pts That Were Single-Celled	0	0	0	0	0	0	0	0	0	0	0
# of Pts That Went From Seg to GP	0	0	0	0	0	0	0	0	0	0	0
Suicide/Self-Harm Attempts Requiring Hospital Eval	0	0	0	0	0	0	0	0	0	0	0
Suicide/Self-Harm Attempts Not Requiring Hospital Eval	0	0	0	0	0	0	0	0	0	0	0

Mental Health Comments

01-26-2021 - due to possible seizures earlier in day 01-22-2021 inmate in observation due to laceration to face, per ER doctor. 01-19-2021 - 1 in observation due to release from ER earlier today due to OD, 1 single celled due to stating he rested positive for Covid at another jail. The jail was called and inmate was not tested and did not c/o any s/s. 01-16-2021 inmate on suicide precautions released by QMHP. 01-15-2021 inmate on suicide precautions. 01-14-2021 1 inmate on checks due to opiate OD, 1 inmate on suicide precautions.

02-22-2021 - 1 Refusal

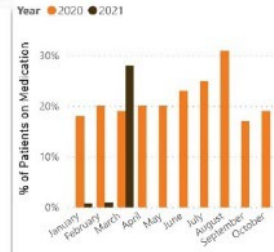
03-15-2021 - 4 Refusals

County Sheriff's Department

Medication

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Total Number of Medication Verifications Completed	4	4	6								14
% of Patients on Medication	1%	1%	28%								10%
% of Patients on Medication Errors	0%	0%	14%								5%
Medication Errors	0	0	0								0
2020											
Total Number of Medication Verifications Completed	0	0	0	0	0	0	0	0	0	0	0
% of Patients on Medication	18%	20%	19%	20%	20%	23%	25%	31%	17%	19%	21%
% of Patients on Medication Errors	9%	9%	9%	10%	11%	11%	12%	16%	11%	10%	11%
Medication Errors	0	0	1	0	0	0	0	0	1	0	2

% of Patients on Medication by Month and Year



Medication Comments

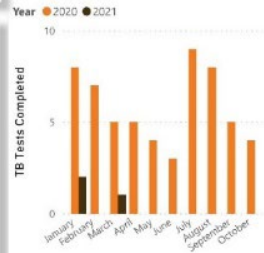
01-28-2021 - Inmate from prison with meds. 01-05-2021 - IDDM brought in insulin pens.
02-24-2021 - Med Error : failure to sign MAR on med given.

County Sheriff's Department

Radiology/Labs

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Diagnostic Procedures	5	1	1								7
Point of Care Tests	13	0	2								15
Lab Testing Sent Off Site	9	12	7								28
TB Tests Completed	2	0	1								3
2020											
Diagnostic Procedures	6	3	3	3	3	2	4	3	3	3	33
Point of Care Tests	2	2	5	3	2	1	3	3	4	2	27
Lab Testing Sent Off Site	4	3	7	4	0	8	4	3	0	8	41
TB Tests Completed	8	7	5	5	4	3	9	8	5	4	58

TB Tests Completed by Month and Year



Radiology Comments

01-28-2021 - 1 abd u/s Mobilex & NBSP. 1-22-21 - X-ray of knee, lumbar spin. 01-12-2021 - foot x-ray, paranasal x-ray.
02-27-2021 femur x-ray
03-08-2021 - Mobilex - ankle x-ray

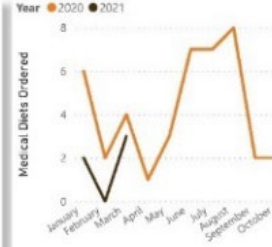
Laboratory Comments

County Sheriff's Department

Nutrition/Respiratory

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Medical Diets Ordered	2	0	3								5
Nebulizer Treatments Administered	1	0	0								1
Oxygen Therapy	0	0	0								0
CPAP Therapy	0	0	0								0
2020											
Medical Diets Ordered	6	2	4	1	3	7	7	8	2	2	42
Nebulizer Treatments Administered	3	0	0	0	0	0	1	1	1	4	10
Oxygen Therapy	0	0	0	0	0	0	0	0	0	0	0
CPAP Therapy	0	0	0	0	0	0	0	0	0	0	0

Medical Diets Ordered by Month and Year



Nutritional Services Comments

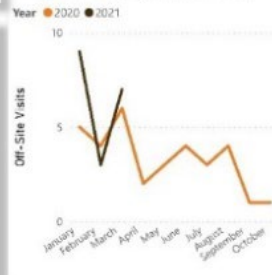
Respiratory Therapy Comments

County Sheriff's Department

Transfers to ER/Hospitalizations

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Transfers to ER			2								2
Admissions	2	0	1								3
Days in Hospital	11	0	1								12
Off-Site Visits	9	3	7								19
Total Deaths	0	0	0								0
2020											
Transfers to ER	1		5	2	0		6				14
Admissions	0	0	0	0	0	0	0	0	0	0	0
Days in Hospital	0	0	0	0	6	0	1	6	3	0	16
Off-Site Visits	5	4	6	2	3	4	3	4	1	1	33
Total Deaths	0	0	0	0	0	0	0	0	0	0	0

Off-Site Visits by Month and Year

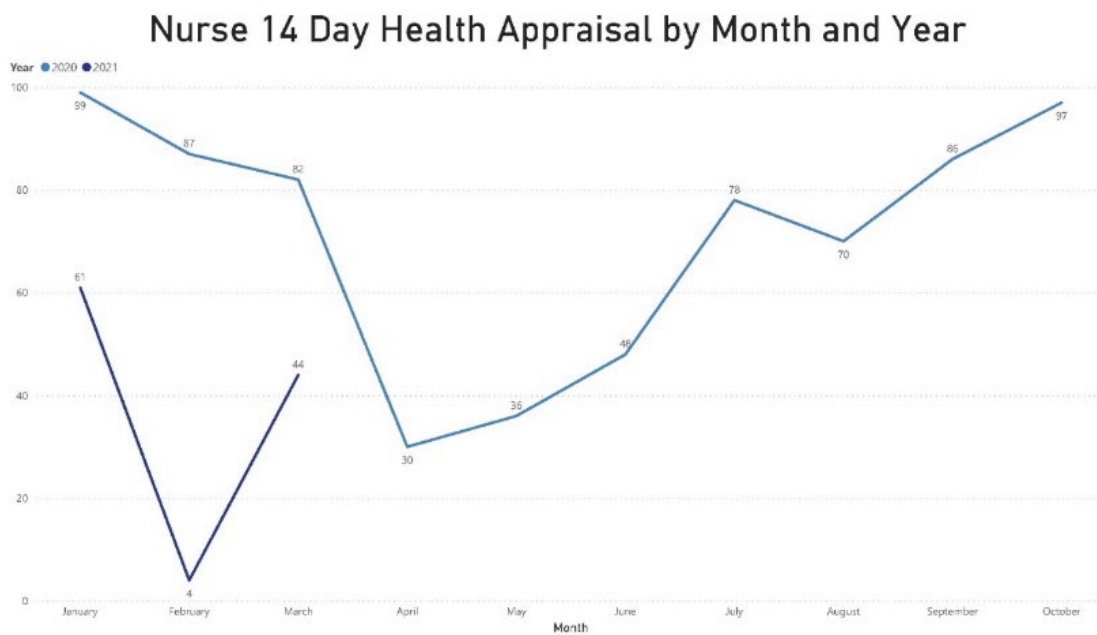
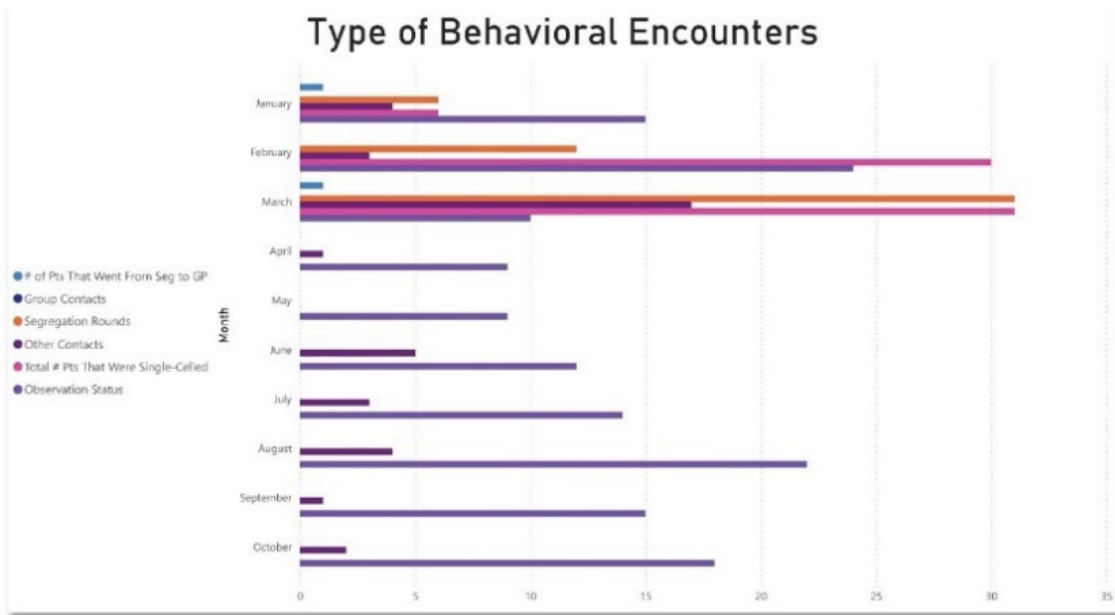


County Sheriff's Department

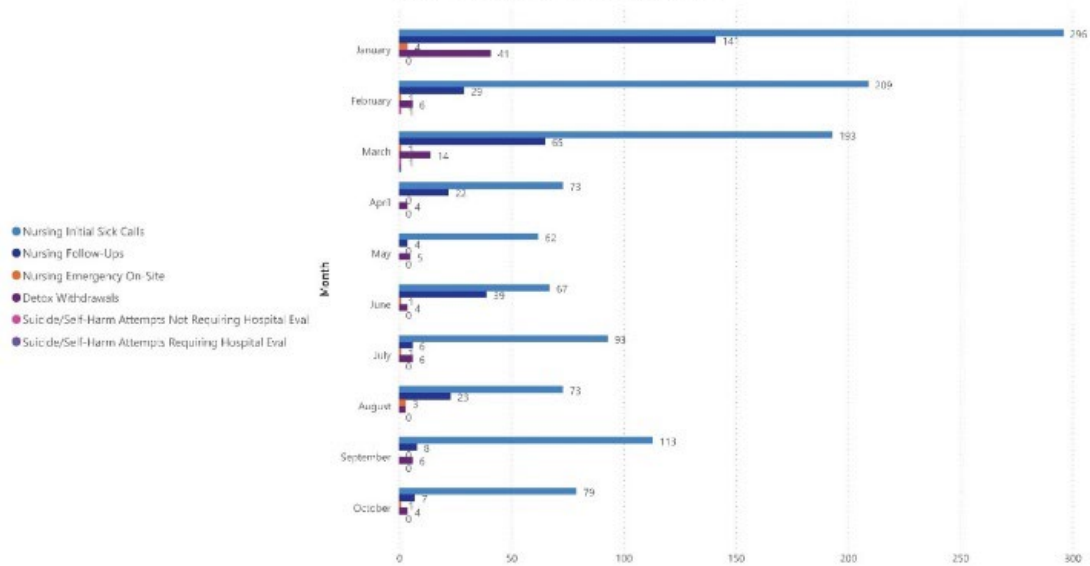
Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Asthma	9	3	7								19
Diabetes	8	0	12								20
Hypertension	5	0	6								11
Hypertension	26	2	25								53
HIV	3	0	1								4
Mood Disorders and Psychotropic Disorders	21	4	31								56
Health Department Reportable	0	0	0								0
TB	2	0	0								2
2020											
Asthma	6	4	3	3	4	3	6	4	0	6	39
Diabetes	6	6	5	3	5	7	7	6	0	11	56
Hypertension	0	2	3	0	3	3	3	3	0	9	26
Hypertension	10	9	10	14	13	12	12	15	0	12	107
HIV	0	0	0	1	0	0	1	4	0	18	24
Mood Disorders and Psychotropic Disorders	25	20	21	22	20	26	30	35	0	31	230
Health Department Reportable	0	0	0	0	0	0	0	0	0	0	0
TB	0	0	0	0	0	0	0	0	0	0	0

Off-Site Referrals To Specialist Comments

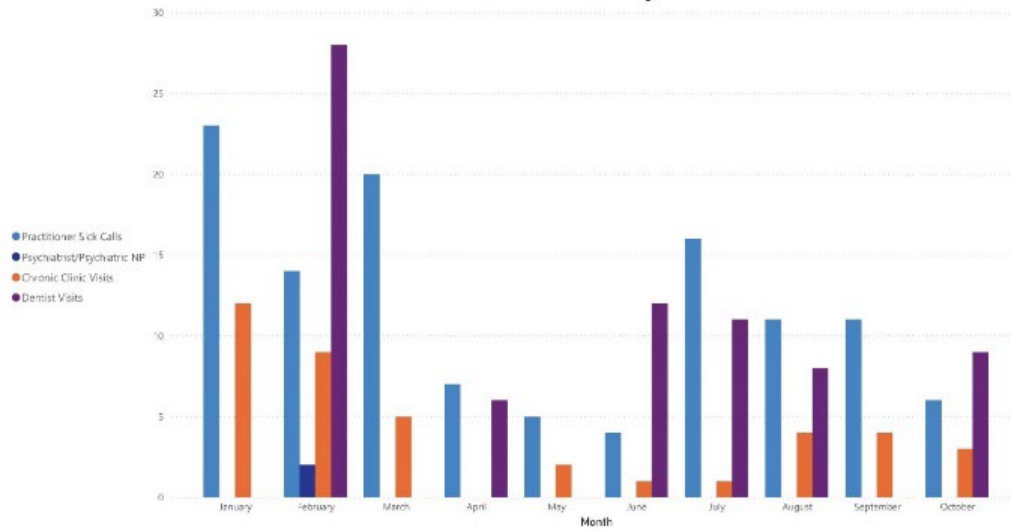
01-28-2021 - U/S bladder HRH. 01-25-2021 - ortho appointment & NBSF. 01-22-2021 - F/U w/doctor for trach fitting & NBSF. 01-21-2021 - inmate to ortho. 01-15-2021 - ENT - B ear infection w/o resolve. 01-14-2021 - dermatologist.
02-26-2021 - eye clinic.
03-11-2021 - removal of object from ears.

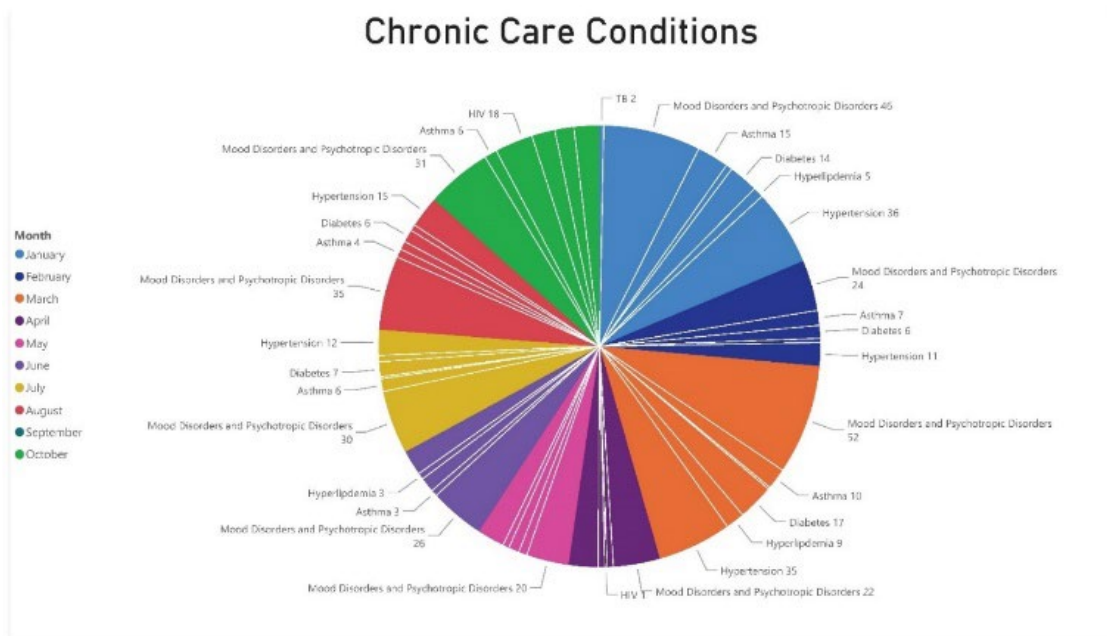


Nursing Evaluations



HealthCare Activity





COST OF SERVICES NOT INCLUDED

BODY CAVITY SEARCHES

The vendor shall not perform body cavity searches.

ACH agrees to the requirement in this section of the Request for Proposal.

PERSONS COVERED

Per the revised Statutes of 1846 (EXCERPT), Chapter 171. Of County jails and the regulation thereof., Section 801.4, Safekeeping and maintaining prisoners and persons charged with offense; charges and expenses; payment; medical care or treatment. Sub Section 4. The language for the full statute is located on the State of Michigan's website: www.legislature.mi.gov.

ACH agrees to the requirement in this section of the Request for Proposal.

General

Persons considered an inmate or detainee by the Sheriff shall be considered to be part of the Jail's average daily population. The average daily population shall be determined from Jail records. Persons on home confinement, or otherwise housed outside of the Jail shall not be considered part of the Jail's average daily population.

ACH agrees to the requirement in this section of the Request for Proposal. Patients who are not presently incarcerated in the facility should not be counted in the ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.

Active Custody

The vendor will be responsible for the payment of services rendered to inmates or detainees when such persons are/were in "active custody" of or under the jurisdiction of the County.

[ACH agrees to the requirement in this section of the Request for Proposal.](#)

Any medical services performed during the "active custody" of the County, the vendor shall be responsible for all costs for any services provided under this agreement even after the termination of the contract.

[ACH agrees to the requirement in this section of the Request for Proposal.](#)

PERSONS NOT COVERED

Inmates from Other Counties, State or Federal Agencies

Inmates from other Counties, State, or Federal agencies may be housed at the Jail. Such inmates not housed by contract are referred to as "Out of County" inmates. Out of County inmates will be included and identified in the average daily population count. The vendor will provide sick call, over-the-counter medications, medical supplies, and medical waste services for the Out of County inmates. However, cost of all prescription medication and other health care expenses shall be paid by the agency responsible for the Out of County inmate. The vendor will provide the same care, at no additional cost on staffing if there are no substantial changes in the average daily population as if the inmate were a County inmate.

[ACH agrees to the requirement in this section of the Request for Proposal.](#)

PAYMENT RESPONSIBILITY

The Vendor shall not be responsible for payment of any services rendered to an inmate once the inmate is released from custody of or is no longer under the jurisdiction of the Jail.

[ACH agrees to the requirement in this section of the Request for Proposal.](#)

County Inmates and Detainees Taken and Housed in Other Counties

If County inmates and detainees are housed in other facilities by contract the vendor will be responsible for overseeing medical care and treatment for said inmates as long as they remain Livingston County inmates. Generally, inmates who have medical concerns are not housed out, but it is possible that the vendor may have to oversee care and monitoring of such things as prescriptions taken by the inmate while housed elsewhere.

[ACH agrees to the requirement in this section of the Request for Proposal.](#)

Inmates Housed in Livingston County by Contract

Inmates housed in Livingston County by contract with outside agencies shall be included in the average daily population and shall be considered as Livingston County inmates as far as services provided by the vendor are concerned. This generally means that the usual on-site medical services provided to regular Livingston County inmates would be provided by the vendor to inmates held by contract. Generally, any off site or major medical concerns for such inmates are covered by the contracting agency and would not be the responsibility of the vendor or Livingston County. However, coordination of care between off site providers and Livingston County and the contracted entity may be required of the vendor. Currently Livingston County contracts with the US Marshal Service (USMS) and houses between 40 and USMS inmates on average.

ACH agrees to the requirement in this section of the Request for Proposal. ACH has numerous jails where USMS inmates are housed and understand the issues that arise from these inmates like getting pre-approval before sending them off-site.

PRICING

Prices offered herein shall be firm against any increase until December 31, 2023. Escalation - The County may entertain a request for escalation for each fiscal year after 2023 in accordance with the current Consumer Price Index for the previous 12-month period or up to a maximum 5% increase on the current pricing, whichever is lower.

ACH agrees to the requirement in this section of the Request for Proposal.

For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index- for All Urban Consumers (CPI-U): Selected areas, all items index, not seasonally adjusted (1982-84=100 unless otherwise noted) as published by the United States Department of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/midwest/data/xg-tables/ro5xg01.htm>).

ACH agrees to the requirement in this section of the Request for Proposal.

Any proposed price increases shall be submitted to Livingston County Fiscal Services - Procurement Office at least sixty (60) days prior to the new fiscal period. Livingston County reserves the right to accept or reject the request for a price increase for the renewal period. If the price increase is approved, the price shall remain firm for that fiscal period.

ACH agrees to the requirement in this section of the Request for Proposal.

STAFF SCREENING & SECURITY

At least seven (7) business days prior to beginning the contracted services at the Livingston County Jail facility, the successful Contract(s) must supply the full name, date of birth, and social security number for all of its employees who will

be working on site. Contractor's personnel must meet the security standards required by Livingston County Sheriff's Office. The Sheriff's Office reserves the right, without delay, to reject any contractor's employee that does not meet the requirements, or who violates any of its security rules, regulations, or policies.

ACH agrees to the requirements in this section of the Request for Proposal.

CONTINGENT FEES

The Contractor shall promise that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Contract. For breach of this promise, the County may cancel the Contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage: brokerage fee, gift, or contingent fee from the compensation due the Contractor.

ACH agrees to the requirement in this section of the Request for Proposal.

PATIENT RECORDS

The County shall have sole and exclusive right to the retention of all records pertaining to inmates at the Livingston County Jail Facility and services rendered pursuant to the Contract. The Contractor shall be in charge of inmate medical records which will be kept on the Jail Facility's premises in a secure location and approved by the Jail Administrator. All medical records maintained shall be in accordance with applicable law in addition to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), NCCHC, and ACA standards. The Sheriff, or their designees, shall have access to the medical records of any inmate being provided medical services, subject to all Federal and State requirements of confidentiality.

ACH agrees to the service listed in this section of the Request for Proposal. All inmates will have a medical record which will be kept up to date. The record shall accompany the inmates at health encounters and will be forwarded to the appropriate facility in the event of transfer upon request of the County. Access to medical/dental records will always be controlled by healthcare personnel and all rights concerning the confidentiality of the medical records will be followed. All transcribing and filing of information in the medical/dental record will be done by professional nurses or trained medical records clerk. The medical records always will remain the property of the County.

COMPLIANCE WITH HIPPA

The County and its agents shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

ACH agrees to the requirement in this section of the Request for Proposal.

COUNTY DUTIES AND OBLIGATIONS

Livingston County will provide, maintain, and repair the space reasonably necessary to provide the services described herein. The County will provide cleaning services and utilities (except long distance telephone) at the Jail facility. ACH agrees to the requirement in this section of the Request for Proposal.

SECURITY OF THE JAIL FACILITY AND VENDOR

The Sheriff shall maintain the responsibility for the physical security of the Jail facility and the continuing security of the Jail population. The vendor and the County understand that adequate security services are necessary for the safety of the agents, employees, agents and/or subcontractors of the vendor as well as for the security of the Jail population and the Sheriff's staff, consistent with the correctional setting. The Sheriff shall provide security sufficient to enable the vendor; its employees, agents, and/or subcontractors personnel to safely provide health care services. The vendor, its employees, subcontractors, and agents shall follow all security directions of the Sheriff while at the Jail or other premises under the Sheriff's direction or control.

ACH agrees to the requirement in this section of the Request for Proposal. Since ACH does not do any other services other than operating medical services in a correctional setting, ACH is aware that our employees, and subcontractors will follow all security directions of the Sheriff while at the LCJ.

OFFICE EQUIPMENT AND SUPPLIES

The Sheriff shall provide use of County-owned office equipment, supplies and all necessary utilities in place at the Jail health care facilities. At the termination of the contract, the vendor shall return to County possession and control of all County-owned medical and office equipment. At such time, the office equipment shall be in good working order, with reasonable wear and tear. See Attachment B.

ACH agrees to the requirement in this section of the Request for Proposal.

DAMAGE TO EQUIPMENT

The vendor shall be liable for loss of or damage to equipment and supplies whether it is the equipment of the County or the vendor, if such loss or damage was caused by the sole negligence of the vendor. The Vendor shall be responsible to repair and/or replace and to make sure that all equipment is maintained and kept in good working condition at all times. An assessment of all County owned equipment shall be done annually with the coordination of both the vendor and the County's personnel and kept on file with the Sheriff's or designee.

ACH takes a minor exception to this requirement of the Request for Proposal. ACH will replace vendor provided equipment when, in our determination, that

the equipment needs to be replaced. ACH has been in the correctional medical field for twenty (20) years and understands that the lifecycle for equipment varies based on use and age. ACH will replace up to \$5,000 per year in medical equipment.

RECORDS ACCESS

To the extent allowed by law, the County and the Sheriff shall provide the awarded vendor reasonable on-going access to all medical records, even after expiration of the contract, for the purpose of defending litigation. The medical records of the Jail population shall at all times be the property of the Sheriff, subject to the rights of the Jail population.

[ACH agrees to the requirement in this section of the Request for Proposal.](#)

RECORD RETENTION

During the term of the contract and for a reasonable time thereafter, the Sheriff will provide the awarded vendor, at their request and to the extent permitted by HIPAA, access to the original and/or copies of the Sheriff's records relating to the provisions of health care services to the Jail population as may be reasonably requested by the vendor in connection with an investigation of, or defense of, any claim by a third party related to the vendor's conduct. To the extent allowed by law, the Sheriff will make available to the vendor such records as are maintained by the Sheriff, hospitals and other outside health care providers involved in the care or treatment of the Jail population (to the extent the Sheriff has any controls over those records). Any information provided by the Sheriff to the vendor that the Sheriff considers confidential shall be kept confidential by the vendor and shall not, except as may be required by law, be distributed to any third party without prior written approval by the Sheriff. The Sheriff's internal affairs records and investigative records shall not be required to be provided to the vendor or any other person or entity (except as may be required by law).

[ACH agrees to the requirement in this section of the Request for Proposal.](#)

EMPLOYMENT USE OF INMATES OR DETAINEES

Inmates and/or detainees shall not be employed or otherwise engaged by either the vendor or the Sheriff in rendering any health care services. Upon prior written approval of the Sheriff, inmates and/or detainees may be used in positions not directly involving health care services to inmates and/or detainees and not involving inmate and/or detainee records.

[ACH agrees to the requirement in this section of the Request for Proposal.](#)

SECURE TRANSPORTATION

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

ACH agrees to the requirement in this section of the Request for Proposal.

CUSTOMER SERVICE

COMMUNICATION PLAN/CONTRACT MANAGEMENT

Proposers shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger, or acquisition.

ACH agrees to the requirement in this section of the Request for Proposal. One of the major advantages to having ACH as your health care provider is that our management approach is straight forward, transparent, and utilizes open communication. Our corporate team sets the standard of expectations and responsiveness to our clients concerns and problems when they arise. Our corporate team members are available 24/7 by telephone to answer and respond to all of our stakeholders' questions, comments, and concerns. Our client list continues to grow through counties entrusting the inmates in their care into our care. We have recently been awarded some contracts in responses to the RFP process because the facilities were tired of never being able to get an answer from corporate office about the issues they were having at their facility. Some good examples of this are Genesee (Flint), MI (ADP – 650), Winnebago (Rockford), IL – Mental Health (ADP-800), and Winnebago County (Oshkosh), WI (ADP -225).

PRIMARY ACCOUNT REPRESENTATIVE

Proposers must identify by name and location the primary account representatives and key contacts who will be responsible for the performance of a resulting contract. Include names, titles, address, phone number, email addresses.

ACH's central office, located at 720 Cool Springs Blvd., Suite 100, Franklin, Tennessee includes the following individuals that will help with the supervising and monitoring of its operation:

- Jessica Young, J.D. – President and Chief Executive Officer – Jessica Young will be the lead on any negotiations dealing with Livingston County and any addendums that need to added even after the contract is signed.
Phone: 309.550.8166
Email: Jessica.Young@Advancedch.com
- Dr. Jillian Bresnahan – Vice President of Medical Operations – Dr. Bresnahan is the overall lead for the medical part of Livingston County. She oversees the Director of Nursing, Director of Medical Operations,

and the Regional Nurse Managers at the site even after the site is fully functional.

Phone: 218.290.0068

Email: Jillian.Bresnahan@Advancedch.com

- Dr. Melissa Caldwell – President of Freedom Behavioral Health – Dr. Caldwell is the overall lead for the mental health part of Livingston County. She oversees the Regional Mental Health Professionals and the Qualified Mental Health Professionals at the site even after it is fully functional.

Phone: 262.443.3026

Email: Melissa.Caldwell@freedom-bh.com

- Verda Stutzman – Director of Medical Operations – Verda Stutzman, RN, will be on site providing day to day operation support.

Phone: 708.510.0651

Email: Verda.Stutzman@Advancedch.com

- Verda Stutzman is also the current Regional Nurse Manager that will stay dedicated to Livingston County. Same contact information above.

- Robert Malloy – Regulatory Coordinator – Robert Malloy ensures that the services provided meet and exceed the NCCHC requirements as listed in the Request for Proposal. Mr. Malloy has experience obtaining and maintaining nearly 500 jails across the United States with NCCHC and ACA accreditation.

Phone: 615.473.3103

Email: Robert.Malloy@Advancedch.com

- Angela Moriarity – Chief of Staff – Dr. Moriarity, PhD., and her team of recruiters are responsible for hiring the correct people to fill the staffing as required.

Phone: 309.692.8100

Email: Angela.Moriarity@Advancedch.com

- Rachael Wunder – Program Consultant – Rachael is the point of contact for the Sheriff and the Jail Administration.

Phone: 614.897.5986

Email: Rachael.Wunder@Advancedch.com

ACH has included the resumes of our subject matter experts in the Resume section on pages 82 to 91 of our response.

CUSTOMIZED USAGE REPORTS

Vendor must be able to supply customized usage reports upon request. Special consideration shall be given for user generated reports via the internet.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH will maintain complete and accurate records of all health care services, to collect and analyze health statistics, and provide monthly/weekly/daily reports to the LCJ Administrator or designee, including but not necessarily limited to the reports described in our CQI section on pages 28 to 34 of our response.

STATEWIDE COOPERATIVE CONTRACT

Livingston County will host the resulting contract for the Michigan Association of Counties CoPro+ Program. The awarded contractor will work with the CoPro+ Program to market and extend the resulting contract to other government municipalities throughout Michigan. This contract will enable government municipalities to "piggyback" and purchase from the competitively awarded contract.

Agreements will be initiated by participating entities as specific needs arise. Participating entities will issue individual agreements along with specific response information required, deliverables, and any special terms and conditions. The requests will be executed by, and the contractor will respond directly to, the requesting entity.

All pricing submitted to Livingston County and participating entities through the resulting contract shall include 2.0% administrative/remittance fee to be remitted to MAC/CoPro+ by the awarded vendor. It is the awarded vendor's responsibility to keep all sales reports up to date and on file with MAC/CoPro+.

ACH agrees to the requirements in this section of the Request for Proposal.

BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, any RFP Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP-LC-22-11: Inmate Medical Services.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid and that each Bidder who is awarded a contract shall be, in fact, a Prime Contractor, not a subcontractor, and agrees that its Bid, if accepted by Livingston County, will be the basis for the Bidder to enter into a contract with Livingston County in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the terms, conditions, certifications, and requirements listed in Section 2.
6. The undersigned acknowledges that Bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against Livingston County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the Livingston County shall hold Livingston County, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must

be provided to Livingston County, prior to award, and shall include an insurance certificate and additional insured certificate, naming Livingston County, which meets the minimum insurance requirements, as stated in the terms and conditions.

COMPANY PROFILE

Official Name of Bidder: Advanced Correctional Healthcare, Inc.	Type of Entity/Organization (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other:
Street Address: 720 Cool Springs Blvd., Suite 100	
City: Franklin	
State: TN	Zip Code: 37067
Website: www.advancedch.com	
Primary Contact Name: Jessica Young	
Primary Contact Phone Number: 309.550.8166	
Primary Contact Email Address: Jessica.Young@Advancedch.com	
Federal Tax ID Number: 36-4405255	Dun & Bradstreet (D&B) Number (if applicable): 13-763-7422
Has your company ever been debarred by the Federal Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>	
Has your company ever been debarred by State Governments? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>	
Is there currently any litigation against your company or any pending lawsuits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, what is it regarding?</i> Due the risk of this information becoming public knowledge, Advanced Correctional Healthcare, Inc. (ACH) will provide the requested information if Livingston County agrees to sign a Nondisclosure Agreement. The Nondisclosure Agreement is attached as APPENDIX 1 at the end of our response on pages 108 to 112. Please send a completed NDA and return it to Jessica.Young@Advancedch.com. Thank you for the understanding.	
Brief history of your company, including the year it was established: Advanced Correctional Healthcare, Inc. (ACH) has been in business since 2002 and is the largest nation's largest health care provider who focuses exclusively on city, county, and regional jails. ACH's team of over 1,000 associates across 19 states treats an average daily population of over 35,000 patients. Headquartered in Tennessee, we endeavor to make a difficult time in their patient's lives easier.	

The individual below is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for a period of at least 90 days.

Signature: 


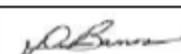
Name and Title of Signer: Jessica Young, President & CEO

Date: June 23, 2022

*Please include a current W-9 and evidence of insurance coverage as outlined in Section 4.3: Insurance Requirements.

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Advanced Correctional Healthcare, Inc.																																																				
2 Business name/disregarded entity name, if different from above																																																				
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																																			
	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____ </div> <div> <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>																																																			
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																			
5 Address (number, street, and apt. or suite no.) See instructions. 720 Cool Springs Blvd Suite 100		Requestor's name and address (optional)																																																		
6 City, state, and ZIP code Franklin, TN 37067																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10">Social security number</td> </tr> <tr> <td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10">Employer identification number</td> </tr> <tr> <td>3</td><td>6</td><td>-</td><td>4</td><td>4</td><td>9</td><td>5</td><td>2</td><td>5</td><td>5</td> </tr> </table>			Social security number													-							or										Employer identification number										3	6	-	4	4	9	5	2	5	5
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 55%;">Signature of U.S. person ▶ <i>Elizabeth Antognoli</i></td> <td style="width: 30%;">Date ▶ <i>6/2/2021</i></td> </tr> </table>			Sign Here	Signature of U.S. person ▶ <i>Elizabeth Antognoli</i>	Date ▶ <i>6/2/2021</i>																																															
Sign Here	Signature of U.S. person ▶ <i>Elizabeth Antognoli</i>	Date ▶ <i>6/2/2021</i>																																																		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.																																																				

CERTIFICATE OF INSURANCE

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/30/2021	
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).					
PRODUCER DENISE D. BARNES USI HEALTHCARE – A DIVISION OF USI SOUTHWEST, INC. 9811 KATY FREEWAY, SUITE 500 HOUSTON, TX 77024			CONTACT NAME: DEBBIE HOLSTINE PHONE (A/C, No, Ext): 713-490-4679 FAX (A/C, No): 713-343-8025 E-MAIL ADDRESS:		
INSURED ADVANCED CORRECTIONAL HEALTHCARE, INC 720 COOL SPRINGS BLVD, SUITE 100 FRANKLIN, IL 37057			INSURER(S) AFFORDING COVERAGE INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY INSURER B: EVEREST DENALI INSURANCE COMPANY INSURER C: SELECTIVE INS CO OF SOUTH CAROLINA INSURER D: INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LIR	TYPE OF INSURANCE	ADD. NOB	SUBR NOB	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. ADJT <input type="checkbox"/> LOC			S241296402	08/01/2021
					08/01/2022
					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Adv. care services) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS – COMPROP AGG \$ 2,000,000 EMPLOYEE BENEFITS \$ N/A COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			S241296402	08/01/2021
					08/01/2022
					EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE COI RETENTION \$ML			S241296402	08/01/2021
					08/01/2022
					EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under Y/T/B DESCRIPTION OF OPERATIONS below		N/A	8600001093-211	08/01/2021
					08/01/2022
					E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE – EA EMPLOYEE \$1,000,000 E.L. DISEASE – POLICY LIMIT \$1,000,000
A	MEDICAL PROFESSIONAL LIABILITY INCLUDING CIVIL RIGHTS – CLAIMS MADE			HC7AACBQEK001	08/01/2021
					08/01/2022
					\$1,000,000 EACH MEDICAL INCIDENT \$5,000,000 AGGREGATE \$10,000,000 TOTAL POLICY AGGREGATE
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) LIVINGSTON COUNTY, MI AND THE SHERIFF OF LIVINGSTON COUNTY, MI ARE INCLUDED AS ADDITIONAL INSURED UNDER THE PROFESSIONAL LIABILITY AND GENERAL LIABILITY COVERAGE IF REQUIRED BY WRITTEN CONTRACT. COVERAGE APPLIES TO ACH OPERATIONS IN CORRECTIONAL FACILITIES ONLY.					
CERTIFICATE HOLDER LIVINGSTON COUNTY JAIL 150 S. HIGHLANDER WAY HOWELL, MI 48843			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. AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2016/03)

21-22 ACH GL-AUTO-UMB-WC-PL-SHL

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REFERENCES

List at least five references, preferably from individuals or organizations where services similar to those requested in this RFP were provided.

Entity Name: Genesee County Jail	
Contact Name: Captain Jason Gould	Title: Jail Administrator
City: Flint	State: MI
Phone Number: 810.257.3426	Years Served: Since 2021
Contact Email: jgould@co.genesee.mi.us	
Description of Services: Inmate medical healthcare services	
Annual Caseload/Volume: ADP 650	

Entity Name: Hamilton County Jail	
Contact Name: Josh Carey	Title: Jail Commander
City: Noblesville	State: IN
Phone Number: 317.773.1872	Years Served: Since 2015
Contact Email: Joshua.Carey@Hamiltoncounty.in.gov	
Description of Services: Inmate medical healthcare services	
Annual Caseload/Volume: ADP 470	

Entity Name: Jackson County Detention Center	
Contact Name: Diana Turner	Title: Director
City: Kansas City	State: MO
Phone Number: 816.881.4280	Years Served: Since 2018
Contact Email: DLTurner@jacksongov.org	
Description of Services: Inmate medical healthcare services	
Annual Caseload/Volume: ADP 930	

Entity Name: Monroe County Adult Detention Center	
Contact Name: Captain Julie Massengill	Title: Jail Administrator
City: Monroe	State: MI
Phone Number: 734.240.7432	Years Served: Since 2006
Contact Email: Julie_Messengill@monroemi.gov	
Description of Services: Inmate medical healthcare services	
Annual Caseload/Volume: ADP 330	

Entity Name: Midland County Jail	
Contact Name: Jeff DeRocher	Title: Jail Captain
City: Midland	State: MI
Phone Number: 989.839.4630	Years Serviced: Since 2015
Contact Email: JDeRocher@co.midland.mi.us	
Description of Services: Inmate medical healthcare services	
Annual Caseload/Volume: ADP 274	



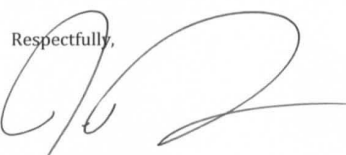
July 31, 2020

To whom it may concern,

It is my pleasure to recommend Advanced Correctional Healthcare (ACH) to any institution that may be seeking an exceptional inmate healthcare provider.

Midland County has partnered with ACH for over five years. Throughout our partnership ACH has met or exceeded our expectations, while providing tax payers with great value. ACH as a corporation is very proactive in mitigating risk and potential litigation. However, as any Jail Administrator knows, vendors/contractors are only as good as the people that are assigned to your site. In my opinion that is where ACH shines, we have been very fortunate to have a core group of dedicated professionals serve as our on-site nurses and regional managers. They work exceptionally well with my staff and have become part of the family. The Doctors, Nurses and managers all work well to provide quality inmate care.

Please feel free to call me at 989-832-6623 or E-mail me at jderocher@co.midland.mi.us if you would like to discuss this recommendation further.

Respectfully,

 Capt. J.J. DeRocher

Midland County Sheriff's Office
 2727 Rodd Street, Midland, MI 48640-4474
 Phone: 989.839.4600 Fax: 989.631.9478



Midland County Jail
 101 Fast Ice Drive, Midland, MI 48642
 Phone: 989.832.6612 Fax: 989.832.6621



DEPARTMENT OF CORRECTIONS

JACKSON COUNTY, MISSOURI

1300 Cherry Street
Kansas City, Missouri 64106

December 15, 2019

Jessica Young, President
Advanced Correctional Healthcare
3922 W. Baring Trace
Peoria, IL 61615

Dear Ms. Young,

I just wanted to take a minute and celebrate with you some of our positive benchmarks for 2019:

- Reduced turnover by 51%--124 losses in 2018, only 61 to date this year.
- Reduced workers comp claims by 50%--119 cases filed in 2017, 119 in 2018, 61 so far in 2019.
- Successfully implemented universal screening.
- Successfully implemented medication assisted opioid withdrawal protocol with HSU.
- Eliminated the mandatory draft.

In addition to the above, our assaults of any degree on staff are down by more than 30% over last year and not one has resulted in major injury. We have been major incident free for 15 months as of December 11 and this is directly attributable to our mutual work on a smooth and thorough operation in Intake and our protocols and operational changes for inmates on suicide precautions and mental health watch.

We've had a phenomenal partnership with ACH since you came on board and the stellar staff running the HSU here has contributed measurably to the data compiled above. Your team (our team) is directly responsible for the stability in this facility we've achieved. Our reduction in turnover has a lot to do with how safe staff feel in their environment and how in control of the daily operations we are. I am grateful for the support that Detention gets from the HSU staff and how seamlessly they are working with all units here at JCDC.

Please pass on my gratitude to your whole team.

Sincerely,

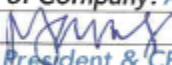
Diana L. Turner, Director


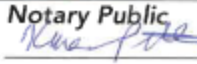
CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT OF 517 OF 2012

CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT OF 517 OF 2012

I certify that neither Advanced Correctional Healthcare, Inc. (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded Contract as a result of this Invitation to Proposal, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OR 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.000 OR TWO TIMES THE ACOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Name of Company:	Advanced Correctional Healthcare, Inc.
By:	 Jessica Young
Title:	President & CEO
Date:	June 22, 2022

Notary	
State of <u>Tennessee</u>	
County of <u>Marshall</u>	
Sworn to and subscribed before me a notary public in and for the above state and county, on this <u>22nd</u> day of <u>June, 2022</u>	
Notary Public 	
My commission expires <u>March 22, 2023</u>	

ATTACHMENT A

VENDOR QUESTIONNAIRE

Company Name: Advanced Correctional Healthcare, Inc.	
Contact Person: Jessica Young	
Daytime Phone: 309.550.8166	Email: Jessica.Young@Advancedch.com
THE FOLLOWING INFORMATION SHOULD BE PROVIDED RELATIVE TO PRIOR CORRECTIONAL HEALTH CARE SERVICE AND QUALITY ASSURANCE	
Number of current Correctional health care contracts. Of that number, the number of individual facilities at which health care services are currently provided and number of these that are county/cities facilities	ACH currently has 332 health care contracts, five of these contracts are for mental health and four are city police departments.
Number of years of experience in directly providing correctional health care	20 years
Average Daily population of the facilities in which correctional health care has been and is currently provided	The overall average daily population the ACH currently services is 108 which range from 4 ADP to 1,200 ADP.
Past experience with and compliance with Michigan Department of Corrections and American Correctional Association Standards	ACH currently services 42 counties in the state of Michigan and are in compliance with Michigan Department of Corrections and ACA Standards as well as NCCHC standards.
Number of National Commission on Correctional Health Care accredited correctional systems where contractor directly participated in the accreditation process	ACH currently services four facilities who are NCCHC accredited, and we are in the process of obtaining accreditation for other sites.
THE FOLLOWING REQUIRE A YES OR NO RESPONSE WITH COMMENTS ONLY AS DEEMED NECESSARY	
Contractor conducts independent peer reviews on a routine basis and provides documentation of same. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Comments: CQI meetings are conducted quarterly. Our practitioners are also required to do per reviews per standards.
Contractor has developed, and routinely uses, a detailed Policy and Procedures Manual. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Comments: Livingston County currently has a Policies and Procedures manual that ACH helped to customize.

<p>Contractor has an established Grievance Procedure in place specific to the concerns of Inmates and Correction Staff.</p> <p>Yes <u> X </u> No <u> </u></p>	<p>Comments: ACH recommends a 4-step written procedure that includes involvement from the medical staff and ACH corporate staff. This 4-step procedure is in response to an informal complaint from an inmate that cannot be resolved. We will work to resolve the matter in a professional and productive manner. The medical staff and our corporate team will work to find a solution to the problem. ACH agrees to respond to complaints and grievances made by inmates in the manner established the LCJ. Qualified health care professionals and responsible practitioner will make themselves available to the LCJ staff for all inquiries made in response to complaints and grievances, when requested.</p>
<p>Contractor has an established Evaluation Program in place that considers contractual obligations as well as customer satisfaction. Contractor agrees to provide regular reports relative to various outlines performance measures and participate in regular meetings reference those measures</p> <p>Yes <u> X </u> No <u> </u></p>	<p>Comments: ACH utilizes an ACA Audit Tool and a 60-page NCCHC Survey Questionnaire in assisting facilities with their accreditation process. These tools ensure that all criteria are met for the proper accreditation</p>
<p>Contractor has written job descriptions for all health care staff.</p> <p>Yes <u> X </u> No <u> </u></p>	<p>Comments: LCJ has a copy of all job descriptions.</p>
<p>Contractor to provide a listing of all current clients.</p> <p>Yes <u> X </u> No <u> </u></p>	<p>Comments: Please refer to Appendix II.</p>
<p>Contractor's proposal contains specific performance commitments and penalties (i.e., staffing, NCCHC accreditation).</p> <p>Yes <u> X </u> No <u> </u></p>	<p>Comments: ACH has responded to each requirement in this Request for Proposal. ACH has not incurred any penalties.</p>
<p>Contractor can provide sample reports if requested as part of their responses to this RFP.</p> <p>Yes <u> X </u> No <u> </u></p>	<p>Comments: Sample CQI reports are listed on pages 28 to 34 of our response.</p>

ACCEPTANCE/ACKNOWLEDGEMENT OF ADDENDUM #1

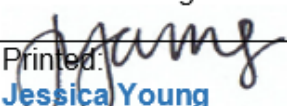


Livingston County Fiscal Services
304 East Grand River Ave., Suite 204
Howell, MI 48843
517-540-8740

ACCEPTANCE/ACKNOWLEDGEMENT OF ADDENDUM #1

RFP-LC-22-11 Inmate Medical Services

To be signed and returned with proposal submission.

Company: Advanced Correctional Healthcare	Date: June 20, 2022
Authorized Signature: 	
Printed: Jessica Young	

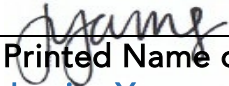
PROPOSAL SUBMISSION CHECKLIST

To enable consistent Proposal evaluation, the following Proposal Contents/Format has been developed.

FAILURE TO SUBMIT THE REQUESTED DOCUMENTS COULD RESULT IN DETERMINING THE SUBMISSION AS NON-RESPONSIVE AND REJECTED.

Complete?	Item Description
Yes	Section 2.1 – Company Profile
Yes	Section 2.2 - References
Yes	Section 2.3 – Certificate of Compliance with Public Act 517 of 2012
Yes	Section 2.4 – Proposal Submission Checklist
Yes	Section 3.7 & 3.8 – Responses and Submissions
Yes	Attachment A – Vendor Questionnaire
Yes	Attachment C - Pricing
Yes	Addendum Signature Page (s) *(If applicable)

Submitted proposal contains all completed forms/certifications as listed above:

Authorized Signature:

Printed Name of Authorized Representative: Jessica Young
Title: President & CEO
Date: June 23, 2022

QUALIFICATION OF BIDDERS & RESPONSE REQUIREMENTS

To be considered for award of this contract, the Bidder must meet the following qualifications:

EXPERIENCE

The Bidder shall be organized for the purpose of providing healthcare services and must have a minimum of five (5) years of experience with proven effectiveness in correctional (or related institutional) Healthcare Services. Please provide company history.

ACH has been in the business since 2002 doing similar services as requested in this Request for Proposal, we have extensive experience with providing health care service systems. ACH is a premier city, county, and regional jail health care provider in the country; we focus only on city, county, and regional jails and youth transition centers. ACH is a woman owned, and women lead corporation located in Franklin, Tennessee, that currently is responsible for providing the daily care for over 35,000 patients, operating in over 320 adult city, county, regional facilities and 15 youth transition facilities across 19 states.

ACH is big enough to provide the requested services, but small enough to give Livingston County that personal touch that our competitors cannot accomplish. We would like to retain Livingston County to our growing list of clients in Michigan. We are confident that based upon our experience and knowledge, our custom-tailored proposal response will provide many options and enhancements to meet the county's needs in the most appropriate and cost-effective manner.

In addition to the mental and medical expertise at our corporate office, our corporate office leadership team has over one hundred (100) years of combined experience in the correctional field, ranging from a former correctional officer, a former quality assurance manager (over local, state, and federal inmates/detainees), former jail administrators, former jail superintendents, and a former sheriff. They have provided services to correctional facilities ranging in average daily populations from three hundred (300) to twenty-four hundred (2,400). The Program Coordinator over Livingston County is Rachael Wunder who has been working with the LCJ since 2020.

The purpose of ACH is to solve problems for our patients, clients, and staff to make their lives easier. ACH recognizes that this is an incredibly vital decision, which will have a direct consequence on the lives of thousands of patients at the Livingston County Jail. We believe in providing Livingston County with the finest health care services to those entrusted in your and our care. ACH has successfully been doing this every day for nearly two decades. Our long-term client retention is a complement to the proven success of our programs. ACH will help Livingston County meet their responsibilities to provide inmate Health Care Services to the

inmate population at the LCJ. This will help to reduce the county's liability. ACH is committed to minimizing risk and deliberate indifference for Livingston County. ACH will demonstrate that we solve critical problems and minimize risk litigation for Livingston County, while providing a fresh look for correctional health care and providing a level of confidence for the Livingston County Jail.

IMPLEMENTATION PLAN

The Bidder shall outline an implementation plan which exhibits its ability to provide a health care system specifically for the Livingston County Jail with the ability of a contract start up on January 1, 2023, at 12:00 AM.

The Livingston County Jail is a current client of ACH so there is no need for an implementation plan. However, in order to be responsive to this requirement, we have included our standard transition plan on pages 79 to 80 of our response.

RECRUITMENT

The Bidder shall illustrate a proven system of recruiting staff and that it has adequate support staff in its central office capable of completely supervising and monitoring its operation at the Livingston County Jail.

After a contract is awarded, ACH begins to recruit, interview, screen, evaluate and develop their staff to meet all conditions and specifications as set out in this solicitation and subsequent contract. ACH's corporate executive team interviews and screens potential candidates to ensure the health care staff is consistently sufficient to meet the required conditions and specifications of this contract. Our commitment to providing higher wages and benefits to our team directly results in creating a stable staffing and retention environment. The ACH medical staff that perform services at LCJ will be properly licensed and certified in the state of Michigan, as required. Our staff undergoes orientation and training on the proper way to act in a correctional facility environment including addressing the policies, procedures, and practices of the on-site health care program. In addition, the orientation will review other facility operations and security consciousness practices in a correctional facility. ACH staff members at the facility are trained in the area of Basic Life Support including, but are not limited to, Cardiopulmonary Resuscitation (CPR), use of Automatic External Defibrillator (AED), Emergency First Aid, and Basic Life Support services. We treat our people well, which is consistently validated through our re-certification each year by Fortune Magazine as a "Great Place to Work" from 2016 to 2022." In addition, ACH has a staffing rate of 98.4% in our 320 plus facilities.

“I appreciate the support and the responsiveness! I’ve worked for several correctional healthcare companies and have never had such great support.” - ACH Nurse Practitioner”

Please refer to our staffing plan on pages 21 to 22.

The ACH staffing matrix is designed to run the program at an efficient level. ACH recognizes that the staffing levels shall be reviewed, explained, and discussed with the Sheriff and the Administration. The final staffing plan will be determined by the LCJ with consultation with ACH.

ACH takes exception to any penalties or liquid damages for shortages on staffing. ACH will agree to credit the County for vacancies. This credit will be the salary and benefits of the vacant position. ACH is proud that we staff our over 320 facilities at 98.4%. However, vacancies do occur, and we strive to fill them as soon as possible with a quality candidate.

If Livingston County becomes dissatisfied with any health care personnel provided by the ACH, in recognition of the sensitive nature of correctional services, ACH will, following written notice from the LCJ of dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to LCJ, ACH will remove the individual about whom the county has expressed dissatisfaction. Should removal of an individual become necessary, ACH will be allowed reasonable time to find an acceptable replacement. If, in the sole judgement of the county, immediate removal of any health care personnel is necessary, those personnel shall be removed and replaced forthwith.

The ACH staffing matrix program was staffed using the average daily population of 269 inmates at the LCJ. If an alternative staffing plan for a different ADP is requested after review, ACH is happy to provide an additional staffing plan to match the facility’s current ADP.

FINANCIAL REPORT

The Bidder shall submit a copy of a current financial report of the company. If the company is a subsidiary or a division of a corporation, the relationship of the Bidder shall be clearly delineated in the proposal.

Please see the Chase Bank financial letter on page 81.

QUALIFIED PERSONNEL

The Bidder shall be and/or supply personnel who are experienced and qualified to perform the work required under these bid documents and who possess all licenses and certification(s) as required by the State of Michigan. The bidder shall supply verification of all licenses(s) necessary to perform the duties described in this RFP upon request of the Sheriff or their designee.

ACH agrees to the requirements in this section of the Request for Proposal. The ACH medical staff that perform services at LCJ are properly licensed and certified in the state of Michigan, as required. Our staff undergoes orientation and training on the proper way to act in a correctional facility environment including addressing the policies, procedures, and practices of the on-site health care program. In addition, the orientation will review other facility operations and security consciousness practices in a correctional facility.

KEY PERSONNEL

The Bidder shall include comprehensive resumes for all key personnel proposed for the contract.

Please refer to the Resumes section of our response on pages 82 to 91.

REFERENCES

The Bidder shall submit a list of five (5) references, including name of institution, address, contact person, and telephone number. Please use the format provided in Section 2.2.

Please refer to the References section of our response on pages 48 to 50.

NON-COMPLIANCE VIOLATIONS

The Bidder must provide details of any State or Federal Agency non-compliance or administrative rule violations that have occurred within the last five (5) years.

ACH has not been involved with any non-compliance violations with any State or Federal Agency.

OTHER SITE ACCREDITATIONS

NCCHC accreditation for the health care delivery systems at other sites is preferred.

Genesee County Jail, MI; Peoria County, IL; Virginia Beach Sheriff's Office, VA; and Richland County Alvin S. Glenn Detention Center, SC, currently are accredited facilities. We are currently working with Cascade County Jail, MT's accreditation.

INSURANCE REQUIREMENTS

The bidder shall meet ALL insurance requirements in regard to Workers' Compensation Insurance, Professional and Commercial General Liability Insurance and Motor Vehicle Insurance as outlined in this RFP.

ACH has a current Certificate of Insurance with Livingston County. Please refer to page 47 of our response.

SIGNATURE PAGE

The Signature Page within the RFP shall be completely filled out and returned with the proposal submission. A representative of your company who is authorized to commit your company to the requirements of this proposal must sign the Signature Page. See Section 2.1.

ACH has complied with this requirement of the Request for Proposal. Please refer to pages 44 to 45 of our response.

EXCLUSIONS

Include exclusion(s) to this RFP in a separate section of your proposal.

ACH takes exception to any penalties or liquid damages for shortages on staffing. ACH will agree to credit the County for vacancies. This credit will be the salary and benefits of the vacant position. ACH is proud that we staff our over 320 facilities at 98.4%. However, vacancies do occur, and we strive to fill them as soon as possible with a quality candidate.

ACH will replace vendor provided equipment when, in our determination, that the equipment needs to be replaced. ACH has been in the correctional medical field for twenty (20) years and understands that the lifecycle for equipment varies based on use and age. ACH will replace up to \$5,000 per year in medical equipment.

ACH takes a minor exception to the requirement that we will be responsible for the costs of medical supplies.

IN-FACILITY MEDICAL CARE & TREATMENT

All on-site care must be in accordance with:

HEALTH SCREENING

MICHIGAN DEPARTMENT OF CORRECTIONS ADMINISTRATIVE RULES FOR JAILS AND LOCKUPS, R 791.731, HEALTH SCREENING, RULE 31.

ACH is currently providing healthcare services to 42 counties in the state of Michigan and are in compliance with the Michigan Department of Corrections Administrative Rules for Jails and Lockups, R 791.731, Health Screening, Rule 31 and the Michigan Department of Corrections Administrative Rules for Jail and Lockups, R 791.732, Health Appraisals, Rule 32.

A receiving screening with health-related questions is performed by custody staff during the booking process or at intake.

1. ACH has established a Fit for Confinement policy to guide staff in detecting urgent or emergency health needs.
2. Immediate health needs are identified and addressed.
3. When detected, potentially infectious detainees are isolated from the general population.
4. A receiving screening takes place for all newly booked-in detainees as soon as possible by health care staff.
 - a. Includes detainees received through intra-system transfer.
 - b. Detainees transferred from an intake facility who do not have initial medical, dental, or mental health assessments are screened in the same manner as those newly booked into the facility.
 - c. To facilitate the continuity of care, when a detainee with a chronic illness is received by an intra-system transfer, health records should be received and/or requested from the previous facility.
5. If a female reports current opiate use and possible pregnancy, the practitioner is notified so steps to prevent fetal withdrawal of opiates can be initiated when appropriate.
 - a. When possible, a urine pregnancy test is conducted within 24 hours to establish pregnancy.
 - b. Pregnant females receive a urine drug screened to establish opiate use.
 - i. May be ordered by the practitioner or per the facility's SOP.
 - ii. Positive pregnancy results and urine drug screen results are reported to the facility practitioner who provides an individualized plan of care.
6. Using a form that has been approved by the Responsible Health Authority, custody staff asks the newly booked detainee questions about basic health-related concerns. The form used includes the following inquiries:
 - a. Current and past illnesses, health conditions, and special health requirements (e.g., dietary needs);
 - b. Past serious infectious disease;
 - c. Recent communicable illness symptoms (e.g., chronic cough, coughing up blood, lethargy, weakness, weight loss, loss of appetite, fever, night sweats);
 - d. Past or current mental illness, including hospitalizations;
 - e. History of or current suicidal ideation;
 - f. Dental problems;
 - g. Allergies;

- h. Legal and illegal drug use (including type, amount, and time of last use);
 - i. Drug withdrawal symptoms;
 - j. Current or recent pregnancy; and
 - k. Other health problems as designated by the facility practitioner.
7. Reception personnel also record their observation of unusual presentation which could include:
 - a. Appearance (e.g., sweating, tremors, anxious, disheveled);
 - b. Behavior (e.g., disorderly, appropriate, insensible);
 - c. State of consciousness (e.g., alert, responsive, lethargic);
 - d. Ease of movement (e.g., body deformities, gait);
 - e. Breathing (e.g., persistent cough, hyperventilation); and
 - f. Skin (including lesions, jaundice, rashes, infestations, bruises, scars, tattoos, and needle marks or other indications of drug abuse).
 8. The disposition of housing for the detainee is indicated on the receiving screening form.
 9. Receiving screening forms are dated and timed upon completion.
 - a. Forms are signed by manual or electronic signature that includes the title and name of the person completing the form.
 10. During the receiving screening, the prescribed medications and schedule followed prior to book-in are reviewed.
 - a. Health care staff completes a Medication Verification Form and notifies the facility practitioner. The facility practitioner will provide orders and a schedule for administration of the appropriate medications/treatments.
 11. The responsible practitioner approves a program used to train correctional personnel in how to conduct the receiving screening; early recognition of medical and mental health conditions requiring clinical attention; and how to contact the facility practitioner to determine appropriate disposition of the patient.
 - a. Medical clearance for admission may be granted or the individual may require transport to an emergency facility for clearance.
 - i. When a detainee presents with symptoms obvious to a lay person as a medical emergency, custody staff should send the detainee to an emergency medical facility. Custody staff should notify the facility practitioner as soon as possible after the emergency.
 12. In the event a detainee presents with symptoms of an obvious or serious and immediate health condition, he or she may be deemed as not Fit for Confinement. Health care staff regularly reviews the

receiving screenings to monitor the safety and effectiveness of the officer-conducted health screenings.

HEALTH APPRAISALS

MICHIGAN DEPARTMENT OF CORRECTIONS ADMINISTRATIVE RULES FOR JAIL AND LOCKUPS, R 791.732, HEALTH APPRAISALS, RULE 32.

The extent of the health appraisal, including physical examination, will include at minimum:

- Review of intake screening form.
- Collection of additional data regarding medical, dental, psychiatric, and immunization histories.
- Appropriate laboratory and diagnostic testing, if needed.
- Recording vital signs (height, weight, pulse, blood pressure, temperature).
- Physical examination with comments about mental and dental status.
- Gynecological assessment and pregnancy testing for female inmates, if needed.
- Review of physical examination and test results by a practitioner for problem identification.
- Initiation of therapy when appropriate.
- Dental triage screening.
- Other tests and examinations as appropriate.

Any results from the history and physical of the patient that indicate the need for further care will be reviewed by a practitioner for appropriate disposition.

ELECTRONIC MEDICAL RECORDS

- a. The Jail utilizes Electronic Medical Records (EMRA), to maintain all inmate medical records.

Jails and Detention Centers need a special kind of Electronic Medical Record (EMR). Systems built for traditional health care just do not function the way correctional facilities need them to. Unable to find a great solution, ACH created one. DetainEMR is our proprietary EMR through our sister company, Advanced Inmate Medical Management (AIMM), LLC. It functions just like the Livingston County Jail needs it to do, without the extra frills.

While an Electronic Health Record (EHR) is a more comprehensive report of the patient's overall health, an EMR is a narrower view of a patient's medical history, mainly used by providers for diagnosis and treatment. DetainEMR generates a prescription file that can be electronically faxed to the pharmacy, making medication ordering easy. The system does not currently have an inventory management

system; it does, however, have electronic Medication Administration Records (MARs). DetainEMR can provide reports of patients on medications, as well as which patients take health medications.

SAMPLE MEDICAL RECORD

- b. Bidder shall submit one sample medical record containing all chart forms with their proposals.

ACH has included a sample medical record on pages 92 to 93 of our response.

MEDICAL RECORDS

- c. All medical records shall be accurate, comprehensive, legible, up-to-date, and maintained for each inmate under its care. Medical records are confidential. Awarded Vendor shall ensure specific compliance with standards regarding confidentiality, informed consent, and access/disclosure.

ACH agrees to the service listed in this section of the Request for Proposal. All inmates will have a medical record which will be kept up to date. The record shall accompany the inmates at health encounters and will be forwarded to the appropriate facility in the event of transfer upon request of the County. Access to medical/dental records will always be controlled by healthcare personnel and all rights concerning the confidentiality of the medical records will be followed. All transcribing and filing of information in the medical/dental record will be done by professional nurses or trained medical records clerk. The medical records always will remain the property of the County.

FILING OF OUTSIDE CONSULTS

- d. Procedures shall be established for the receipt and filing of all outside consults, emergency room visits, and inpatient hospitalizations. The awarded Vendor shall comply with the State's statute regarding retention of health records and HIPAA requirements. All medical records are the property of Livingston County.

ACH agrees to the requirements in this section of the Request for Proposal.

MANAGEMENT INFORMATION SYSTEM

- e. Management Information System - The method to be used in implementing a system for collecting and analyzing the trends in the utilization of health care services. Providers shall provide a copy of the format to be utilized for reporting data. The format utilized must

be acceptable to the Livingston County Sheriff's Office and the Livingston County Board of Commissioners.

ACH agrees to the requirements in this section of the Request for Proposal. Please refer to our sample reports on pages 28 to 34 of our response.

STAFFING/SUBCONTRACTING

- f. Staffing/Subcontracting –If there are any subcontracted positions the following information must be provided:

1. The position, i.e., Dentist, Doctor, etc.
2. Work hours, i.e., Designated work hours per day / contract hours per week
3. Staffing pattern, i.e., and designated hours for each position

ACH agrees to the Practitioner requirements in this section of the Request for Proposal. However, ACH is aware that finding a dentist has been extremely difficult and we have been working on this issue since January. We have contracted with US Dental Solutions who has setup the equipment and is in the process of recruiting a dentist. ACH will not include this service in our pricing proposal but will offer this as a pass-through service with no mark up on the dental service.

- The Contractor shall not subcontract or assign services after award of a contract without the written approval of Livingston County. In addition, the awarded Contractor will not hire any County employee for any of the required services without the County's written approval.

ACH takes an exception to this section of the Request for Proposal. ACH will hire a contractor through US Dental Solutions once the contract is awarded. The dental part of the services requested in this section will be subcontracted out to US Dental Solutions. ACH will, however, negotiate this with the County and seek written approval before the services start.

PERSONNEL MANAGEMENT

- g. Personnel Management

1. Provisions for LCSO participation in medical staff hiring.

2. LCSO requires staffing credentials, job descriptions and personnel files (under appropriate circumstances related to issues of safety, security and MDOC Rules).
3. Provide information concerning the following personnel matters:
 - Recruitment practice
 - Equal employment opportunities (EEO)
 - Licensee/certification requirements
 - Staff training and personnel development
 - Orientation of new personnel
 - Employee assistance program
 - Continuing education program
 - In-service training
 - Performance reviews
 - Employee Leave – Holidays, Vacation, Sick or Personal Time Off, Military, FMLA

ACH agrees to the requirements in this section of the Request for Proposal.

MANAGEMENT REPORTS

- h. Management Reports: Including monthly service reports and cost reports related to hospitalizations, psychotropic medications, relevant discounting, and cost savings.
In order to avoid redundancy, please refer to our sample reports on pages 28 to 34 of our response.

MEDICATION UTILIZATION MANAGEMENT

- i. Medication Utilization Management: In the proposal, the Bidder shall outline the management of dispensing medication to contain the expense for all medication for both prescription and over the counter medications. Please provide a list of medications and the cost for each medication, both prescription and over the counter medication. ACH utilizes a cost-effective, correctional-sound pharmacy for inmate medications that are provided through a correctional pharmaceutical vendor. A backup community pharmacy system is also available as needed. Stock legend medication is available on-site for urgent medication needs. ACH does not use a formulary because of the risk of having to provide a medication that may work for eighty percent of the inmate population, may not work for the other twenty percent. A good example is a formulary for hypertension (High Blood Pressure). If the formulary said to prescribe lisinopril, but the person has kidney failure, this could lead to further damage to the kidneys. With the medical history of the patient, our

practitioners might try a different medication for hypertension such as hydrochlorothiazide or acebutolol. However, if an expensive prescription is required, we will contact the Livingston County Jail Administration so that appropriate measures may be taken. ACH practitioners have the freedom to prescribe medications they believe are in the best interest of their patients without a formulary. ACH believes this is one of many reasons that ACH saves lives of those entrusted into our care compared to our competitors. Please see our response on pages 100 to 103 for more information. However, if an expensive prescription is required, we will contact the Livingston County Jail's Administration so that appropriate measures may be made.

Purchase of controlled substances, legend medications and Over the Counter (OTC) medications will be in accordance with ACH's contracted pharmacy vendor. In the event a drug is required for immediate use and cannot wait the normal delivery time from ACH's contracted pharmacy, we will contact ACH's contracting pharmacy to assist in obtaining the drug from an emergency back-up (local) pharmacy. All controlled substances, syringes, needles, and surgical instruments will be stored in accordance with regulations and acceptable standards.

With the volatility of the medical and pharmaceutical industry, these numbers can double or even sometimes triple depending on the circumstances. A good example was the cost of an EpiPen twin pack. In 2014, the price was approximately \$375 per EpiPen twin pack. In 2017 that price had went up to \$750 per EpiPen twin pack. That represents a 100% increase in price in 3 years.

Because of our strong partnership with national pharmaceutical companies, we are able to pass those savings to the county. For example, our purchasing power currently allows us to save our facilities an average of 56% on insulin.

REPORTING

- j. Reporting: The following will be included as part of the contractual requirements. Include any additional reporting feature your company offers.
 - 1. The Vendor shall report to the Livingston County Sheriff's Office and will cooperate and confer as necessary to ensure satisfactory work progress.

ACH agrees to the requirement in this section of the Request for Proposal.

2. All reports, estimates, memoranda, and documents submitted by the Vendor must be dated and bear the Vendor's name.
ACH agrees to the requirement in this section of the Request for Proposal.

3. All reports made in connection with these services are subject to review and final approval by the Sheriff's Office.
ACH agrees to the requirement in this section of the Request for Proposal.

4. The County may review and inspect the Vendor's activities during the term of the Contract.
ACH agrees to the requirement in this section of the Request for Proposal.

5. When applicable, the Vendor will submit a final, written report to the Sheriff's Office.
ACH agrees to the requirement in this section of the Request for Proposal.

6. The County may review any of the Vendor's internal records, reports, or insurance policies pertaining to services provided under the Contract or costs billed to the County within ten (10) business days from the request.
ACH agrees to the requirement in this section of the Request for Proposal.

- k. Awarded vendor is encouraged to participate in joint meetings and possible collaboration /cooperation with support agencies and services such as Community Mental Health, Community Public Health, and Community Corrections.

ACH believes that connections are foundational to collaboration, so we practice working together and breaking down those barriers that prevent organizations from working together. ACH will collaborate with the jail and medical staff at the facility to make sure that the inmates are receiving the proper treatment.

- l. Continuous Quality Improvement Committee - The proposal shall indicate the method to be used in instituting and maintaining a Continuous Quality Improvement (CQI) Committee. The committee

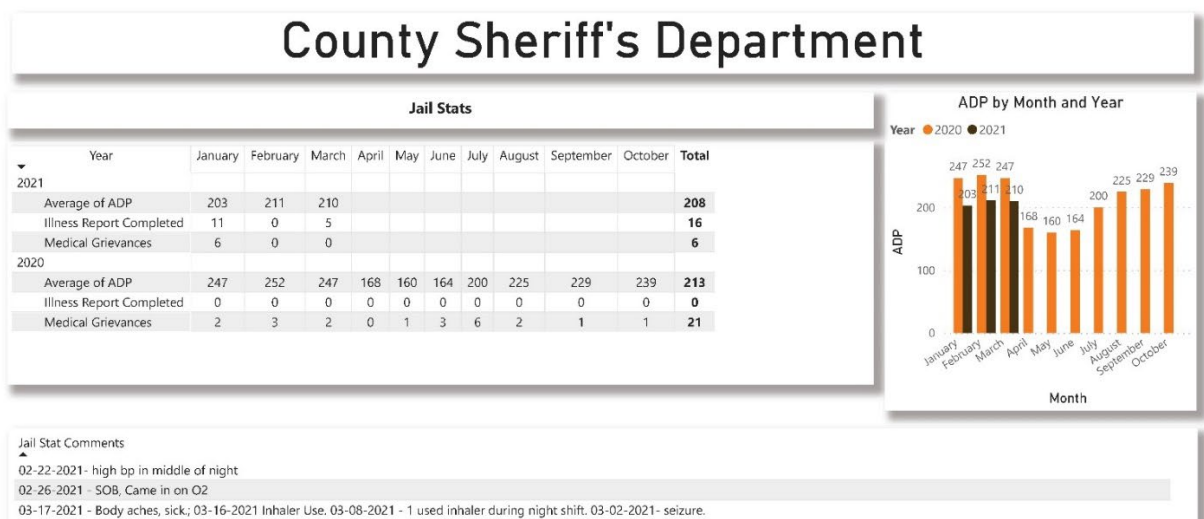
shall be responsible for developing, recommending, and implementing all policies and procedures necessary for the operation of the health program at the Livingston County Jail. The proposal shall identify the recommended committee members and how often the committee will meet. The County has final approval of the committee membership.

ACH conducts a comprehensive quality improvement program on-site to evaluate and review the quality, timeliness and appropriateness of the care provided to incarcerated patients. ACH prefers that the meetings are done every four months to allow enough data to be collected but will conduct them as often as the Sheriff or the Administration would prefer. CQI meetings encourage ongoing data collection of the quantity and types of medical conditions and chronic illnesses we expect to see in correctional facilities. The CQI meetings also review significant issues, changes and provide feedback to the health care program. CQI reports may include suggestions for corrective action plans, preventative, or remedial actions based on analyzing the reports' data.

"They provide a service to the facility that I do not have to worry about."

Kansas Client, 2020

Please see the sample CQI Reports below:

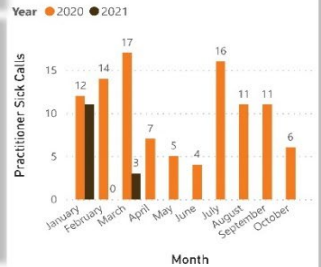


County Sheriff's Department

ACH In-House Health Care Activity

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Practitioner Sick Calls	11	0	3								14
Psychiatrist/Psychiatric NP	0	2	0								2
Chronic Clinic Visits	6	6	2								14
Dentist Visits	0	12	0								12
2020											
Practitioner Sick Calls	12	14	17	7	5	4	16	11	11	6	103
Psychiatrist/Psychiatric NP	0	0	0	0	0	0	0	0	0	0	0
Chronic Clinic Visits	6	3	3	0	2	1	1	4	4	3	27
Dentist Visits	0	16	0	6	0	12	11	8	0	9	62

Practitioner Sick Calls by Month and Year



ACH Activity Comments

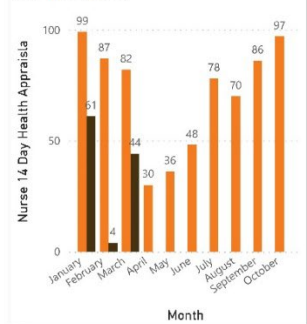
01-22-2021 CCC - seizures. CCC - HTN.

County Sheriff's Department

Nursing

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Nurse 7 Day Health Appraisal	0	0	0								0
Nurse 14 Day Health Appraisal	61	4	44								109
Number of Days Behind on Health Appraisal	3	0	0								3
Nursing Initial Sick Calls	151	71	70								292
Nursing Follow-Ups	108	3	22								133
Nursing Emergency On-Site	4	0	1								5
Detox Withdrawals	35	1	10								46
2020											
Nurse 7 Day Health Appraisal	0	0	0	0	0	0	2	0	0	0	2
Nurse 14 Day Health Appraisal	99	87	82	30	36	48	78	70	86	97	713
Number of Days Behind on Health Appraisal	0	0	0	0	0	0	0	0	0	0	0
Nursing Initial Sick Calls	145	138	123	73	62	67	93	73	113	79	966
Nursing Follow-Ups	33	26	43	22	4	39	6	23	8	7	211
Nursing Emergency On-Site	0	1	0	0	0	1	1	3	0	1	7
Detox Withdrawals	6	5	4	4	5	4	6	3	6	4	47

Nurse 14 Day Health Appraisal



Nursing Comments

02-15-2021 2 medical emergencies call to 2 different inmates' cells for chest pain & suspected high BP.

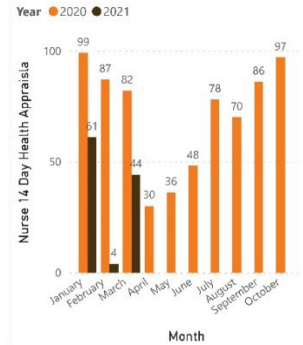
02-27-2021 - 2 more withdrawing from opiates.

03-16-2021 - annual med hx (365+ days).

County Sheriff's Department

Nursing

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Nurse 7 Day Health Appraisal	0	0	0								0
Nurse 14 Day Health Appraisal	61	4	44								109
Number of Days Behind on Health Appraisal	3	0	0								3
Nursing Initial Sick Calls	151	71	70								292
Nursing Follow-Ups	108	3	22								133
Nursing Emergency On-Site	4	0	1								5
Detox Withdrawals	35	1	10								46
2020											
Nurse 7 Day Health Appraisal	0	0	0	0	0	0	2	0	0	0	2
Nurse 14 Day Health Appraisal	99	87	82	30	36	48	78	70	86	97	713
Number of Days Behind on Health Appraisal	0	0	0	0	0	0	0	0	0	0	0
Nursing Initial Sick Calls	145	138	123	73	62	67	93	73	113	79	966
Nursing Follow-Ups	33	26	43	22	4	39	6	23	8	7	211
Nursing Emergency On-Site	0	1	0	0	0	1	1	3	0	1	7
Detox Withdrawals	6	5	4	4	5	4	6	3	6	4	47



Nursing Comments

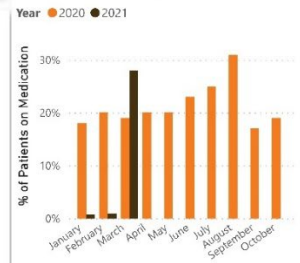
02-15-2021 2 medical emergencies call to 2 different inmates' cells for chest pain & suspected high BP.
 02-27-2021 - 2 more withdrawing from opiates.
 03-16-2021 - annual med hx (365+ days).

County Sheriff's Department

Medication

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Total Number of Medication Verifications Completed	4	4	6								14
% of Patients on Medication	1%	1%	28%								10%
% of Patients on Medication Errors	0%	0%	14%								5%
Medication Errors	0	0	0								0
2020											
Total Number of Medication Verifications Completed	0	0	0	0	0	0	0	0	0	0	0
% of Patients on Medication	18%	20%	19%	20%	20%	23%	25%	31%	17%	19%	21%
% of Patients on Medication Errors	9%	9%	9%	10%	11%	11%	12%	16%	11%	10%	11%
Medication Errors	0	0	1	0	0	0	0	0	1	0	2

% of Patients on Medication by Month and Year



Medication Comments

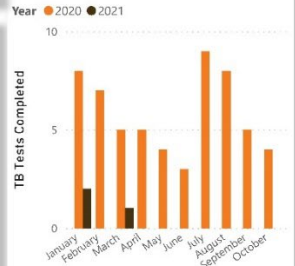
01-28-2021 - Inmate from prison with meds. 01-05-2021- IDDM brought in insulin pens.
 02-24-2021 - Med Error : failure to sign MAR on med given.

County Sheriff's Department

Radiology/Labs

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Diagnostic Procedures	5	1	1								7
Point of Care Tests	13	0	2								15
Lab Testing Sent Off-Site	9	12	7								28
TB Tests Completed	2	0	1								3
2020											
Diagnostic Procedures	6	3	3	3	3	2	4	3	3	3	33
Point of Care Tests	2	2	5	3	2	1	3	3	4	2	27
Lab Testing Sent Off-Site	4	3	7	4	0	8	4	3	0	8	41
TB Tests Completed	8	7	5	5	4	3	9	8	5	4	58

TB Tests Completed by Month and Year



Radiology Comments

01-28-2021 - 1 abd u/s Mobilex & NBSP. 1-22-21 - X-ray of knee, lumbar spin. 01-12-2021 - foot x-ray, paranasal x-ray.
02-27-2021 femur x-ray
03-08-2021 - Mobilex - ankle x-ray

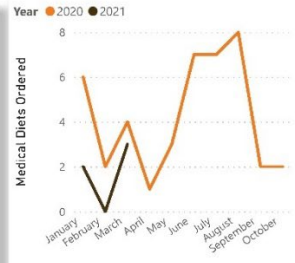
Laboratory Comments

County Sheriff's Department

Nutrition/Respiratory

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Medical Diets Ordered	2	0	3								5
Nebulizer Treatments Administered	1	0	0								1
Oxygen Therapy	0	0	0								0
CPAP Therapy	0	0	0								0
2020											
Medical Diets Ordered	6	2	4	1	3	7	7	8	2	2	42
Nebulizer Treatments Administered	3	0	0	0	0	0	1	1	1	4	10
Oxygen Therapy	0	0	0	0	0	0	0	0	0	0	0
CPAP Therapy	0	0	0	0	0	0	0	0	0	0	0

Medical Diets Ordered by Month and Year



Nutritional Services Comments

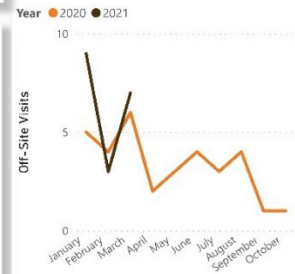
Respiratory Therapy Comments

County Sheriff's Department

Transfers to ER/Hospitalizations

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Transfers to ER			2								2
Admissions	2	0	1								3
Days in Hospital	11	0	1								12
Off-Site Visits	9	3	7								19
Total Deaths	0	0	0								0
2020											
Transfers to ER	1		5	2	0		6				14
Admissions	0	0	0	0	0	0	0	0	0	0	0
Days in Hospital	0	0	0	0	6	0	1	6	3	0	16
Off-Site Visits	5	4	6	2	3	4	3	4	1	1	33
Total Deaths	0	0	0	0	0	0	0	0	0	0	0

Off-Site Visits by Month and Year



Transfers to ER/Hospitalization Comments

Death Comments

County Sheriff's Department

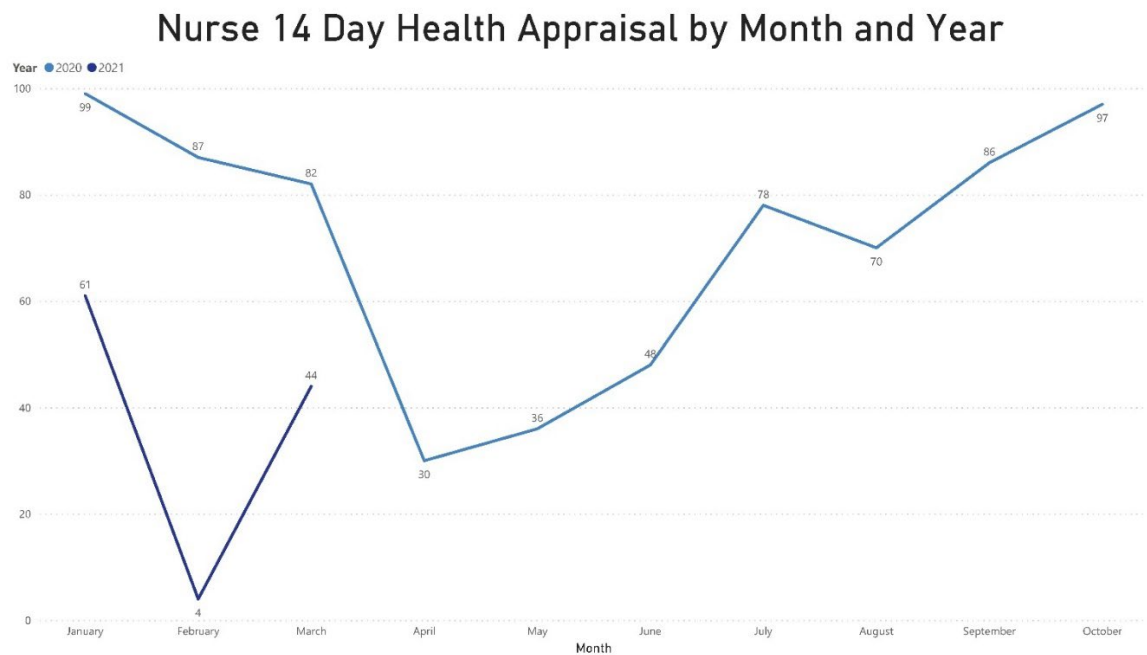
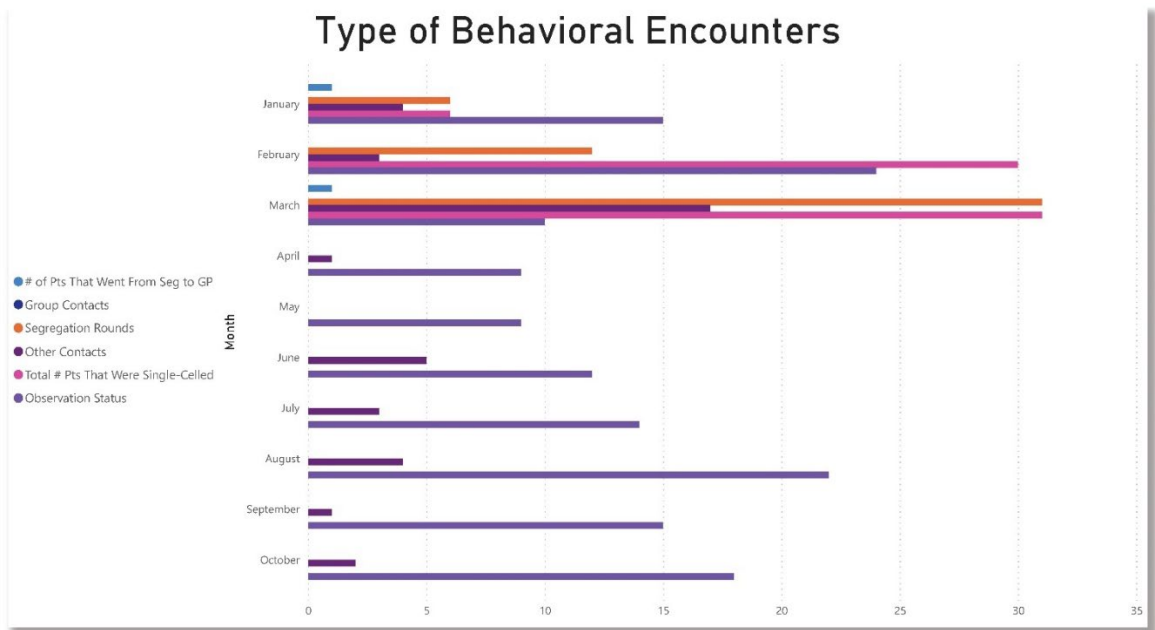
Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Asthma	9	3	7								19
Diabetes	8	0	12								20
Hyperlipdemia	5	0	6								11
Hypertension	26	2	25								53
HIV	3	0	1								4
Mood Disorders and Psychotropic Disorders	21	4	31								56
Health Department Reportable	0	0	0								0
TB	2	0	0								2
2020											
Asthma	6	4	3	3	4	3	6	4	0	6	39
Diabetes	6	6	5	3	5	7	7	6	0	11	56
Hyperlipdemia	0	2	3	0	3	3	3	3	0	9	26
Hypertension	10	9	10	14	13	12	12	15	0	12	107
HIV	0	0	0	1	0	0	1	4	0	18	24
Mood Disorders and Psychotropic Disorders	25	20	21	22	20	26	30	35	0	31	230
Health Department Reportable	0	0	0	0	0	0	0	0	0	0	0
TB	0	0	0	0	0	0	0	0	0	0	0

Off-Site Referrals To Specialist Comments

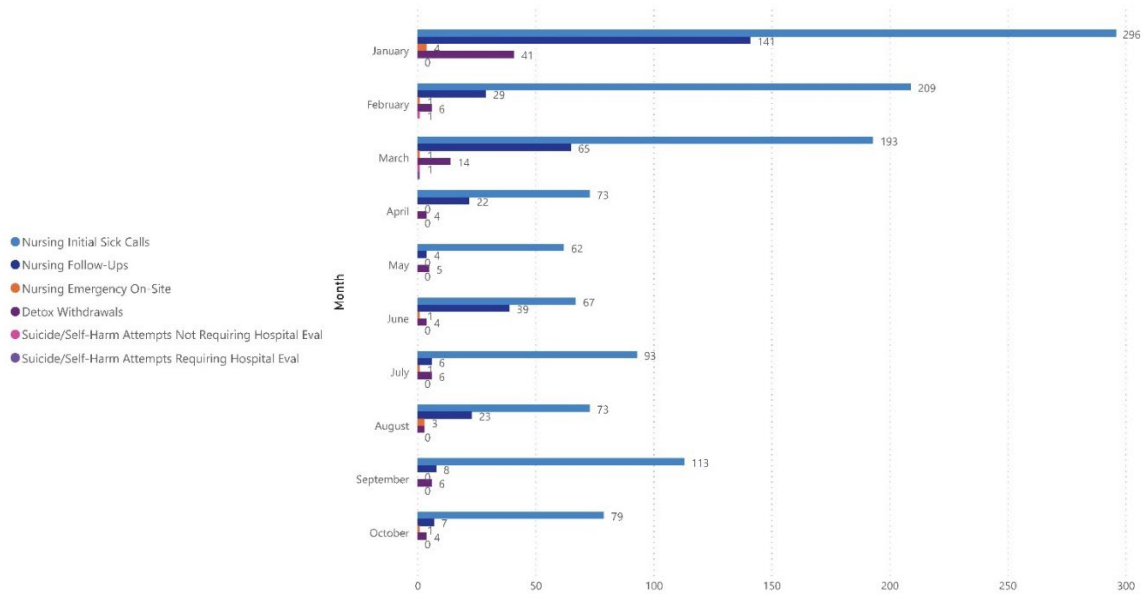
01-28-2021 - U/S bladder HRH. 01-25-2021 - ortho appointment & NBSP. 01-22-2021 - F/U w/doctor for trach fitting & NBSP. appt. w/internal medicine for eval. 01-21-202 - inmate to ortho. Inmate to ortho. 01-15-2021 - ENT - B ear infection w/o resolve. 01-14-2021 dermatologist.

02-26-2021 - eye clinic.

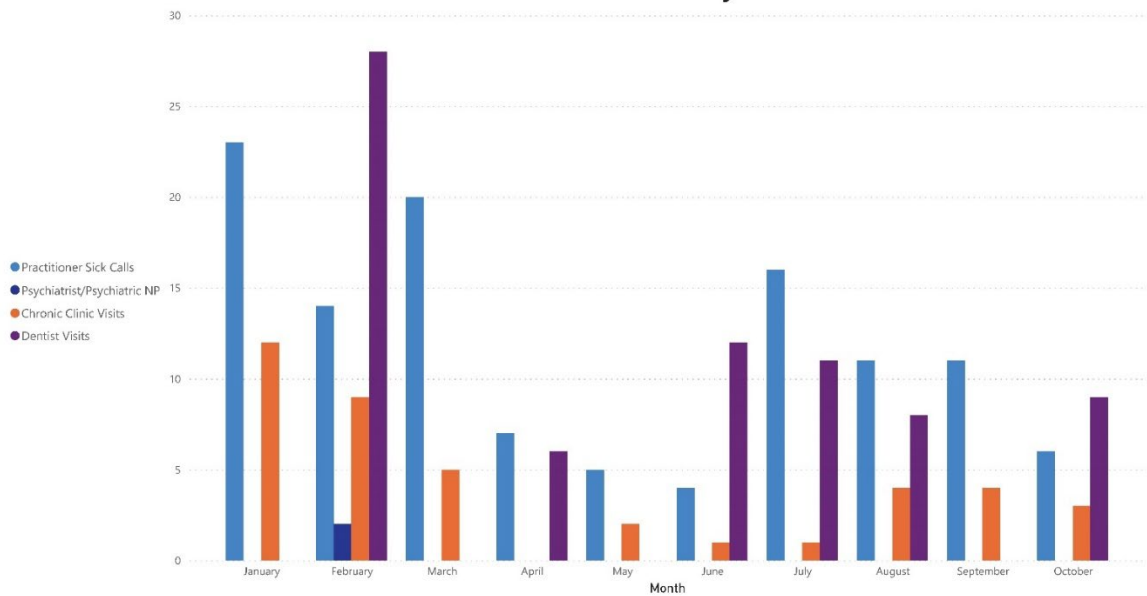
03-11-2021 - removal of object from ears.

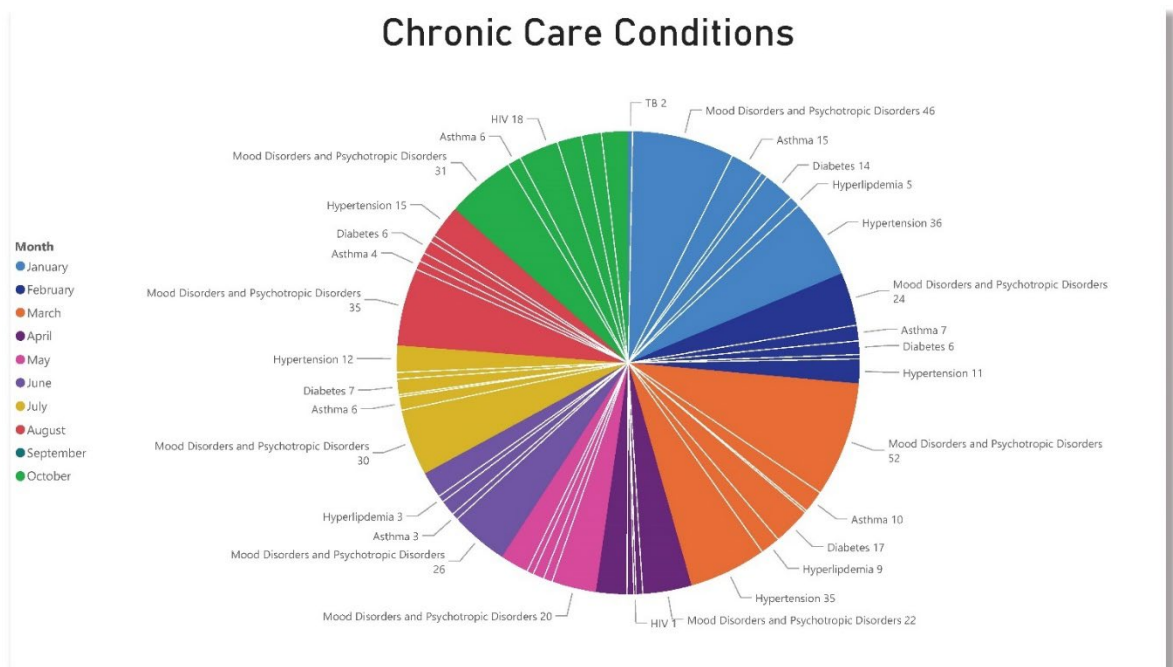


Nursing Evaluations



HealthCare Activity





MYTHOLOGY OF PRICING

m. Pricing: Identify the pricing and mythology for each of the services offered, i.e., Nursing, Dental, etc. with any additional cost identified.

1. Identify the total annual cost for all contract services and supplies: *Payable monthly for actual expenses and/or twelve (12) equal payments as agreed.*

Please refer to our Pricing Proposal on pages 5 to 6.

2. Identify and breakout the amount allocated for each service and/or supplies as necessary to full fill the contract requirements.

Please refer to our Pricing Proposal on pages 5 to 6.

3. ALL MEDICAL SUPPLIES WITH UNIT COST UNDER \$100 SHOULD BE COVERED BY VENDOR.

ACH takes a minor exception to this requirement. The County will be responsible for costs of medical supplies.

4. Any and all medical costs that have neither been previously discussed or, implied shall be covered in the annual contracted cost.

Please refer to our Pricing Proposal on pages 5 to 6.

5. All claims must be received by February 28th of each year for services provided in the previous fiscal year.

ACH agrees to the requirement in this section of the Request for Proposal.

QUALITY ASSURANCE

- n. Quality Assurance - Specific guidelines for a Quality Assurance Program (QAP). The Program Administrator will establish a program for assuring that quality health care services are provided to the inmates. The QAP will evaluate the health care provided to inmates both on-site and off-site for quality, appropriateness, and continuity of care.

ACH agrees to the requirement in this section of the Request for Proposal.

ACH conducts a comprehensive quality improvement program on-site to evaluate and review the quality, timeliness and appropriateness of the care provided to incarcerated patients. ACH prefers that the meetings are done every four months to allow enough data to be collected but will conduct them as often as the Sheriff or the Administration would prefer. CQI meetings encourage ongoing data collection of the quantity and types of medical conditions and chronic illnesses we expect to see in correctional facilities. The CQI meetings also review significant issues, changes and provide feedback to the health care program. CQI reports may include suggestions for corrective action plans, preventative, or remedial actions based on analyzing the reports' data.

"They provide a service to the facility that I do not have to worry about."

Kansas Client, 2020

EVALUATION PLAN WITH ACA AND NCCHC

- o. Evaluation - Plan which considers service provision, cost containment, customer satisfaction, and concurrence with American Correctional Association Standards, the National Commission on Correctional Health Care, and the Michigan Department of Corrections Administrative Rules for Jails and Lock-Ups.

ACH utilizes an ACA Audit Tool and a 60-page NCCHC Survey Questionnaire in assisting facilities with their accreditation process. These tools ensure that all criteria are met for the proper accreditation.

OFFICE EQUIPMENT NEEDS

- p. Office Equipment Needs - The vendor shall identify what equipment will be necessary to support the functions and services necessary to fulfill the contract terms.

ACH will work with the County to ensure adequate equipment is available. ACH will replace vendor provided equipment when, in our determination, that the equipment needs to be replaced. ACH has been in the correctional medical field for twenty (20) years and understands that the lifecycle for equipment varies based on use and age. ACH will replace up to \$5,000 per year in medical equipment.

GRIEVANCE PROCEDURES

- q. Grievance Procedures - The Vendor shall provide details regarding the grievance procedures as necessary to fulfill the contract terms.

ACH recommends a 4-step written procedure that includes involvement from the medical staff and ACH corporate staff. This 4-step procedure is in response to an informal complaint from an inmate that cannot be resolved. We will work to resolve the matter in a professional and productive manner. The medical staff and our corporate team will work to find a solution to the problem. ACH agrees to respond to complaints and grievances made by inmates in the manner established by the LCJ. Qualified health care professionals and responsible practitioner will make themselves available to the LCJ staff for all inquiries made in response to complaints and grievances, when requested.

TRANSITION PLAN

SAMPLE TRANSITION PLAN

Jail: Livingston County State: MI ADP: 269 Bid or RFP? RFP
 D-MO: Verda Stutzman RNM: PC: Rachael Wunder
 ACH Claims processor:
 Practitioners visit frequency:
 Total nursing hrs./days/wk. (RN, LPN, Other):
 Orientation date(s)/time(s): Start date: 01-01-2023
 @12:01a.m.

√	Timeline	Assigned	Task
	8 - 12 weeks ahead	D-MO	Provide information to recruiting about Advanced Correctional Healthcare (ACH) staffing hiring, background checks, on-boarding, and jail training.
	8 - 12 weeks ahead	PC	Email President, VPs, Directors, and attorney of verbal award.
	8 - 12 weeks ahead	D-MO	Contact Sheriff Michael Murphy and Jail Administrator Tarnesia Pringle, and the LCJ's team for introductions and a brief process overview. Discuss possible start and orientation times/dates. Encourage for all officers to attend orientation and offer flexibility for ACH training staff. Schedule a 2 nd , one-hour phone call to discuss in more detail.
	7-11 weeks ahead 2 nd call	D-MO	Schedule an on-site, one-hour meeting with Sheriff Michael Murphy Jail Administrator Tarnesia Pringle, and the LCJ team including highest ranking authority – meeting. Needs to occur <u>before</u> the first orientation class. Date/time:
	7-11 weeks ahead 2 nd call	D-MO	Discuss interview/application process. If retaining staff, request all attend the orientation training (clocked out from existing company and clocked in on "ACH time").
	7-11 weeks ahead 2 nd call	D-MO	Set up officer training (encourage all officers and nurses attend).

	6-10 weeks ahead 2 nd call	D-MO	Discuss status of current medical policies and determine what will be used day of startup and until updates are made.
	6-10 weeks ahead 2 nd call	D-MO	Discuss current Continuous Quality Improvement (CQI) process. Most recent CQI date:
	5-9 weeks ahead 2 nd call	D-MO	Discuss preferred frequency of CQI meetings. Check all applicable standards for required CQI timeframes.
	4-7 weeks ahead 2 nd call	D-MO	Confirm chosen vendors (see below) and notifies AA-CI. Address for deliveries – attention to who?
	3-6 weeks ahead Site visit	RNM	Review MARs to capture patterns/trends.
	2-5 weeks ahead Site visit	RNM	Inquire about current CLIA Waiver – obtain expiration date – or - discuss purpose and provide website info to apply.
	1-4 weeks ahead Site visit	RNM	Inquire about site-specific DEA Number – obtain expiration date – or – discuss purpose and assist with application.
	1-3 weeks ahead Site Visit	RNM	Review first 15 policies.
	1-2 weeks ahead	AA-CI	Prepare <i>Start-Up</i> box and contact D-MO to confirm <i>Start-Up</i> box delivery arrangements.
	By 12a.m. day of July 1, 2022	RNM	Contact practitioner to review medication orders.
	By 12a.m. day of July 1, 2022	RNM	Use MAR to create Chronic Clinic list(s).
	By 12a.m. day of July 1, 2022	RNM	Set up date to review all medical policies with administration.

CURRENT FINANCIAL REPORT



April 13, 2020

Advanced Correctional Healthcare, Inc.
3922 W. Baring Trace
Peoria, IL 61615

RE: Bank Reference Letter

To Whom It May Concern,

At the request of our client, Advanced Correctional Healthcare, Inc., please be advised of the following information. We currently have one demand deposit account with Advanced Correctional Healthcare, Inc. opened September 15, 2014 with historical and 12-month average balance in the low to mid seven figures.

We provide Advanced Correctional Healthcare, Inc. with a line of credit in the amount of \$2, 500,000. At the present time, there is a zero balance outstanding. This line will mature on January 10, 2022 and is secured by a first position security interest in the assets of the entity.

Advanced Correctional Healthcare, Inc. has maintained a satisfactory relationship with our Bank for 12 years.

If I can be of further assistance in this matter, please do not hesitate to contact me.

Bank:
JPMorgan Chase Bank, N.A.

Bank Representative:

A handwritten signature in blue ink, appearing to read "Joe Wortley".

Joseph A Wortley
Business Relationship Manager/ VP

RESUMES

JESSICA K. YOUNG, ESQ., CCHP-A

Jessica Young, Esq., CCHP, is a strategic legal professional with over 15 years' experience in correctional health care and employment law for the largest jail health care provider in the nation. She combines deep industry knowledge with training initiative development and lecturing, striving to change the negative media portrayal of the correctional health care industry.

Attorney Young is a nationally recognized lecturer on correctional health care topics, lecturing at the National Commission on Correctional Health Care (NCCCHC) conferences as well as new sheriff schools and state jail summits in Alabama, Illinois, Indiana, Kansas, Missouri, Ohio, Oklahoma, and Wisconsin.

A graduate of Penn State and Duquesne Law, Attorney Young studied abroad in Beijing, China. She was recognized as a 2021 Super Lawyers Rising Star honoree, awarded Corporate Counsel's Women, Influence, & Power Award for Innovative Leadership in 2020, and honored with the 2020 Creve Coeur Club's Nova Award which recognizes an emerging leader in community service. Attorney Young was also named as one of Peoria Chamber of Commerce & WEEK TV's 25 Women in Leadership in 2019; and named as one of iBi Magazine's 40 Leaders Under 40 in 2017.

She supports the Monica Young Memorial Scholarship which honors her late mother-in-law's life by helping learning disabled students advance once they leave high school. Attorney Young also supports the following nonprofit organizations: Concerns of Police Survivors, Disabled American Veterans, and Mission of Mercy Pittsburgh (a free dental clinic).

EDUCATION

- Law school, Juris Doctorate, Law, Duquesne Law, 2011 – Pittsburgh, PA
- Study Abroad, China University of Political Science & Law, 2008 – Beijing, China
- College, Bachelor of Arts, Political Science, Penn State, 2006 – University Park, PA

EXPERIENCE

- 2021 to Present: President & Chief Executive Officer, Advanced Correctional Healthcare, Inc.
– Nashville, TN and Peoria, IL
- 2018 to Present: President, Advanced Correctional Healthcare, Inc. – Peoria, IL
- 2013-2018: Senior Counsel, Advanced Correctional Healthcare, Inc. – Peoria, IL

- 2011-2013: Corporate Attorney, Advanced Correctional Healthcare, Inc. – Peoria, IL
- 2005-2011: Intern, Advanced Correctional Healthcare, Inc. – Peoria, IL

LICENSURE & CERTIFICATIONS

- 2020-Present: In-house Counsel, State of Tennessee #038196
- 2011-Present: Attorney, State of Illinois #6307374
- 2016-Present: Certified Correctional Health Professional (CCHP)
- Notary Public, State of Illinois
- CPR

COMMUNITY AWARDS

- 2021: Super Lawyers: Illinois Rising Stars honoree. *No more than 2.5% of the state's attorneys get selected to Rising Stars each year.*
- 2020: Women, Influence & Power in Law Awards honoree by Corporate Counsel in the Leadership Awards: Innovative Leadership category
- 2020: Creve Coeur Club's Nova Award. *This award recognizes an emerging leader in community service. Recipients have demonstrated characteristics that suggest they'd continue to lead the way to improve the Peoria area and our community: vision, endurance, dedication, responsibility with regard to family, work, community, charity, and leadership.*
- 2019: Better Business Bureau Torch Award for Ethics
- 2019: Peoria Area Chamber of Commerce & WEEK 25's 25 Women in Leadership
- 2017: iBi Magazine's 40 Leaders Under 40

COMPANY AWARDS

- PIG (Particularly Important Goal) Award 12/2020 (for designing and executing a program which saved the company over \$400,000 in its first year)
- Leadership 12/15/16, 8/30/18, 11/14/19, 2/18/19, 2/26/20
- Commitment 10/16/19, 11/21/19
- Empathy 11/8/19
- Initiative 3/4/19 ("mini pig" award for saving the company money)
- Dependability 6/16/14, 2/11/19
- Problem Solving 3/24/16, 1/18/19
- PIC (Professionalism-Problem Solving-Integrity-Commitment) Award 12/2018(highest award in the company; voted on by peers)
- Strategic Planning 11/15/18
- Collaboration 10/16/18
- Interpersonal Relations 5/31/18
- Responsiveness 12/6/14, 8/4/17
- Job Skills 3/17/17

- Composure 12/6/14, 12/5/15, 12/15/16 (voted the most “composed” person in the company)
- Flexibility 8/19/16
- Diligence 2/9/16
- Professionalism 12/6/14
- Ownership 12/7/13

BOARDS & ORGANIZATIONS

- 2020 to Present: Republican National Lawyers Association
- 2020 to Present: Treasurer, Springdale Cemetery Management Authority (SCMA) Board, Springdale Cemetery & Mausoleum (a National Historic Place) – Peoria, IL
- 2020 to 2021: Trustee, KDB Women’s Club Foundation – Peoria, IL
- 2019 to Present: Member, Board of Directors, Springdale Historic Preservation Foundation (SHPF), Springdale Cemetery & Mausoleum (a National Historic Place) – Peoria, IL
- 2019 to Present: SHPF Representative, Springdale Cemetery Management Authority (SCMA) Board, Springdale Cemetery & Mausoleum (a National Historic Place) – Peoria, IL
- 2018 to Present: Member, Young Professionals Committee, National Commission on Correctional Health Care (NCCHC)

TRAINING & LECTURING

- Missouri Jail Summit, May 2016, March 2021
- Kansas Jail Summit, May 2014, March 2020, March 2021
- Indiana Jail Summit, April 2016, 2017, 2018, March 2021
- Tennessee Jail Summit, March 2021
- Kansas New Sheriffs School, March 2021
- Missouri Sheriffs Association’s Jail Medical Seminar, March 2013, October 2020
- NCCHC, April 2016, October 2014, 2015, 2016, 2018, 2019
- Illinois Jail Summit, September 2012, 2014, 2016, 2017, 2018
- Wisconsin Jail Summit, July 2016, 2018
- Defense Research Institute (DRI) panel counsel meeting, March 2014, 2015, 2016, 2017, 2019
- Ohio Jail Advisory Board’s Jail Administrators Conference, October 2016
- Alabama Jail Association, March 2014
- Missouri Association of Counties Annual Conference, October 2013
- Oklahoma Sheriffs Association’s Jail Medical Seminar, August 2013
- Missouri New Sheriffs School, December 2012

NONPROFITS SUPPORTED

- COPS (Concerns of Police Survivors); Camdenton, MO. To remember their sacrifices, honor their surviving families, and rebuild shattered lives.

- Disabled American Veterans; Cold Spring, KY. To empower veterans to lead high-quality lives with respect and dignity.
- Mission of Mercy; Pittsburgh, PA. Free 2-day dental clinic which utilizes a dedicated team of both clinical and non-clinical volunteers to provide free dental care to those who need and deserve it most.
- Monica Young Memorial Scholarship; Pine Twp., PA. For students with learning disabilities who have an interest in furthering their education through a trade, technical or vocational school, university or college.

Jillian Bresnahan

Versatile, results-oriented Operations Leader & Project Manager with 10+ years of experience in leadership and operations roles within the healthcare industry. Advanced experience in leading daily client service operations along with steadfast listening skills which provide a valuable asset/tool to clients and ensures high productivity levels. Equipped with a significant level of communication and interpersonal abilities in addition to a strong background in effectively fostering positive relationships with others.

EXPERIENCE

- November 2020 – Present: Vice President, Medical Operations, Advanced Correctional Healthcare, Inc. – Franklin, TN
- August 2016 – November 2020: Director, Network Engagement, United Healthcare – Duluth, MN
- January 2012 – Present: Emergency Medicine Team Lead, Physician Assistant, Essential Health – Duluth, MN

EDUCATION

- College, Associate of Arts, Liberal Arts, Mesabi Community College – Virginia, MN
- College, Associate of Applied Science, Respiratory Therapy Management, Mesabi Community College – Virginia, MN
- College, Bachelor of Science, Respiratory Therapy Management, University of Missouri – Columbia, MO
- College, BA, Psychology with certification in Criminal Justice, University of Wisconsin – Madison, WI
- College, Master of Science, Physician Assistant Studies, University of North Dakota – Grand Forks, ND
- College, DBA, Business Administration with a Healthcare Specialty, Northcentral University – Prescott Valley, AZ

COMMUNITY INVOLVEMENT

- Vice President, Board of Directors, St. Ann's Residence, 2018-PRESENT
- Physician Assistance Program Board Member, College St. Scholastica, 2016-PRESENT
- Professor of Gerontology, The College of St. Scholastica, 2016-2021
- Culture Ambassador, United Healthcare, 2019-2020
- Innovation Ambassador, United Healthcare, 2019-2020

- Leadership Duluth, Duluth City of Commerce, 2020-2020
- Advanced Correctional Healthcare Leadership Coaching Program, 2020-PRESENT
- American Society of Addiction Medicine Member, ASAM, 2020-PRESENT
- National Commission of Correctional Healthcare Member, NCCHC, 2020-PRESENT
- American College of Healthcare Executives Member, FACHE, 2021-PRESENT

Melissa S. Caldwell, PHD, CCHP-MH
President of Freedom Behavioral Health, Inc.
Clinical-Forensic Psychologist

Melissa S. Caldwell, Ph.D., CCHP-MH holds a doctorate in Clinical/Community Psychology. Dr. Caldwell is also a Certified Correctional Healthcare Professional (CCHP) with mental health specialty. The CCHP-MH certification recognizes professionalism and excellence among individuals employed in correctional healthcare. She has nearly 30 years of experience working with correctional and forensic populations – as a researcher and a practitioner in state psychiatric and correctional facilities, as well as for Sheriff's Departments in detention facilities. She serves on several committees whose mission is to improve the quality of behavioral health care (mental health, addictions) in correctional and forensic settings and for those professionals that serve in those capacities. She is frequently requested as a speaker on the state and national level on issues of behavioral health in law enforcement settings.

EXPERIENCE

- January 2021: President of Behavioral Health Services, Freedom Behavioral Health, Inc. - Franklin, TN
- January 2019 to January 2021: Vice President of Mental Health Services, Advanced Correctional Healthcare, Inc. - Peoria, IL
- August 2008 to December 2018: Director of Mental Health Services, Advanced Correctional Healthcare, Inc. - Peoria, IL
- August 2013 to Present: Expert Witness/Consultant (Topic areas: correctional mental health care, delirium, and constitutional responsibilities of jails, suicide preventative architecture)
- January 2009 to 2013: Forensic Evaluator (US Department of Homeland Security/Immigration & Customs Enforcement)
- November 2005 to April 2013: Psychologist Supervisor, Kenosha County Sheriff's Department - Kenosha, WI
- August 2003 to 2008: Licensed Psychologist, Wisconsin Department of Corrections - Sturtevant, WI
- Member of the DOC 350 Workgroup (Contribution: Qualified Mental Health Professional: required credentials)

EDUCATION

- Graduate School, PhD, Clinical/Community Psychology with minors in law and human development, 2003: University of Illinois - Champaign-Urbana, IL

- Post-Doctoral Internship, 2003-2004: Ethan Allen School, Wisconsin Department of Corrections Juvenile Division, Wales, WI
- Pre-Doctoral Internship, 2001-2003: Court Appointed Special Advocate-University of Illinois-Champaign-Urbana, IL
- Graduate School, MA, Clinical/Community Psychology, 2001: University of Illinois - Champaign-Urbana, IL
- College, BA, Psychology with certification in Criminal Justice, 1998: University of Wisconsin - Madison, WI

PSYCHOLOGIST LICENSURE

- State of Illinois
- State of Indiana
- State of Iowa
- State of Michigan
- State of Minnesota
- State of Wisconsin

VERDA J. STUTZMAN
Director of Medical Operations

Experience	<p>Advanced correctional healthcare Franklin, TN</p> <p>DEC 2021- present Director of medical operations (DMO) Northeast Division Responsible to manage 5 Regional Nurse Managers. Responsible for the budgeting of 75+ jails in MI, IN, & OH. Creating staffing plans, communicating with multiple organizations to partner with the jails.</p> <p>JULY 2018 – Nov 2021 REGIONAL NURSE MANAGER Responsible for payroll, hiring, terminating, training, and assisting nurses and practitioners in county jails across 5 states. Communicating with jail administrations and completing CQI reports, statistical data keeping, and budget monitoring.</p> <p>Daviess Community Hospital Washington, In</p> <p>August 8, 2016 – July 15, 2018 Registered Nurse Responsible for patient care, medication passes, communication with patient, families, and coworkers. ST. MARY’S HOSPITAL EVANSVILLE, IN JANUARY 8, 2015 – AUGUST 8, 2016 REGISTERED NURSE Responsible for patient care, implementation of physician prescribed orders, communication with patient, family, and coworkers.</p>
Education	<p>Ivy Tech Community College, Evansville, In Associates degree in nursing January 2012- December 2014</p> <p>INDIANA BUSINESS COLLEGE, VINCENNES, IN MEDICAL CODING DEGREE June 1995-June 1996</p>

Communication

I am able to communicate well in high stress environments and proficient in multitasking.

Leadership

Hazmat certified, charge nurse, preceptor for new employees.

SAMPLE MEDICAL RECORD

Jamie Nutz RN

BROWSE
PAGE

SHARE
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LIVINGSTON COUNTY MI
MEDICAL
PATIENT INFORMATION

Livingston County Jail
June 07, 2022

DETAINEE INFORMATION
PROBLEM LIST
PROGRESS NOTES
MEDICATION ADMINISTRATION
MEDICAL HISTORY
CHRONIC CLINIC
LABS/X-RAY
VITALS
FLWSHEETS
MISC DOCUMENTS
MENTAL HEALTH

123456 | TEMPLATE INMATE

Inmate ID:	123456
First name:	Template
Last name:	Inmate
Gender:	Male
Date of Birth:	04/12/2010
Age:	9
Location:	Not Assigned

Jamie Nutz RN

BROWSE
PAGE

SHARE
 FOLLOW

DETAINEE INFORMATION
PROBLEM LIST
PROGRESS NOTES
MEDICATION ADMINISTRATION
MEDICAL HISTORY
CHRONIC CLINIC
LABS/X-RAY
VITALS
FLWSHEETS
MISC DOCUMENTS
MENTAL HEALTH

123456 - Template Inmate

Please Select Form To Create
 Create

Progress Notes
Other Forms

Date Range Search
 From Date
 To Date

Show
☐ Marked Errors

Show 10 entries
 Search:

	Name	Document Type	Recorded Date	ScannedNote	MD	NPPA	Nurse	Created By	Status
	1548.pdf	Medical Progress Note	2/27/2019		Yes	No	No	Carrie Reindollar - AJMM Operations Manager	Complete
	1548.pdf	Medical Progress	2/27/2019		Yes	No	No	Carrie Reindollar - AJMM Operations Manager	Complete

- Documents
- Progress Notes
- Lab Documents
- Medical History Documents
- Mental Health
- Misc Documents

NURSES TASK LIST SCANNED DOCUMENTS QMHP TASK CHRONIC CLINIC TASKS PRACTITIONERS TASKS PSYCHIATRISTS TASKS

NURSES TASK LIST

[+ new task](#) or [edit this list](#)

Settings ? Jamie Nutz RN

SHARE FOLLOW

MEDICAL SITE

Click here to view task lists for nurses, mental health, and practitioners.

Open site

PATIENT INFORMATION

Click here to view a searchable list of detainee charts.

Find an inmate

REQUEST NEW USER

Please visit the link below to request new user, replace a user or remove existing user.

Request new user

TRAINING AIDS

Click here for links to the DetainEMR user manual, quick reference guides, checklists, and more.

Obtain training materials

TRAINING VIDEOS

If you are interested to learn more about DetainEMR feature please visit our video portal.

Watch and Learn

SUPPORT

If you have question or problem, please visit our support portal

REPORTS

Click here to compile statistics and reports.

Medication Administration Record

Inmate Information

Loc: 4A - 1 item(s) Filter

First Name: TROY Last Name: BAKER Inmate Location: 4A Cell: C12B1 Date of Birth: 12/28/1979 Inmate Number: 185458

Diagnosis: Anxiety Allergies:

Print Validate

Flow Sheets

Med Pass Time: 0700

Month: June Year: 2022

Display Discontinued Meds

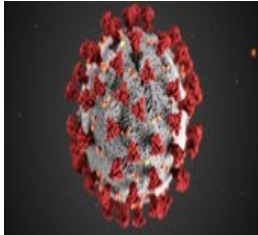
Type	Medication	Strength	Directions	Start Date	Stop Date	Prescriber
Medication	Xanax (Alprazolam)	5mg	Give 5mg PO BID	3/9/2022	8/31/2022	Doctor Now

Hour: 0600 0700

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

VALUE ADDED SERVICES

In addition to the programs discussed in our Scope of Services, ACH provides the following programs to Livingston County as Value Added Services.



COVID-19 RELIEF

ACH is here to lend a helping hand during these difficult times. ACH provides a specific COVID-19 website (and will for any other future pandemics) (www.advancedch.com/COVID19) to provide current information and recommendations for safety, PPE equipment and the latest CDC updates. While under contract, ACH will help Livingston County with any future medical pandemic by explaining the best practices for that pandemic for the county employees and those entrusted in their care. This program, as referenced on page 13, resulted in the Ford County Kansas Jail having no positive cases of COVID-19 in almost a year after the pandemic was declared in the United States.

JACKSON COUNTY, MI -- Just weeks after the facility's largest outbreak yet, COVID-19's presence at the Jackson County Jail has drastically diminished. As of Monday, May 24, the jail is reporting five positive cases of COVID-19. "We attribute the turnaround to our medical staff [ACH], who went to full-time status to monitor and help isolate the virus," said Undersheriff Christopher Simpson.²

RUBICONMD

ACH partners with a network of 120 specialists to provide consultation to our site practitioners via a web-based application to increase access to specialty level care. This consultative service has historically led to a reduction in off-site transports. This service helps reduce (but not entirely eliminate) the security concern of the Sheriff and the Administration of off-site transports. This service provides ACH with same day consults which in turn improves quality of care and eliminates unnecessary off-site visits reducing costs.



"ACH services keep inmates and staff in house which keeps security high."
Kansas Client, 2020



ADVANCED PURCHASING PROGRAM

Our program enables Livingston County (the whole county) to partner directly with our suppliers and receive preferred discounted pricing on regularly purchased items for all county facilities. Such items might include disposable gloves, garbage bags, paper towels, and batteries, to name few. This program, used to its fullest potential, could save your county thousands of dollars. We have provided a fact sheet that is on the following page about some, but not all, of the items that can be purchased through our advanced purchasing program.

² <https://www.mlive.com/news/jackson/2021/05/covid-19-outbreak-contained-at-jackson-county-jail-officials-say.html>

Advanced Purchasing Program with Premier Inc.

What is it?

Premier Inc. is a group purchasing organization (GPO) that helps to eliminate waste in your budget through reduced pricing. Though ACH's partnership with Premier, we are able to provide YOU with the MOST savings on necessary items for a correctional facility...and beyond.

Who benefits?

YOU. All ACH clients may take advantage of the Advanced Purchasing Program through Premier. Upon your enrollment, this program extends to businesses within your county such as schools, health depts, etc. You will be asked during the start-up process to complete an authorization form that allows us to obtain these benefits on your behalf from Premier.

If at any time you are unsure of your enrollment status in the program or would like to enroll, please contact Karen Peters at (309) 692-8100.

How do I use the program?

Your Regional Nurse Manager or Program Consultant will be able to assist you. They can get you started and look into pricing for you. Once the price is approved for your needed supplies, we will assist with ordering and have it delivered right to your door!

Why should we use Premier instead of shopping around?

Premier offers tiered savings based on the amount that is spent with them. The more the program is used, the higher the discounts on products you need. Many ACH clients use Premier, and this means TOP SAVINGS are available to YOU.

What type of items are available to order through Premier?

Anything! Common categories and items purchased by our clients include:

- **Jail Supplies:** Paper and plastic products, uniforms, mattress, sheets, and office supplies.
- **Jail Equipment:** Food and ice systems, sanitation equipment, washers, and dryers.
- **Medical Supplies:** PPE, clean up kits, smocks, drug tests, de-licer, and cleaning supplies.
- **Kitchen:** Kitchen wear, aprons, Styrofoam dishes and silverware, and table coverings.
- **Personal items:** Hygiene items, disposable razors, and toothbrushes.

Reach out and we will do our best to find your requested item at the lowest available price!

If you have any questions, or are interested in becoming a partner with Premier through ACH, please contact Linda Hultquist, Contract Advisor at 866-733-5145 Ext. 8166.



OFFICER WELLNESS

Free for your officers and our health care team through the Critical Incident Employee Rapid Response (CIERR) Program. ACH offers education and peer support during critical incidents or crisis situations. In addition to the CIERR Program, ACH will offer Mental Health First Aid for your officers also as part of our response. Please see the information on the following pages to obtain more information about these programs.



WHAT IS CIERR?

The CIERR program is designed to provide free education and peer support during times of **personal** or **professional** stress, critical incidents, or crisis situations.

It is:

- Peer-to-peer support
- Confidential
- Free to the user

HOW DO I GET HELP?

Notify your supervisor to reach out or send us an email. A CIERR program designee will reach out within 72 hours by telephone, email, or in person, whichever applies to your situation.

CIERR@freedom-bh.com

For more information on the CIERR program, please contact:

Melissa S. Caldwell, PhD, CCHP-MH
President of Behavioral Health Services
Melissa.Caldwell@freedom-bh.com

WHAT IS A CRITICAL INCIDENT?

- Challenging or distressing events at work or home
- Loss of loved ones
- Health issues affecting self or loved ones
- Suicide or unexpected death
- Line of duty injury
- Deaths that occur during professional service
- Events requiring critical emergency responses
- Natural disasters impacting the community
- Severe conflict within teams

Confidentiality will be maintained (as legally allowable) with all parties involved in the process.



Contact Us

info@freedom-bh.com ✉
www.freedom-bh.com 🌐

Because of our mental health approach to Officer Wellness, one of our Missouri Clients [ADP 940] saw their Workers Compensation claims drop from 119 claims in 2017 to 39 in 2020 to only 13 as of June 1, 2021. Officer Wellness is something that we include in our proposal because it is the right thing to do.



MENTAL HEALTH FIRST AID FOR PUBLIC SAFETY

Almost
10%
of police calls involved
someone with a
MENTAL ILLNESS IN 2014.
National Public Radio (NPR)

Nearly **1 in 4**
police officers think
of suicide at some
POINT IN THEIR LIFE.
*National Alliance on Mental Illness
via 2009 Centers for Disease Control
and Prevention Report*

1.2 million
individuals living with
mental illness are in jail
AND PRISON EACH YEAR.
Mental Health America

Why Mental Health First Aid?

Mental Health First Aid for Public Safety teaches you **how to identify, understand and respond to signs of mental illnesses and substance use disorders**. This 8-hour training gives you the skills you need to reach out and provide initial support to someone who may be developing a mental health or substance use problem and help connect them to the appropriate care. It focuses on the unique experiences and needs of public safety personnel and is a valuable resource that can make a difference in their lives, their coworkers' and families' lives, and the communities they serve.

WHAT IT COVERS

- Defusing crises.
- Promoting mental health literacy.
- Combating stigma of mental illness.
- Enabling early intervention through recognition of signs and symptoms.
- Connecting people to care.

WHO SHOULD TAKE IT

- Law enforcement
- Corrections officers
- Other first responders
- 911 dispatch staff

The course will teach you how to apply the ALGEE action plan:

- **Assess** for risk of suicide or harm
- **Listen** nonjudgmentally
- **Give** reassurance and information
- **Encourage** appropriate professional help
- **Encourage** self-help and other support strategies

TO FIND A COURSE OR CONTACT AN INSTRUCTOR IN YOUR AREA, VISIT
www.MentalHealthFirstAid.org OR EMAIL Info@MentalHealthFirstAid.org.



MENTAL
HEALTH
FIRST AID®

"Public safety officers, regardless of rank or position, may find themselves confronted with a mental health crisis. My Mental Health First Aid training helped me save a life, and regular incidents serve as reminders of how public safety officers fall back on their training in times of crisis."

*—Captain Joseph Coffey, Ret., Rhode Island Municipal Police Academy
and Mental Health First Aid National Trainer*

MEDICAL CLAIMS RE-PRICING

The vendor will be responsible for the re-pricing of medical claims. Once claims are received, the vendor will calculate the applicable discount (if any) and confirm the integrity of the claim prior to payment.

ACH agrees to the service listed in this section of the Request for Proposal. ACH will re-price medical claims. Once claims are received, ACH will calculate the applicable discount (if any) and confirm the integrity of the claim prior to returning to the county for payment. ACH averages a claims processing standard of 30 days; however, we anticipate being able to process these claims faster. This service is included in our program. This service is included in our program for a fee of 30% of the savings to the County.



WHO WE ARE

The price of medical care can be a significant expense. We take the responsibility of reviewing medical bills for off-site services that cannot be conducted within the correctional facility. This includes, but is not limited to, hospitalization, dialysis, lab and x-ray services, and specialty consults such as OB/GYN. Let us monitor your off-site care expenses for appropriateness and potential discounts.

WHAT WE PROVIDE

- ✓ A dedicated claims processor
- ✓ Elimination of medical bill errors
- ✓ Direct communication with providers
- ✓ Medical bill review and scrubbing
- ✓ Negotiated discounts
- ✓ Documentation maintenance
- ✓ Medical bill repricing
- ✓ Monitoring bills and recouping funds

WE SAVED OUR CLIENTS

\$40.2

MILLION

IN 2019

*Contact us
for a free
consultation!*

Contact us today for your
FREE consultation!

(309) 692-8100 | claimsrepricing@advancedch.com

DETAINEMR

Jails and Detention Centers need a special kind of Electronic Medical Record (EMR). Systems built for traditional health care just do not function the way correctional facilities need them to. Unable to find a great solution, ACH created one. DetainEMR is our proprietary EMR through our sister company, Advanced Inmate Medical Management (AIMM), LLC. It functions just like the Livingston County Jail needs it to do, without the extra frills.



Our EMR is more cost-effective than others.

While an Electronic Health Record (EHR) is a more comprehensive report of the patient's overall health, an EMR is a narrower view of a patient's medical history, mainly used by providers for diagnosis and treatment. DetainEMR generates a prescription file that can be electronically faxed to the pharmacy, making medication ordering easy. The system does not currently have an inventory management system; it does, however, have electronic Medication Administration Records (MARs). DetainEMR can provide reports of patients on medications, as well as which patients take health medications.

Nurses appreciate that DetainEMR is SOAP-note based.

Although ACH will not cover the costs of integration (the "bridge"), we can engage in discussions with the GCJ's Jail Management System (JMS) representatives and/or prior EMR vendor regarding the project. The "inmate import file structure layout" could be used to help Livingston County determine the cost of building an integration between DetainEMR and your current JMS provider.

Please see our Pricing Proposal on page 6 for pricing.

In the event any changes are made to the JMS, Livingston County must notify ACH at least 90 days prior to any changes being implemented. The county will be financially responsible for any changes made to the integration. Failure to notify ACH of these changes may cause the EMR system to malfunction and result in additional charges to the county to correct errors. Failure to notify ACH of these changes may also cause the system to malfunction and result in medical information being permanently lost or unrecoverable.

DetainEMR is cloud-based, so you can login from almost anywhere.

If the county asks ACH to arrange for AIMM, LLC to provide EMR at the facilities, both parties agree that ACH is protected and immune from any liability or cause of action which may arise from the use of the EMR.

ACH SAVES LIVES

ACH takes the care of those inmates entrusted in our care very seriously. We also know that part of this very important decision of choosing a new health care provider for Livingston County is the cost. Cost is not only associated with the cost of the new health care program, but in legal actions brought against Livingston County. One of the biggest expenses for any local jail like Livingston County are the lawsuits resulting from death or suicide of an inmate in their care.

"I can't express the relief supervisors feel with a company that understands the legal aspects in regard to inmate care."
Wisconsin Client, 2021

In an independent news article by Reuters news organization in October 2020, ACH was found to be the best when it comes to inmate deaths and suicides per 1,000 inmates for a private health care provider at local jails and detention facilities.

What makes ACH able to save more lives than our competitors? There are many reasons that include that we train our medical team on how to operate in a correctional setting. Practicing medicine in a jail environment is different than practicing medicine outside of the correctional setting. Our team understands the medical field in the correctional facility. Another reason is that we do not require our practitioners to follow a strict formulary for medicine for an inmate. We trust our practitioners to prescribe the most appropriate medicine for the individual inmate, just like in the local community. Another reason is that we do not require our practitioners to seek approval by these large corporation Medical Directors or Directors of Medical Operations. The jail practitioner understands the circumstances that surround their patient better than someone in a corporate office hundreds of miles away that have not personally dealt with the patient. And the last reason is that we do not have a utilization committee that the practitioner has to answer to about why they decided to send their patient out to see a specialist or order a certain test. These are services that are given to individuals in the community, and we believe that this allows us to save the lives of the inmates more than our competitors.

In a case in Arizona Federal Court, Federal Judge Roslyn Silver, blasted **Corizon** stating, "In these circumstances, there is no plausible compensation that can be provided to plaintiffs. The dead are not advantaged by defendants' repeated promises of better behavior in the future nor are they able to gain from monetary awards. It is impossible to quantify, monetarily, the harm suffered by prisoners because of a lack of adequate health care. It is true the parties expected compliance would take time, but neither plaintiffs nor the court expected that six

years after the stipulation, the court would be faced with having to sanction Defendants for at least **229 instances of noncompliance** regarding health care performance measures, assessing defendants' refusal to comply with clear court orders regarding monitoring requirements, and beginning anew with maximum custody and mental health monitoring." ³

In a case in Dayton, Ohio's Federal Court, **Naphcare** had a sign reading "If you can talk, then you obviously can (expletive) breathe" displayed in their medical section. This came after an inmate in that same jail was placed face down in handcuffs during a medical emergency and held there for 22 minutes. **Naphcare** settled their part of that case for \$500,000. **The county paid an estimated \$3 million to the family.**⁴

In another case against **Naphcare** in Seattle Washington, U.S. District Judge Ricardo Martinez found, "There is substantial evidence for the jury to find that each of these Defendants disregarded known or obvious risks to Ms. Rodriguez's health." The lawsuit, filed in 2019, claimed [the Detention Center] and Naphcare are liable for negligence, excessive force, assault, and violations of Rodriguez's Eighth Amendment protections against cruel and unusual punishment through denial of medical care. The lawsuit alleges the defendants were "indifferent and ineffectual" in their attempts to monitor Rodriguez's condition. **The county paid \$2 million to the family.**⁵

In a case filed against **Wellpath** in Michigan, the American Civil Liberties Union is claiming that their client was **denied access to prescribed medication to treat opioid withdrawal symptoms**. ACLU attorney Syeda Davidson said the organization received complaints from other inmates at the jail who said they were not receiving physician-prescribed medications to treat addiction, the Traverse City Record-Eagle reported Thursday.⁶

In a New York case New York State's Attorney General, Eric Schneiderman announced that **Armor Correctional Health Care** settled a case and agreed to a three (3) year band from providing medical services at any jail in the State of New

³ <https://www.azcentral.com/story/news/local/arizona/2021/07/19/trial-ordered-over-arizona-department-corrections-inmate-health-care/8016646002/>

⁴ <https://www.daytondailynews.com/news/crime-law/controversial-jail-sign-becomes-part-lawsuit-against-county/uKI2jfxBmylqsCEVklU5CP/>

⁵ <https://www.seattletimes.com/seattle-news/king-county-jail-pays-2-million-to-partially-settle-suit-over-woman-who-died-in-custody/>

⁶ <https://www.usnews.com/news/best-states/michigan/articles/2021-10-29/lawsuit-jail-denied-inmate-medication-to-treat-addiction>

York because they were not upholding their responsibilities under the contract and defrauding taxpayers and the health of inmates.⁷

In a Kentucky case, **Southern Health Partners (SHP)** was the subject of a suit brought by the administrator of the estate of a Hopkins County inmate. The Sixth Circuit Court of Appeals overturned a previous summary judgment, the court of appeals finding the company was recklessly indifferent to the medical needs of the 25-year-old who died while an inmate at the Hopkins County Detention Center from an antibiotic resistant MRSA infection. In another Kentucky case, Southern Health Partners settled a case filed against it by the family of a Montgomery County inmate who also died while incarcerated. Details of the settlement between **Southern Health Partners** and the plaintiff were not disclosed. However, in that case, **a \$400,000 settlement was reached for claims against Montgomery County jailer Eric Jones and several deputies.**⁸

In a central Arkansas case, **Southern Health Partners**, settled a wrongful death case in Saline County, Arkansas. Attorney George Ellis of Benton, who as an attorney for the Association of Arkansas Counties represented the county, jail administrator and sheriff, confirmed ... that **\$344,000 in public funds from the association were paid to settle his clients' share of the agreement.**⁹

Included on the following page is the chart with the number of deaths and suicides per 1,000 inmates. Having ACH as your healthcare service provider in Livingston County will save the lives of those entrusted in your care over any and all of our competitors. In fact, if you take the statistics below (in the chart) with deaths and suicides combined the top private healthcare providers responding to this Request for Proposal are as follows:

1. MEnD had 3.25 inmate deaths per 1,000 in 2019.
2. Wexford had 2.74 inmate deaths per 1,000 in 2019.
3. Naphcare had 2.72 inmate deaths per 1,000 in 2019.
4. QCC-IN had 2.52 inmate deaths per 1,000 in 2019.
5. Armor had 2.45 inmate deaths per 1,000 in 2019.
6. Corizon had 2.36 inmate deaths per 1,000 in 2019.
7. Wellpath had 2.27 inmate deaths per 1,000 in 2019.
8. Southern Health Partners (SHP) had 2.22 inmate deaths per 1,000 in 2019.
9. Mediko had 2.01 inmate deaths per 1,000 in 2019.

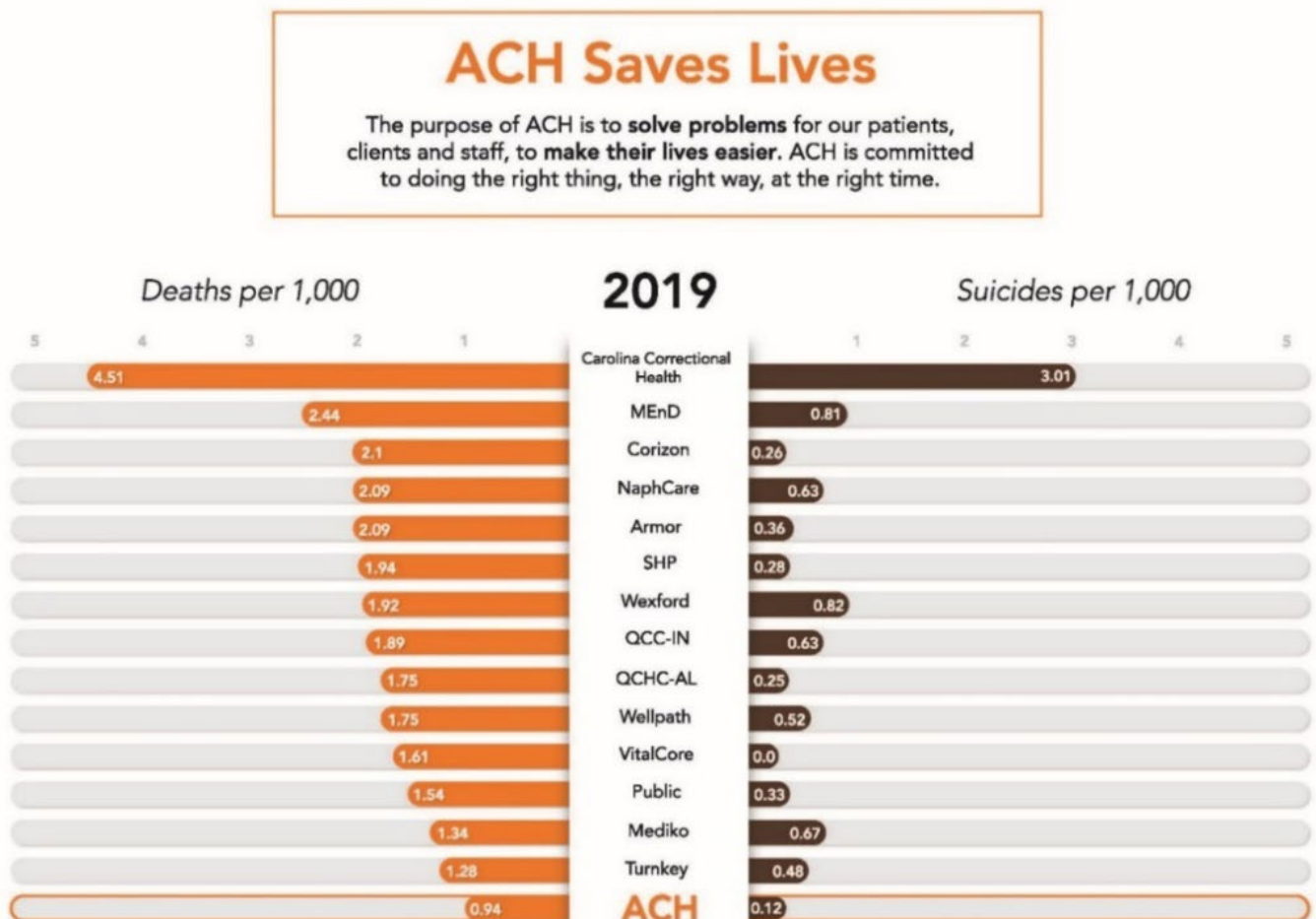
⁷ <https://www.jaildeathandinjurylaw.com/blog/21/achs-armor-correctional-health-services-medical-neglect-lawsuits/>

⁸ https://www.richmondregister.com/news/settled-inmate-jail-healthcare-provider-reach-settlement-in-lawsuit/article_7953a48e-3851-11e8-9bda-1325cd924ec6.html

⁹ <https://www.arkansasonline.com/news/2018/jun/17/344-000-paid-in-jail-death-suit-2018061-1/>

10. QCHC had 2.00 inmate deaths per 1,000 in 2019.
11. Turnkey had 1.76 inmate deaths per 1,000 in 2019.
12. VitalCore had 1.61 inmate deaths per 1,000 in 2019
13. ACH had 1.06 inmate deaths per 1,000 in 2019.

This represents a 35 to 67 percent lower rate of deaths per 1,000 inmates than our competitors. Statistically for Livingston County that could relate to anywhere from 7 (Mend), 5 (Wexford, and NaphCare), 4 (QCC-IN, Armor, Corizon, Wellpath), 3 (SHP, Mediko and QCHC) and 2 (TurnKey and VitalCore) more inmate deaths per year depending on the vendor selected to provide the inmate healthcare at the Livingston County Jail. Even if some of those deaths could have been prevented, Livingston could be looking at 1 to 4 deaths that they would have to pay the families of those inmates that died in their custody. **This fact alone could save inmate lives and Livingston County millions of dollars in legal cases every year.**



ACH AWARDS AND ACCOLADES

ACH has listed just a few of the Awards and Accolades that makes our company different than the other companies that usually bid for these services.

BBB TORCH AWARD FOR ETHICS WINNER

On 12/11/19, we were honored to receive the Better Business Bureau's Torch Award for Ethics. The award honors a company that demonstrates best practices, leadership, social responsibility, and high standards of ethics that benefit their clients, employees, and communities. We believe ACH is the first and only correctional health care company to receive this prestigious award. Our ethics stand is stark contrast to one of our competitors **Wellpath**, who settled a \$4.5 Million lawsuit in March 2021 in the death of a mentally ill jail detainee only after a Federal Judge finds it [Wellpath] destroyed evidence.¹⁰



The Great Place To Work logo, which consists of the words "Great Place To Work" in white text on a red square background.

GREAT PLACE TO WORK CERTIFIED

ACH is certified as a Great Place to Work® by *Fortune Magazine*. ACH is the first and only correctional health care company to receive this certification. This certification has been awarded consecutively from 2016 to 2021. This certification is awarded by a blind survey of not just current employees, but also those that are no longer with the company.

GOLDEN STETHOSCOPE & LIFESAVING AWARDS

A Golden Stethoscope is given to a health care team when they save a life. We also present Lifesaving Awards, to honor non-medical first responders such as correctional officers, when they perform an exceptional act under emergency conditions, where the action rendered directly results in sustaining a human life.



THE BELL SEAL FOR WORKPLACE MENTAL HEALTH

Advanced Correctional Healthcare, Inc. is officially certified at Silver for the Bell Seal for Workplace Mental Health from Mental Health America. ACH received a 94% in supportive workplace, 90% in Holistic Wellness at Work, and an 80% Caring Beyond Compliance scores.

¹⁰ <https://www.prisonlegalnews.org/news/2021/mar/1/private-medical-contractor-wellpath-pays-45-million-death-mentally-ill-jail-detainee-after-judge-finds-it-destroyed-evidence/>



THE DAISY AWARD

We are also the first and only correctional health care company to partner with the DAISY Foundation for Extraordinary Nurses.



Susan Kidman

August 2021

Sue Kidman, LPN

Camden County Sheriff's Office Detention Facility
Advanced Correctional Healthcare, Inc.
Camdenton, MO
United States

Earlier this year, we had an inmate in our custody for violating many orders of protection. He assaulted several guards while in our custody and was cited for contempt of court. This individual was not a model inmate. During his stay in our facility, he developed cancer that spread quickly throughout his body. Due to his violent nature, it was determined that releasing him would not be an option until he was incapacitated due to the danger posed. He then deteriorated so quickly that releasing him to a facility would still not be an option, so he was put on hospice within our jail.

Our jail nurse, Sue Kidman, did everything in her power to get him the necessary equipment needed to make his final days as comfortable as possible even though he had not treated her with respect on several occasions. As the inmate faced his final hours, he became scared and a little confused. Sue volunteered to come in after-hours to sit with him until his time eventually came, taking a huge burden off our fairly young staff, many of whom had never dealt with death before. She stayed by his side all day and night until the end showing great compassion to a man that had very little compassion for those around him as well as Sue herself. I found it to be a very forgiving and selfless gesture helping the inmate die with his dignity intact.

Our jail nurse, Sue Kidman, did everything in her power to get him the necessary equipment needed to make his final days as comfortable as possible.

“I can leave the jail knowing our correction officers will have wonderful, professional, and reliable help when needed.”

Michigan Client, 2020

CONCLUSION

ACH, a woman owned, and women lead corporation, has developed a custom-tailored proposal response, which offers and provides many options and enhancements to compliment the program as required by the Request for Proposals (RFP) for Livingston County. We confirm that our commitment to care for the patients, provide proven solutions, and demonstrate a solid strategic partnership which will successfully meet and exceed the needs of Livingston County and the requirements of the RFP.

We are confident that ACH is the health care provider that Livingston County would like to remain as a strategic partner so that we can continue to provide daily care for the patients at the Livingston County Jail. ACH would love to retain Livingston County as one of our strategic partners in the State of Michigan.

ACH is dedicated to expanding, revising, and adapting our program, accordingly, as warranted, and mutually agreed upon by Livingston County, as the population increases during the coming months and years. As previously specified, ACH reconciles the ADP quarterly, *up, and down*, to provide proper financial stewardship.

The ACH program will complement the LCJ by providing:

- Critical Incident Employee Rapid Response (CIERR) program for officer wellness. Our mental health company, Freedom Behavioral Health, provides this service because it is the right thing to do for Officer Wellness.
- Mental Health First Aid and medical training for the Jail staffs.
- Commitment and structured responsiveness to Livingston County communication requests. Our corporate team is available 24/7 by telephone to address any concerns or questions you may have about our services.
- ACH will provide medical care and officer wellness programs for the staff members at the facility free of charge.
- ACH will help inmates with connecting to community programs to assist them with their mental health and medical needs prior to release.

Our corporate team is ready to discuss and negotiate the entire program with Livingston County. Our team is accessible to answer any questions that the Livingston County Evaluation Panel might have about our proposal.

ACH will deliver a program that provides better stewardship of Livingston County's tax dollars, which offers the best value and is most advantageous to the Livingston County Jail.

ACH looks forward to continuing our strategic partnership and incorporating our program offerings as the preferred Medical and Mental Health Care Services provider for the Livingston County Jail. In addition to the mental and medical expertise at our corporate office, our corporate office leadership team has over one hundred (100) years of combined experience in the correctional field, ranging from a former correctional officer, a former quality assurance manager (over local, state, and federal inmates/detainees), former jail administrators, former jail superintendents, and a former sheriff. They have provided services to correctional facilities ranging in average daily populations from a hundred (100) to twenty-four hundred (2,400). The Program Consultant over the Livingston County Jail is Rachael Wunder who has been working with the LCJ since 2020.

ACH has strived to provide all information requested in the Request for Proposal. If we have left out anything in our response it was not intentional. If you should need any further clarification, please reach out to Jessica Young, President, and Chief Executive Officer, on her cell phone at (309) 550-8166. We will respond promptly to any inquiry.

APPENDIX I – NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement

This Nondisclosure Agreement (the "Agreement"), between Advanced Correctional Healthcare, Inc., a corporation located at 720 Cool Springs, Suite 100, Franklin, TN 37067 ("ACH"), and Richland COUNTY, _____(STATE) ("THE COUNTY").

Purpose. The parties wish to engage in discussions concerning the potential contractual partnership to provide correctional health care services (the "Designated Purpose"). In connection with this Designated Purpose, ACH may further disclose its Confidential Information (including but not limited to ACH's insurance loss/run report) to THE COUNTY. This Agreement is intended to allow the parties to continue to pursue the Designated Purpose while protecting ACH's Confidential Information (including Confidential Information previously disclosed to the other party) against unauthorized use or disclosure.

1. **Definitions.** Unless otherwise defined herein, capitalized terms used in this Agreement shall have meaning set forth below:

"Affiliate" means any person or entity which directly or indirectly controls, is controlled by or is under common control with such person or entity where "control" means the right to control, or actual control of management of such entity, whether by ownership of voting securities, by agreement, or otherwise.

"Confidential Information" means any oral, written, graphic or machine-readable information including, but not limited to technical or non-technical data, patents, patent applications, copyright, copyright applications, research, product or service plans, developments, inventions, processes, designs, drawings, patterns, compilations, engineering methods, techniques, devices, formulae, software (including source and object code), algorithms, business plans, agreements with third parties, lists of actual or potential services or customers, marketing plans, financial plans or finances and similar information relating to ACH, its Affiliates, the Designated Purpose, or any of their respective third party suppliers or customers furnished by or on behalf of ACH to THE COUNTY or any of its Representatives regardless of the manner in which it is furnished or obtained by THE COUNTY or its Representatives through observation of ACH's facilities or procedures (save and except communications with legal counsel which constitute attorney-privileged information).

"Representatives" means, in respect of any party, such party, such party's Affiliates, its and their respective directors, officers, employees, agents, advisors (including financial advisors and legal counsel) and any institutional lender to such party and the directors, officers and employees of any such agent, advisor or lender.

2. **Nondisclosure of Confidential Information.** THE COUNTY must not use any of ACH's Confidential Information for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of the Designated Purpose. THE COUNTY may provide ACH's Confidential Information only to THE COUNTY's employees who (i) have a

substantive need to know about the Confidential Information in connection with the Designated Purpose; (ii) have been advised of the confidential and proprietary nature of the Confidential Information; and (iii) have agreed to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. THE COUNTY may also provide Confidential Information to THE COUNTY's Affiliates, consultants, contractors and agents who are not competitors of ACH, subject to the requirements of (i) through (iii) above. THE COUNTY must take all reasonable measures to protect the secrecy of and avoid disclosure or use of ACH's Confidential Information in order to prevent it from falling into the public domain

or the possession of persons other than those persons authorized under this Agreement to have this information. Such measures shall include, but not be limited to, the highest degree of care that THE COUNTY utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. THE COUNTY must notify ACH of any actual or suspected misuse, misappropriation or unauthorized disclosure of ACH's Confidential Information, which may come to THE COUNTY's attention. THE COUNTY will be liable for all breaches of the terms of this Agreement by its Representatives.

3. Exceptions to Nondisclosure of Confidential Information. Notwithstanding anything to the contrary in this Agreement, THE COUNTY shall have no liability to ACH concerning any of ACH's Confidential Information, which: (i) was in the public domain at the time it was disclosed or has entered the public domain other than by a breach of this Agreement by THE COUNTY; (ii) was known to THE COUNTY, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of ACH; (iv) was independently developed by THE COUNTY without any use of ACH's Confidential Information and by employees of THE COUNTY who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes known to THE COUNTY, without restriction, from a source other than ACH without breach of this Agreement by THE COUNTY and otherwise not in violation of ACH's rights; or (vi) is disclosed pursuant to requirements of applicable law or the order or requirement of a court, administrative agency, or other governmental body; except that THE COUNTY shall provide prompt notice of such court order or requirement to ACH to enable ACH to seek a protective order or otherwise prevent or restrict such disclosure and fully cooperate with ACH to appropriately protect against or limit the scope of disclosure.

4. Specific Excluded Use. THE COUNTY must make no attempt to copy, reproduce, modify, adapt or translate the Confidential Information in order to develop, create, evaluate, or modify a product which is in any way competitive with any current software products marketed by ACH.

5. Return or Destruction of Materials. Within ten (10) days of the written request of ACH, or after the Designated Purpose has been rejected or concluded and, in the latter case, if the parties have not agreed otherwise, THE COUNTY shall: (i) return any Confidential Information that have been furnished by ACH to THE COUNTY and/or its Representatives in connection with the Designated Purpose either in its possession, or that of THE COUNTY's Representatives or approved third parties, accompanied by all copies thereof made by THE COUNTY and/or its Representatives; or (ii) delete or destroy all copies of Confidential Information in its possession, power or control, including copies of Confidential

Information in the possession, power or control of its Representatives or approved third parties, which are present on magnetic, optical disk, volatile memory or other storage device, in a manner that assures the Confidential Information is rendered unrecoverable. Upon the completion of these tasks, an officer of THE COUNTY shall provide written confirmation to ACH that THE COUNTY and its Representatives have complied with the requirements of this clause. Notwithstanding the foregoing, THE COUNTY may retain Confidential Information in archived computer system backups in accordance with its security or records retention policies to the extent necessary to comply with applicable law or regulation, or professional standards, provided such information will continue to be protected under the confidentiality and use requirements contained in this Agreement.

6. No Rights Granted. This Agreement shall not be construed as granting any rights under any patent, copyright or other intellectual property right of either party, nor shall this Agreement grant THE COUNTY any rights in or to ACH's Confidential Information other than the limited right to review the Confidential Information solely for the purpose of the Designated Purpose.

7. o Communication. Each party agrees that, without the prior written consent of the other party, or unless it is necessary for the purpose of the Designated Purpose or required under applicable securities laws, neither such party nor its Representatives who are aware of the Confidential Information shall initiate or cause to be initiated or maintain any communications with any Representative of the other party concerning the Confidential Information.

8. Term. The term of this Agreement and the parties' obligations commence on the date first written above and extend with regard to all Confidential Information until two (2) years from the date of execution of this Agreement. Either party shall have the right to terminate this Agreement upon ten (10) days written notice to the other party; however, the parties' obligations set forth in this Agreement shall survive any such termination of this Agreement in accordance with their terms.

9. No Future Agreements or Obligations to Disclose. Nothing in this Agreement shall be construed as obligating or be deemed to obligate the parties (i) to enter into any future agreement concerning the Designated Purpose or the Confidential Information or (ii) ACH to disclose any particular Confidential Information.

10. Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of ____ (STATE) and the parties agree to the exclusive jurisdiction of the Courts of the State of _____ (STATE) to resolve any disputes.

11. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, except that ACH's Confidential Information may not be assigned without the prior written consent of ACH, unless the assignee is the successor entity to the assignor upon dissolution of the assignor in its present form. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies,

obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

12. Notice. Any notice, demand or other communication required or permitted to be given to either party shall be in writing and shall be personally delivered to such party, sent by prepaid overnight courier, or sent by facsimile transmission or electronic mail, confirmed by prepaid overnight courier and delivered or sent to the intended Party at its address as described hereinabove. Any party may from time to time change its address by written notice to the other party given in accordance with this paragraph.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

14. Independent Parties. ACH and THE COUNTY are independent parties, and nothing contained in this Agreement shall be construed to constitute ACH and THE COUNTY as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or to provide either party with the right, power or authority to create any duty or obligation on behalf of the other party.

15. Remedies; Indemnification. Each party acknowledges that: (i) its obligations set forth in this Agreement are necessary and reasonable in order to protect ACH and its business, (ii) due to the unique nature of ACH's Confidential Information, monetary damages would not alone be sufficient to compensate ACH for any breach by THE COUNTY of its covenants and agreements set forth in this Agreement, and (iii) any violation or threatened violation shall cause irreparable injury to ACH. In addition to any other remedies that may be available, in law, in equity, by statute or otherwise, ACH shall be entitled to (i) obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by THE COUNTY, without the necessity of proving actual damages, and (ii) be indemnified by THE COUNTY from any loss or harm, arising out of or in connection with any breach or enforcement of THE COUNTY's obligations under this Agreement or the unauthorized use or disclosure of ACH's Confidential Information.

16. Amendment and Waiver. Any term of this Agreement may be amended with the written consent of ACH and THE COUNTY. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

17. Extended Meanings. In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include all genders. The word "person" includes, subject to the context in which it appears, an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative.

18. Entire Agreement. This Agreement is the product of both of the parties, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions

contemplated herein. Any and all other written or oral agreements existing between the parties regarding such transactions are expressly cancelled.

The parties have executed this Nondisclosure Agreement as of the date first above written.

ADVANCED CORRECTIONAL
HEALTHCARE, INC.

THE COUNTY

By: _____

By: _____

Name: Jessica Young, Esq., CCHP-A

Name: _____

Title: President & CEO

Title: _____

Date: _____

APPENDIX II – CLIENT LIST

Client List

COUNTY	State	ADP	As Of
Adair	MO	55	02/01/15
Alger	MI	30	04/01/22
Allegan	MI	236	04/01/20
Alpena	MI	53	04/01/13
Alton	IL	24	05/27/21
Anderson	KS	35	06/12/14
Andrew	MO	78	08/01/12
Anoka	MN	200	7/11/22
Anoka	MN	70	7/11/22
Anoka	MN	45	7/11/22
Apache	AZ	80	11/18/21
Ashland	WI	55	03/01/17
Atchison	KS	65	06/01/07
Audrain	MO	55	02/01/08
Baraga	MI	15	05/04/21
Bartholomew	IN	160	10/01/05
Barton	MO	15	06/01/22
Bates	MO	161	03/01/05
Bayfield	WI	36	06/09/16
Bell	KY	70	10/08/15
Beltrami	MN	132	01/01/21
Benton	MN	55	2/14/22
Benton	MO	80	10/15/21
Blue	MN	86	08/01/11
Bluegrass	KY	30	07/18/12
Bond	IL	22	01/27/15
Boone	MO	211	06/01/16
Box Butte	NE	15	03/15/17
Branch	MI	135	04/28/17
Brown	KS	18	06/04/14
Buchanan	MO	225	09/01/18
Buffalo	NE	125	03/09/16
Buffalo	WI	13	02/15/17
Bureau	IL	27	12/31/09
Burnett	WI	23	03/15/16
Butler	NE	37	07/01/20
Butler	KS	225	10/30/08
Caldwell	KY	35	01/17/19

Caldwell	MO	113	12/09/14
Callaway	MO	60	12/01/05
Calumet	WI	30	04/27/16
Camden	MO	105	06/26/12
Cape Girardeau	MO	220	04/01/05
Cape Girardeau	MO	7	02/24/15
Casey	KY	170	01/04/07
Cass	MO	131	04/16/07
Cass	MI	115	03/01/17
Cedar	IA	21	11/01/09
Cedar	MO	60	01/01/21
Champaign	IL	187	5/24/22
Champaign	IL	12	5/24/22
Cheboygan	MI	90	12/12/18
Chippewa	MI	120	3/19/22
Chippewa	WI	130	03/01/11
Chisago	MN	60	03/23/17
Christian	IL	40	06/04/12
Clark	KY	205	11/01/10
Clarke	AL	110	05/05/21
Clay	MO	330	03/03/07
Clayton	IA	14	04/26/10
Clearwater	MN	30	4/25/22
Clinton	IL	55	12/01/17
Clinton	IA	80	03/31/10
Clinton	MI	200	05/24/17
Cole	MO	150	12/01/05
Coles	IL	120	08/01/02
Cooper	MO	38	10/03/06
Cornell	IL	0	01/15/04
Coshocton	OH	67	11/22/17
Crawford	IN	48	08/11/17
Crawford	IL	31	07/23/18
Crawford	WI	35	01/15/18
Crawford	AR	300	01/28/13
Crawford	MI	30	01/22/20
Crawford	MO	90	08/15/05
Dakota	MN	260	12/20/21
Dakota	MN	40	12/20/21
Dakota	NE	110	02/16/17
Dallas	IA	33	02/16/15
Daviess	MO	100	02/01/13

Delta	MI	75	09/14/17
Delaware	OH	200	04/01/22
Des Moines	IA	68	01/07/16
Dewitt	IL	20	08/01/06
Dickinson	KS	27	02/01/09
Dickinson	MI	72	10/23/17
Doniphan	KS	20	11/01/08
Douglas	KS	186	07/01/16
Douglas	IL	25	11/01/14
Dubuque	IA	165	07/01/06
Dunklin	MO	170	04/23/22
Dunn	WI	120	12/31/12
Dunn	WI	94	01/01/21
Effingham	IL	45	6/15/22
Ellis	KS	72	06/15/16
Emmet	MI	80	12/20/17
Faribault	MN	40	05/06/09
Fayette	IL	55	04/15/22
Florence	WI	15	09/01/12
Floyd	IN	275	06/23/16
Fond Du Lac	WI	300	05/02/08
Ford	IL	45	02/15/11
Ford	KS	150	10/28/16
Forest	WI	32	6/17/22
Franklin	IL	93	10/05/17
Franklin	MO	145	10/01/14
Franklin	KS	10	01/01/14
Franklin	KS	54	01/01/14
Freeborn	MN	115	03/02/16
Fulton	IL	65	12/01/08
Gage	NE	21	10/14/08
Garfield	OK	250	12/13/18
Geary	KS	105	01/05/09
GEO Group	IL	100	06/28/18
Genesee	MI	650	07/01/21
Gogebic	MI	32	01/01/21
Goodhue	MN	55	12/28/11
Grant	WI	40	11/01/15
Green	WI	52	12/01/10
Green Lake	WI	55	7/15/22
Greene	AL	40	12/01/12
Grundy	IL	40	04/01/14

Hale	AL	40	01/11/17
Hall	NE	280	06/15/09
Hamilton	IN	470	12/12/11
Harvey	KS	118	10/01/13
Hendricks	IN	250	09/17/04
Henry	MO	110	08/01/10
Henry	IA	40	09/16/13
Henry	IL	107	03/01/14
Henry	IN	105	08/01/21
Houghton	MI	45	05/06/16
Howell	MO	55	06/09/05
Hughes	SD	150	2/9/22
Ingham	MI		6/2/22
Iosco	MI	50	01/09/14
Iowa	WI	25	01/07/14
Iron	MI	37	06/05/13
Isanti	MN	52	02/06/12
Itasca	MN	88	11/01/12
Jackson	MI	347	12/01/15
Jackson	IN	176	01/01/06
Jackson	KS	0	02/15/16
Jackson	MO	930	07/15/18
Jackson	MO	930	06/27/20
Jackson	KS	80	10/22/13
Jasper	IA	40	07/15/09
Jefferson	NE	14	08/01/09
Jefferson	IL	150	02/18/13
Jefferson	IN	109	08/01/05
Jefferson	IA	15	07/01/08
Jefferson	MO	41	11/17/08
Jennings	IN	180	01/01/07
Johnson	MO	160	07/14/11
Johnston	OK	50	03/04/10
Joplin	MO	40	12/17/13
Kanabec	MN	43	04/19/11
Kane Juvi	IL	40	02/01/11
Kendall	IL	140	01/01/16
Kewaunee	WI	20	09/01/17
Knox	IL	70	08/01/02
La Crosse	WI	200	10/03/18
La Crosse - Juvi	WI	18	10/03/18
LaBette	KS	80	12/28/10

LaClede	MO	97	01/16/07
Lake	MI	30	08/01/17
Langlade	WI	100	01/01/19
Lawrence	IN	150	05/02/07
Lawrence	MO	47	03/02/12
Lee	IL	44	03/01/13
Lee	IA	60	12/21/15
Leelanau	MI	32	02/24/09
LeSueur	MN	15	10/01/15
Livingston	MI	288	04/01/17
Livingston	MO	30	06/14/11
Logan	IL	45	12/15/08
Louisa	IA	15	08/05/09
Lowndes	AL	25	03/30/17
Lyon	KS	130	04/08/11
Mackinac	MI	20	08/30/18
Macoupin	IL	80	12/15/15
Madison	IL	299	02/01/19
Madison	NE	75	05/15/14
Madison Juvenile	IL	25	02/13/19
Manitowoc	WI	175	04/15/13
Marinette	WI	128	01/01/16
Marion	MO	85	11/01/05
Marion	IA	44	06/02/14
Marion	IL	120	07/01/13
Marquette	MI	80	5/10/22
Marquette	WI	35	02/04/15
Marshall	KS	20	12/20/17
Mason	MI	55	08/01/21
McLean	IL	225	03/01/16
McLeod	MN	28	01/26/10
McNairy	TN	75	06/07/11
McPherson	KS	32	04/29/15
Mecosta	MI	100	01/01/17
Medina	OH	251	01/24/11
Menard	IL	11	09/10/13
Menominee	MI	45	03/01/21
Mercer	IL	55	02/16/15
Midland	MI	274	05/03/15
Mille Lacs	MN	50	3/9/22
Miller	MO	63	05/01/14
Missaukee	MI	30	4/26/22

Mississippi	MO	80	01/16/19
Moniteau	MO	18	04/13/17
Monroe	IL	25	08/22/19
Monroe	IN	240	01/01/06
Monroe	OH	80	02/08/18
Monroe	WI	160	08/30/12
Monroe	MI	320	06/01/06
Monroe	MI	10	1/17/22
Montgomery	IL	35	09/01/18
Montgomery	MO	60	11/01/06
Morgan	IL	30	02/16/15
Morgan	IN	320	11/15/14
Morgan	MO	130	05/16/08
Morrison	MN	45	05/15/22
Moultrie	IL	45	11/15/11
Mower	MN	80	08/15/10
Muscatine	IA	215	01/01/10
Navajo	AZ	300	10/6/21
Nemaha	KS	11	10/13/15
Newaygo	MI	327	04/29/21
Newton	IN	30	02/14/06
Nicollett	MN	28	05/17/11
Noble	OK	20	08/15/10
North Central Kansas Juvi	KS	18	09/23/15
Oceana	MI	66	01/03/22
Olmstead	MN	292	06/15/22
Oneida	WI	100	02/01/19
Osage	KS	20	05/04/17
Osceola	MI	69	08/01/15
Otsego	MI	35	05/05/16
Ozaukee	WI	135	01/01/21
Parke	IN	55	12/01/03
Pemiscot	MO	90	09/23/15
Peoria	IL	325	01/01/22
Peoria Juvi	IL	35	01/01/22
Perry	IL	35	01/11/18
Pettis	MO	85	04/18/05
Phelps	MO	200	01/01/05
Phelps	NE	45	12/16/15
Pike	MO	35	12/18/12
Piatt	IL	15	11/1/21
Platte	MO	180	01/01/12

Platte	NE	100	01/16/08
Polk	MO	36	11/01/06
Pottawatomie	KS	25	05/26/16
Poweshiek	IA	15	07/01/11
Presque	MI	28	08/01/13
Price	WI	25	6/1/22
Racine Juve	WI	60	09/20/16
Randolph	IL	40	04/01/22
Randolph	MO	65	06/01/05
Rice	MN	46	09/01/11
Richland	WI	32	04/09/14
Richland	OH	215	08/01/13
Richland	SC	806	06/13/22
Ripley	IN	99	01/01/05
Rock	WI	400	02/01/09
Rock Youth Svc	WI	20	02/10/15
Rockcastle	KY	120	04/01/10
Rusk	WI	40	07/15/08
Russell	KS	20	05/16/19
Saline	MO	41	02/01/07
Saline	IL	105	06/14/05
Saline	KS	239	05/13/15
Sangamon	IL	345	09/15/08
Sangamon	IL	16	07/01/13
Santa Cruz	AZ	136	07/17/21
Sauk	WI	167	01/01/17
Saunders	NE	140	08/20/08
Sawyer	WI	108	05/28/10
Schoolcraft	MI	12	03/29/21
Scott	IN	160	01/01/11
Scott	MO	117	01/01/18
Scotts	NE	285	06/01/11
Seward	NE	30	10/05/10
Sheboygan	WI	270	08/27/07
Sheboygan	WI	195	09/01/08
Shelby	IL	13	11/07/18
Shiawassee	MI	120	06/04/13
Sibley	MN	17	03/15/18
St. Ann PD	MO	15	05/01/21
St. Charles	MO	430	01/07/19
St. Charles Juvi	MO	4	04/10/19
St. Clair	MO	100	04/11/11

St. Francois	MO	130	12/01/16
St Joseph	MI	120	03/09/22
Ste. Genevieve	MO	180	11/15/16
Steele	MN	90	03/01/10
Stewart	TN	80	09/06/15
Stone	MO	60	02/02/12
Sumner	KS	150	05/04/09
Switzerland	IN	50	6/1/22
Taney	MO	200	09/14/10
Thomas	KS	30	07/07/21
Trempealeau	WI	25	06/01/21
Union	IN	20	01/01/05
Van Buren	MI	180	10/01/19
Vernon	MO	130	06/01/09
Vernon	WI	35	12/16/16
Vilas	WI	100	01/01/09
Virginia Beach	VA	1,200	2/1/22
Wabasha	MN	20	06/28/10
Warren	IL	15	01/07/19
Warren	MO	133	10/01/05
Warren	IA	17	08/18/17
Waseca	MN	17	07/30/14
Washington	IA	37	08/08/18
Washington	IL	25	11/03/16
Washington	WI	259	06/04/14
Washington	MO	50	03/28/18
Washington	NE	70	09/01/08
Wayne	IA	12	03/20/12
Wayne	OH	135	09/20/18
Webster	MO	55	06/19/20
White	IL	70	05/23/19
Whiteside	IL	85	04/30/20
Wilcox	AL	30	01/12/17
Wilson	KS	34	06/01/08
Winnebago	IL	800	01/01/22
Winnebago	WI	225	11/17/21
Winona	MN	60	04/11/11
Woodbury	IA	275	02/01/17
Woodford	IL	60	08/01/02
Wright	MO	55	08/01/10



**Bid Recap
For
Inmate Medical Services**

Lead Public Agency: Livingston County,
Sheriff's Office

Solicitation: RFP-LC-22-11

RFP Proposals Due Date: 6/24/2022

RFP Issued & Publicly Posted: 5/27/2022

Public Posting: Livingston County Fiscal
Services Website and BidNet

Proposals Received: 1

Livingston County received one (1) proposal in response to the Request for Proposal (RFP) referenced above. Below is a recap of the bid evaluation.

The RFP was publicly posted on two websites. As a result, twenty-four (24) qualified companies downloaded the bid documents. Even though only one (1) qualified submission was received, the Evaluation Committee believes that the process created a system of free and open competition and should be considered valid.

The response was received from Advanced Correctional Healthcare (ACH). ACH provided its response within the timeframe outlined in the RFP.

The evaluation consisted of a review of the responses to the Request for Proposal Scope of Work. A review of the minimum requirements revealed that the vendor met the minimum mandatory requirements (Section 1.2) and confirmed their understanding of the Scope of Work (Sections 1.3 through 1.30 and Sections 3.7 through 3.8). The vendor was determined to be responsive and responsible after a review of the answers to the Scope of Work sections and the information provided on the requisite forms.

On Friday, July 15, 2022, a Zoom meeting was held with ACH to discuss several questions regarding its proposal. Clarification was provided by ACH during the meeting. The clarifications that were discussed and additional information requested during this meeting were provided in writing on Friday, July 22, 2022. The information received from ACH was reviewed and the following decisions were made:

- First, Livingston County would not be going forward with the Mental Health portion of ACH's proposal. The County will continue to utilize the services of Community Mental Health (CMH).
- Second, Livingston County requested an additional 40 hours per week for nursing staff. The Livingston County Jail is carrying out several nursing related activities daily and will be implementing a Medication Assisted Treatment (MAT) Program that will require this additional staff.



On August 18, 2022, ACH was requested to submit an amended proposal that addressed the above changes by August 26, 2022. The amended proposal was received, and two options were offered by ACH.

- Option #1 at an annual cost of \$1,168,374 includes a MAT nurse position and proposed all mental health services as optional in the event the County would like to use these services at another time.
- Option #2 at an annual cost of \$1,452,294 includes a MAT nurse position and 70 hours of a Qualified Mental Health Professional (QMHP).

Option #1 is being recommended by the Evaluation Review Committee for approval.

Based on the entire evaluation process, it is recommended that ACH be awarded a five-year contract for Inmate Medical Services. ACH will also be awarded a CoPro+ cooperative contract not to exceed five years.



Memorandum

To: Livingston County Board of Commissioners
From: Lieutenant Tarneseia Pringle
Date: September 6, 2022
Re: Resolution Authorizing Livingston County Sheriff's Office to contract with Advanced Correctional Healthcare (ACH) to Provide Medical Services for the Jail

Livingston County went out to bid for inmate medical healthcare on May 27, 2022. Livingston County received one (1) proposal in response to the Request for Proposal (RFP) referenced above. Below is a recap of the bid evaluation.

The response was received from Advanced Correctional Healthcare (ACH). ACH provided its response within the timeframe outlined in the RFP.

The evaluation consisted of a review of the responses to the Request for Proposal Scope of Work. A review of the minimum requirements revealed that the vendor met the minimum mandatory requirements (Section 1.2) and confirmed their understanding of the Scope of Work (Sections 1.3 through 1.30 and Sections 3.7 through 3.8). The vendor was determined to be responsive and responsible after a review of the answers to the Scope of Work sections and the information provided on the requisite forms.

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- First, Livingston County would not be going forward with the Mental Health portion of ACH's proposal. The County will continue to utilize the services of Community Mental Health (CMH).
- Second, Livingston County requested an additional 40 hours per week for nursing staff. The Livingston County Jail is carrying out several nursing related activities daily and will be implementing a Medication Assisted Treatment (MAT) Program that will require this additional staff.

On August 18, 2022, ACH was requested to submit an amended proposal that addressed the above changes by August 26, 2022. The amended proposal was received, and two options were offered by ACH.

- Option #1 at an annual cost of \$1,168,374 includes 24 hours nursing and a MAT nurse position and proposed all mental health services as optional in the event the County would like to use these services at another time.
- Option #2 at an annual cost of \$1,452,294 includes a MAT nurse position and 70 hours of a Qualified Mental Health Professional (QMHP). This option includes 24 hours of nursing, nurse for the MAT program and 70 hours per week of mental health services in the jail.

Option #2 is being recommended by the Evaluation Review Committee for approval. On September 9, 2022, Livingston County was informed by CMH that it would no longer be providing mental health services to the County's inmates as of December 31, 2022.

We are requesting the attached resolution be approved to allow the Livingston County Sheriff's Office to enter into a 5-year contract with Advance Correctional Healthcare to provide medical treatment to the inmates at the jail. This contract will take effect on January 1, 2023 and will be a 5 year contract that will expire on December 31, 2027.

If you have any questions, please contact Lt. Pringle.

Respectfully Submitted,

Jail Administrator

Lt. Tarneseia Pringle



Bid Recap For Inmate Medical Services

Lead Public Agency: Livingston County,
Sheriff's Office

Solicitation: RFP-LC-22-11

RFP Proposals Due Date: 6/24/2022

RFP Issued & Publicly Posted: 5/27/2022

Public Posting: Livingston County Fiscal
Services Website and BidNet

Proposals Received: 1

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The RFP was publicly posted on two websites. As a result, twenty-four (24) qualified companies downloaded the bid documents. Even though only one (1) qualified submission was received, the Evaluation Committee believes that the process created a system of free and open competition and should be considered valid.

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- Second, Livingston County requested an additional 40 hours per week for nursing staff. The Livingston County Jail is carrying out several nursing related activities daily and will be implementing a Medication Assisted Treatment (MAT) Program that will require this additional staff.



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- Option #2 at an annual cost of \$1,452,294 includes a MAT nurse position and 70 hours of a Qualified Mental Health Professional (QMHP).

Option #2 is being recommended by the Evaluation Review Committee for approval. On September 9, 2022, Livingston County was informed by CMH that it would no longer be providing mental health services to the County's inmates.

Based on the entire evaluation process, it is recommended that ACH be awarded a five-year contract for Inmate Medical Services. ACH will also be awarded a CoPro+ cooperative contract not to exceed five years.

RESOLUTION

NO: 2022-09-147

LIVINGSTON COUNTY

DATE: September 26, 2022

Resolution Authorizing the Fiscal Year 2023 Memorandum of Understanding on Cash Matching funding for Behavioral Health Managed Care Services Wraparound- Juvenile Court

WHEREAS, the Livingston County Community Mental Health Authority, Livingston County Health Department, Livingston County Juvenile Court, Community Mental Health Partnership of Southeast Michigan, Livingston Educational Service Agency and the Michigan Department of Health and Human Services have agreed to enter into a local collaborative venture to provide comprehensive behavioral health managed care services for children who are residents of Livingston County and who meet the enrollment criteria for said services; and

WHEREAS this joint pooling of resources is a recognized approach to funding programs to meet the community identified needs that would otherwise not be possible on an individual agency basis; and

WHEREAS the parties in conjunction with the Livingston County Human Services Collaborative Body have a proven track record in the delivery of integrated human services through community-wide collaborative projects; and

WHEREAS the Court's portion of the funding is available through the Child Care Fund budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into a Memorandum of Understanding with the Livingston County Community Mental Health Service Board for the delivery of behavioral health services at a total cost to Livingston County of \$248,000 for the period of October 1, 2021 through September 30, 2022, one-half of which is eligible for reimbursement by the State of Michigan Child Care Fund. In addition, Community Mental Health Partnership of Southeast Michigan Substance Abuse Coordinating Agency funds of \$40,000 and \$5,000 from the Livingston County Health Department are being donated to offset the Court / County's portion of the Child Care Fund for the Wraparound program.

BE IT FURTHER RESOLVED that match funding be taken from the following accounts after October 1, 2022, as billed by Livingston County Community Mental Health and after entry of said resolution:

Fund No.	Name	Match Funding
#292-662	Livingston County Child Care Fund 2022/2023	\$208,000
#292-663	Livingston County Child Care Fund 2022/2023	\$40,000
	Total Funds	\$248,000

BE IT FURTHER RESOLVED that the Chairperson of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts, agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
LIVINGSTON COUNTY TRIAL COURTS
JUVENILE & PROBATE DIVISIONS

204 S. Highlander Way Suite 3 Howell, MI 48843

Phone 517-540-7739 Cell 734-260-0906

Email: dshaw@livgov.com

Memorandum

To: Livingston County Board of Commissioners
From: Deborah Shaw, Juvenile & Probate Court Administrator
Date: September 19, 2022
Re: Resolution Authorizing the Fiscal Year 2023 Memorandum of Understanding on Cash Matching Funding for Behavioral Health Managed Care Service - Wraparound

The attached resolution authorizes the Memorandum of Understanding and Cash Matching Funding for Behavioral Health Managed Care Services, specifically for the Wraparound Program.

Wraparound is a collaboration with Livingston County Community Mental Health Authority, Livingston County Health Department, Livingston County Juvenile Court, Community Mental Health Partnership of Southeast Michigan, Livingston Educational Service Agency and the Department of Health and Human Services resulting in a pooling of resources to fund Wraparound. Wraparound is a facilitated process which wraps services around children and their families who are being served by multiple public systems. It would not be possible to fund Wraparound through individual agencies and it is only through this collaboration that this service is available to all families in our community - no matter which organization identifies the need.

The fiscal year 2023 program cost of \$248,000 is included in the FY 2023 Child Care Fund Budget. The Community Mental Health Partnership of Southeast Michigan Substance Abuse Coordinating Agency will contribute \$40,000 and the Health Department will contribute \$5,000 to offset the Court/County's contribution.

The members of this collaboration are committed to this approach to wrapping services around vulnerable children and families. Though the Michigan Department of Health and Human Services embraces our collaboration, significant delays occurred this year due to lengthy debates with MDHHS central office regarding who may sign the agreement (local director or central office administration) and whether the agreement could be called a Memorandum of Understanding. None of the requested changes are substantial or change the responsibilities of the collaboration. A thorough review of the document will be conducted by Cohl Stoker prior to presentation for signature.

Thank you for your consideration and continued support of the Livingston County Trial Courts.

RESOLUTION

NO: 2022-09-148

LIVINGSTON COUNTY

DATE: September 26, 2022

Resolution Establishing Compensation for Livingston County Board of Commissioners for the Years 2023 and 2024 – Board of Commissioners

WHEREAS, state statute (MCL 46.415) prohibits a Board of Commissioners to alter their compensation during their term of office, and

WHEREAS, the term of the entire Livingston County Board of Commissioners begins January 1st of odd numbered years.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the following salary schedule for the Board of Commissioners effective January 1, 2023, and January 1, 2024.

<u>Effective Date</u>	<u>1/1/2023</u>	<u>1/1/2024</u>
Board Chair	\$19,000	\$19,000
Vice Chair	\$17,000	\$17,000
Board Member	\$16,000	\$16,000

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MOVED:
SECONDED:
CARRIED:

2022 Commissioner Pay					
Commissioner		Vice Chair	Chair	2023 COLA	2024 COLA
Allegan County	\$11,244	\$11,244	\$13,037	TBD	TBD
Berrien County	\$11,061	\$11,726	\$12,530	2.50%	2.50%
Ingham County	\$11,880	\$12,958	\$17,774	0%	0%
Jackson County	\$13,004	\$13,836	\$16,040	TBD	TBD
Kalamazoo County	\$14,290	\$15,600	\$16,900	TBD	TBD
Monroe County	\$14,110	\$15,662	\$17,637	0%	0%
Muskegon County	\$18,860	\$18,860	\$21,221	0%	TBD
Ottawa County	\$19,404	\$20,009	\$25,205	5%	2.50%
Saginaw County	\$10,874	\$11,689	\$14,137	0%	0%
St. Clair County	\$18,121	\$20,072	\$23,320	3.50%	3.00%
Washtenaw County	\$23,858	\$24,858	\$26,858	TBD	TBD
AVERAGE	\$15,155	\$16,047	\$18,605		
Livingston County	\$16,000	\$17,000	\$19,000		

RESOLUTION

NO: 2022-09-149

LIVINGSTON COUNTY

DATE: September 26, 2022

Resolution Approving Appointment of the Public Health Officer – Board of Commissioners

WHEREAS, Dianne McCormick, former Health Officer at the Livingston County Health Department, completed her last day of work on July 1, 2022; and

WHEREAS, Matt Bolang has been serving as the Acting Health Officer since that time, managing staff and overseeing all aspects of departmental operations; and

WHEREAS, Matt has been employed with Livingston County since 2001, serving as an Environmental Specialist with the Health Department from 2001 to 2008, a Water Resources Coordinator with the Livingston County Drain Commissioner's Office from 2008 to 2014, and as the Director of Environmental Health with the Livingston County Health Department from 2014 to the present; and

WHEREAS, Matt was promoted to the joint position of Deputy Director/Director of Environmental Health of the Livingston County Health Department in 2019; and

WHEREAS, Matt Bolang has served Livingston County with excellence, meets the qualifications required by the Michigan Public Health Code and the recently updated job description for the position, and has already been approved by the Michigan Department of Health and Human Services to serve as Acting Health Officer.

THEREFORE, BE IT RESOLVED that Matt Bolang be appointed as Health Officer for the Livingston County Health Department effective immediately.

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MOVED:
SECONDED:
CARRIED: