

HEALTH SERVICES AGREEMENT
VIRGINIA BEACH CORRECTIONAL FACILITIES

THIS AGREEMENT by and between the Sheriff of the City of Virginia Beach, a Constitutional Officer of the Commonwealth of Virginia (hereinafter referred to as "Sheriff") and (hereinafter referred to as Contractor), is entered into as of the 1st day of May 2022.

WITNESSETH:

WHEREAS, Sheriff is charged with the responsibility for providing health care at the Virginia Beach Correctional Center which is supervised by the Sheriff; and

WHEREAS, the objective of Sheriff is to provide for the delivery of quality health care to Inmates in accordance with applicable law and regulations; and

WHEREAS, the Sheriff desire to enter into a health care services agreement with Contractor to promote this objective; and

WHEREAS, Contractor is in the business of providing correctional health care services and desires to provide such services for the Sheriff under the terms and conditions hereof.

NOW, THEREFORE, with intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

Article I: Health Care Services.

1.1 General Engagement.

Sheriff hereby engages Contractor to provide reasonable and appropriate care for the physical and mental health, including dental and pharmaceutical needs of individuals under the custody and control of the Sheriff and incarcerated at the City of Virginia Beach Correctional Facilities. This care shall be provided at or above community standards. Contractor hereby accepts such engagement according to the terms and provisions hereof. The Contractor shall perform services in accordance with RFP Number COVB-22-100428 dated August 20, 2021, and its response to said RFP dated October 4, 2021, and Best and Final Offers for the Sheriff's Department and Emergency Communications and Citizens Services dated December 3, 2021, which documents are made a part of this Agreement and are hereby incorporated by reference. In the event that a conflict exists between the provisions of the above-referenced documents and the provisions of this Agreement, the provisions of this Agreement shall be controlling.

1.2 Scope of Services.

Contractor shall provide for the physical and mental health care, including dental and pharmaceutical needs of inmates, in accordance with current and future versions/updates of the National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails, and the Virginia Department of Corrections Minimum Standards for Jails and Lockups (DOC), as well as the unique needs of the Sheriff of Virginia Beach.

Contractor acknowledges and shall allow the Sheriff to contract for professional services, as deemed appropriate, to review and report on the quality of services provided by the Contractor. Contractor shall cooperate with review and provide information and/or documentation as requested.

Services required by the Sheriff that expound upon NCCHC and DOC include:

- a. Provision of reasonable and appropriate professional medical, mental health, dental, pharmaceutical, and related health care at or above community standards.
- b. Medical Provider shall be responsible for implementing and overseeing the full terms of the integrated health care system described in its plan.
- c. Administrative services for the Inmates.
- d. Provide for the preliminary medical and mental health screenings of inmates immediately upon their arrival at the Correctional Center by Qualified Medical and Mental Healthcare Professionals. The Contractor's EMR shall provide a screening feature for this purpose. Contractor screening will include questions required by the Prison Rape Elimination Act (PREA). When large numbers of inmates are being admitted simultaneously or in succession, Contractor shall ensure an appropriate professional evaluates each individual successively until screenings are complete. Priority shall be given to obvious or suspected urgent need individuals.
- e. Sick call will be provided for Inmates at their request. Sick call will include Medical, Dental, and Mental Health.
- f. Nursing coverage by at least two Registered Nurses at all times (Charge and Intake). These RNs will not be tasked with the daily routine activities such as the passing of medications to inmates at their blocks or Detox rounds.
- g. RN's on duty after typical M-F daytime hours will work with Watch Teams to finish or keep up with inmate visits as appropriate.
- h. Contractor agrees to provide a minimum of five full-time equivalent Mental Healthcare Professionals with appropriate coverage on nights and weekends. If Qualified Mental Health Professional staffing is not on site/duty, one shall communicate with the medical Contractor's duty RN at least once per twelve hour period to inquire about needs regarding mental health issues, and one will be on call at all times. A medical RN on duty who is also certified as a Qualified Mental Health Professional may meet these criteria.
- i. At least one Qualified Mental Health Professional dedicated to Mental Health housing to oversee an intensive treatment and therapeutic program environment, to include individual and group treatment.

- j. Allowances will be made for additional or added staff hours for Physician Assistants and/or Nurse Practitioners to work as appropriate beyond, or in addition to their regular shifts to keep up with inmate visits as appropriate
- k. Regular physician/medical director visits on site for adequate time periods to provide inmate care and to review clinician charts and activities. Physician/Medical Director shall at a minimum equal 1 FTE.
- l. Regular psychiatrists' visits on site for adequate time periods to provide inmate care and to review clinician charts and activities. Psychiatrist/Mental Health Director shall at a minimum equal 1 FTE. This position must be at a minimum a Psychiatric Mental Health Nurse Practitioner.
- m. Contractor Mental Health Care Professionals and Staff shall be overseen by a full-time and onsite Mental Health Director.
- n. Provide care to all federal inmates in a manner consistent with that required for the entire VBSO population. Management practices are expected to be employed by the medical provider with respect to federal inmates as required by the Federal Marshal Service. This includes notification and seeking authorization or any services beyond those generally offered to inmates for sick call, routine chronic care, or attention to on-site injuries.
- o. Physician Credentialed for Privileges in the primary Emergency Room and hospital facilities used by VBSO.
- p. Psychiatrist Credentialed for Privileges in the primary Emergency Room, medical and mental health hospital facilities used by VBSO.
- q. Shall provide infirmary care. Infirmary bed space may be in other than a designated permanent infirmary room or cell but will be in proximity to the medical unit.
- r. Utilize an EMR System for medical record management. The VBSO Currently uses our vender provided Cor EMR. Offeror provided system must meet record and report information required by The Virginia Department of Corrections Minimum Standards. See Virginia Administrative Code Chapter 40. Minimum Standards for Jails and Lockup's.
- s. Pharmaceutical services management. Contractor will establish and maintain a system of positive control and accounting for all medications. Narcotic or other controlled substance type medications and sharps will be inventoried and accounted for at each shift change. Discrepancies will be relayed to the Duty Watch Commander immediately. The HSA will ensure proper compliance and recording of the inventories.
- t. Contractor will secure agreement with pharmaceutical provider to ensure delivery of medicine (prescription and non-prescription) in expedient manner. Reliance on mail order medications for new medication orders, or

refills of exhausted medications is not adequate. In an exigent circumstance medication may be ordered and picked up from a backup local pharmacy

- u. All Special Diet Orders will be reevaluated weekly and a report provided to the VBSO Medical Liaison.
- v. Health education and training services for all VBSO staff and sponsored persons.
- w. A quality assurance program. Contractor will submit their Quality Assurance monitoring plan, their plan to implement it and the proposed means and/or frequency of inspection and enforcement. Include plan for all physical and mental health care, including dental and pharmaceutical services.
- x. Ensure a comprehensive discharge plan for all inmates with a scheduled release date who are diagnosed with communicable illness, chronic disease, mental illness (including intellectual disability, brain injury, PTSD etc.) and substance abuse is completed. For persons with resources such as insurance or government benefits, Contractor will at a minimum ensure inmate has a referral to and pre-release contact with adequate provider or service. All others will have the contact information of a specific person with Virginia Beach Department of Human Services and/or Community Services Board. Contractor will provide inmate: a supply of medication in accordance with applicable law and minimum standards, sufficient to last until any follow-up medical appointment, but not to exceed 30 days, contact information for outside provider, appointment date and time if relevant.
- y. Comply with and ensure all Contractor members are educated about the Prison Rape Elimination Act (PREA) standards. The VBSO maintains zero tolerance for violations of this law.
- z. Submit to random inspections of its clinical and administrative policies and practices by outside entities as deemed appropriate by the Sheriff.
- aa. Contractor shall upon the execution date of contract have a fully evaluated and functional Medical and Mental Health Virtual Care System. An example of what we are familiar with is MDLIVE. Offeror should expound upon abilities of their system(s). System(s) shall meet all privacy requirements such as HIPPA and record of visit and particulars must be compatible to the EMR.
- bb. Adequate administrative support services, and other services, all as more specifically described in the Service Detail attached hereto as Attachment 1 and incorporated by reference, and as further described herein and in the following documents: RFP Number COVB-22-100428 and Contractor's response to the RFP and Contractor's Best and Final Offers.
- cc. Contractor personnel shall present a neat and professional appearance both physically, and in the apparel worn. Personnel at a minimum shall

comply with the VBSO Dress Code Standards. VBCC identification shall be worn and displayed prominently at all times when in the facility.

- dd. Offeror shall describe its staff orientation program. Program shall include a standard and required orientation of VBCC, its rules, policies and procedures. Orientation shall also include an overview of all local, state and federal laws pertaining to the correctional environment including the Prison Rape Eliminate Act (PREA).
- ee. Proposed staffing: Contractor shall provide staffing pattern and levels for all shifts. Shall include clearly defined plan for other than M-F typical business hours (weekend, nights, and holidays).
- ff. Contractor shall provide a list of salary ranges for all full-time and part-time employees.
- gg. Contract shall follow established VBCC policies and procedures for processing and responding to inmate correspondence, complaints and/or grievances regarding health care.
- hh. Contractor shall ensure credentialing of all: physicians, psychiatrists, nurse practitioners, physician assistants, clinical nurse specialists as required by the Code of Virginia. Credentialing shall be complete, and verification given to Sheriff at least 10 days before start of contract. Credentialing will be done regardless of whether the healthcare professional had worked previously in the VBCC under another contractor.
- ii. Provide detailed transition plan for replacing current provider if changed.

1.3 Specialty Services.

Contractor shall provide specialty services (e.g., pharmaceutical, radiology, sutures, laboratory services, renal dialysis and OB/GYN, etc.) on site to the extent reasonably possible. The Contractor will provide a list of services to be performed on-site at the time of bidding. To the extent specialty care is required and cannot be rendered on site, Contractor shall enter into agreements with off-site providers for preferred rates and service accommodations.

1.4 Emergency Services.

Contractor shall provide emergency medical treatment to Inmates, Visitors and Correctional Center staff and sponsored persons as appropriate on-site, to include courts and court holding. Contractor shall provide off-site emergency medical, mental health and dental care for inmates, as required, through arrangements to be determined with local providers. Sheriff shall provide or arrange transportation, which may include ambulance services, for off-site emergency medical treatment.

Medical and Mental Healthcare Professionals are considered essential personnel. In cases of inclement weather or other emergencies the Contractor is responsible to have their staff report to work.

Contractor will plan for and implement when the VBCC initiates its Critical Incident Management Plan, procedures to provide adequate on-duty/in-house Healthcare by Qualified Professionals during times of civil emergency. Plan will be Written Policy and shall include:

- a. Having their MD or Vice President of Medical Operations on-site throughout incident.
- b. Appropriate mental health staff on site.
- c. Pre-arranged agreements with pharmaceutical contractor or other pharmaceutical providers who on short notice can provide extra stocks of pharmaceuticals and supplies to last through the event.
- d. Recall plan of Qualified Medical and Mental HealthCare Professionals and staff.
- e. Plan to ensure Contractor's qualified professionals can reach the facility for duty during inclement weather, poor road conditions etc.

1.5 Hospitalization Services.

Contractor shall arrange for the admission of any Inmate who, in the opinion of the Medical or Mental Health Director, requires appropriate hospitalization. Contractor will bear the costs of such hospitalization up to a \$500,000 annual aggregate cap on inpatient hospitalization services.

The amounts stated above shall apply to each twelve-month term this Agreement may be in effect. Payments made in a previous term shall not affect Contractor's liability for amounts stated above in the then existing term.

The annual report of hospitalization services reduced by the Contractor's liability should be received within 90 days of the end of the contract year, as in the attached Health Services Agreement, RFP Page 31, Item 5.3. In addition, reimbursements from the State sought by the Contractor for the VBCC state responsible inmates medical care should be done at least annually.

1.6 Assumption of Custody by Sheriff.

Contractor shall be liable for the care of Inmate Health Care treatment, commencing upon the inmates' commitment to the City of Virginia Beach Correctional Facilities as defined in Title 53.1-126 of the Code of Virginia.

1.7 Inmates injured prior to Assumption of Custody by Sheriff.

If the inmate is ordered to be confined and the commitment paperwork is completed, the Virginia Beach Sheriff's Office will not refuse to accept custody of any injured (or ill) Inmate provided that the appropriate committal paperwork is completed and is presented with the Inmate.

1.8 Pregnancy.

Contractor shall provide health care services to pregnant Inmates. Health care services provided to an infant following birth shall be the responsibility of the City of Virginia Beach Department of Human Services.

1.9 Elective Health Care.

Contractor shall not be responsible for the provision of elective medical, mental health, dental care or pharmaceuticals to Inmates. For purposes of this Agreement, "elective health care" means care which, if not provided, would not in the opinion of Contractor's Medical or Mental Health Director cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well-being.

1.10 Co-Payment for Medical Services Program.

Contractor will make full use of the Inmate medical co-payment program. The Medical Administrator will be responsible for the completion and distribution of all required forms and paperwork, to include signing inmates up for Medicaid, as applicable under Virginia law. Funds collected under this program shall remain under the control of the Sheriff. Contractor shall have no legal claim to these funds. Co-payment will be made for: Medical, Mental Health, Dental and certain Pharmaceutical services unless indigent.

1.11 Transportation Services.

To the extent any Inmate, visitor, or Sheriff's Office staff requires off-site care (e.g., emergency care, hospitalization, specialty services, etc.), Sheriff shall provide or arrange appropriate transportation services as requested by Contractor to provide appropriate treatment.

ARTICLE II: PERSONNEL

2.1 Staffing.

Contractor shall provide medical, mental health, dental, pharmaceutical, technical, administrative and support personnel appropriate for the rendering of health care services to Inmates as contemplated herein. Contractor's health care staffing levels shall be consistently sufficient to provide efficient and high-quality care on a daily basis 24 hours per day, as detailed in paragraph 2.1.1. Shall have ability to provide emergency dental care outside normal dental office hours as needed.

Contractor shall be responsible to provide and oversee the Pharmaceutical program. They shall be responsible for notifying the Sheriff or designee of deficiencies.

The Offeror must provide a list of salary ranges for all full-time and part-time employees.

2.1.1 Staffing Matrix

In order to provide adequate and sufficient Personnel to fulfill its services under this Contract, the Contractor, itself and through its subcontractors, shall recruit and retain, whether as employees, independent contractors or otherwise, physicians, psychiatrists, mental health professionals, physician assistants, nurses, dentists, dental assistants, laboratory technicians, consultative and administrative personnel and such other personnel as the Contractor deems appropriate. The Contractor warrants that its staffing level is sufficient to provide the services and otherwise fulfill its services required by this Contract. The Sheriff is authorized to monitor and review staffing levels. The Contractor shall provide a Staffing Matrix, which shall be the operative Staffing Matrix under this Contract, subject to the approval of the Sheriff's Office. The Staffing Matrix approved by the Sheriff's Office designee shall supersede any Staffing Matrix submitted in response to this RFP. The Staffing Matrix shall reflect staffing to be provided by occupation, by shift, and by date that each position must be filled.

2.2 Licensure, Certifications and Registration of Personnel.

All Contractor and/or subcontractor personnel provided or made available by Contractor to render services hereunder shall be licensed, certified, credentialed and/or registered, as appropriate, in their respective areas of expertise pursuant to applicable Virginia Law. Personnel shall not exceed their level of certification when examining or treating patients. All healthcare staff shall be qualified to work in the community or private sectors as well as correctional facilities.

2.3 Satisfaction with Health Care Personnel.

Contractor shall provide quality health care personnel. If, however, Sheriff should become dissatisfied with any personnel provided by Contractor hereunder, Contractor, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from Sheriff of its dissatisfaction and the reasons therefore, exercise its best efforts to resolve the problem and, if the problem cannot be resolved, remove the individual about whom Sheriff has expressed dissatisfaction. The Sheriff, at all times retains the right to deny entry into the Virginia Beach Correctional Facility to any individual(s) without advance notice.

2.4 Use of Inmates in the Provision of Health Care Services.

Inmates shall not be employed or otherwise engaged by either Contractor or Sheriff in the rendering of any health care services.

2.5 Subcontracting and Delegation.

In order to discharge its services hereunder, Contractor may engage certain health care professionals as independent contractors rather than as employees, and Sheriff expressly consents to such subcontracting or assignment. As the relationship between Contractor and these health care professionals shall be that of independent contractor, Contractor shall not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals, however, Contractor shall exercise control over the professional manner or means by which these independent contractors perform their professional duties.

2.6 Discrimination.

- a. During the performance of this contract, the Contractor agrees as follows:
1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor shall include the provisions of the foregoing paragraphs, 1, 2 and 3 in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions shall be binding upon such subcontractor or vendor.

2.7 Drug-Free Workplace.

During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor will provide a drug-free workplace for Contractor's employees.
- b. Contractor will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
- d. Contractor will include the provisions of the foregoing Sections a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ARTICLE III: ACCREDITATION.

3.1 Accreditation Standards.

Contractors (and Contractor's sub-contracted) services hereunder shall be designed to meet the current and future standards required by:

- a. The current and as relevant future Virginia Department of Corrections (DOC) Minimum Standards for Jails and Lockups. This includes standards created for Behavioral Health Services as a result of VA Code 53.1-68.
- b. The current and as relevant, future modifications of the NCCHC Standards for Health and Mental Health Services in Jails.
- c. Any additional or expounded standards of the Sheriff as listed in Sec 1.2 and/or Attachment 1.
- d. Contractor shall cooperate fully with Sheriff in seeking, obtaining, and maintaining formal DOC and NCCHC certification or accreditation of the Correctional Facility's health care program. The Contractor will be responsible for absorbing the costs for said accreditations.

3.2 Accreditation upon Verification, Deferral, Denial, Withdrawal and Probationary Status.

The Contractor shall have 30 days to remedy any issues with NCCHC. Contractor will rectify any deficiency identified by the DOC within the DOC's prescribed time frame.

- 3.3 Contractor will remain in compliance with all facility, rules, regulations and demands concerning operations, security, and investigations.

ARTICLE IV: EDUCATION AND TRAINING:

4.1 Sheriff's Office Staff Health Education.

Contractor shall conduct an ongoing health education program for Sheriff's Office staff toward the objective of raising the level of health care. This health care education program shall include, but not be limited to, signs and symptoms of chemical dependency and reactions to medical emergencies.

4.2 Inmate Health Education.

Contractor shall conduct an ongoing health education program for Inmates at the Correctional Facilities at times as reasonably requested by the Sheriff and as indicated by medical necessity.

4.3 Critical Incident Program

Contractor shall develop and implement a Critical Incident Program for deputies and other Sheriffs' Sponsored Persons to utilize in the case of an emergency, i.e. needle or bodily fluid exposure.

ARTICLE V: REPORTS AND RECORDS.

5.1 Medical Records.

Contractor shall cause to be maintained a health care treatment record for each Inmate who has received health care and associated services. This health care record shall be maintained pursuant to applicable law and shall be kept separate from the Inmate's confinement record. A complete copy of the applicable health care record shall be available to accompany any Inmate who is transferred from the Correctional Center or for off-site services. Health care records shall be kept confidential, and Contractor shall follow the Sheriff's policy with regard to access by Inmates and Sheriff's staff to health care records, subject to applicable law regarding confidentiality of such records. To the extent Contractor is governed by the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as it relates to Protected Health Information as defined in the Act, Contractor agrees to comply with HIPAA. No information contained in the medical records shall be released by Contractor except as provided under Article V: herein, Sheriff's S.O.P. Manual, by a court order, or otherwise in accordance with applicable law. However, a complete copy of each health care record shall be provided to the Sheriff at the end of the term of the contract. The Contractor is required to and agrees to purchase and utilize either our current EMR ("Cor EMR") or an EMR. The Contractor will make all appropriate arrangements to provide the Sheriff the software and licensing at the end of the contract term so that the records can continue to be accessed. The Contractor is further responsible for any and all updates, monitoring and repairs for EMR that are required. Contractor will allow our pharmaceutical contractor to utilize their EMR System.

Contractor's EMR must be compatible with the requirements of the City of Virginia Beach and/or VBSO IT Infrastructure. See ATTACHMENT IV.

Contractor EMR must be compatible with and integrated with our current and/or future Offender Management System (OMS). Our current OMS is provided by Global Tel Link (GTL) and is version 5.8.5. Contractor shall contribute for integration up to an amount of \$30,000 for: costs, integration, updates and disputes between them and OMS Provider.

5.2 Storage of Inmate Health Care Records.

All original health care records shall be kept in the EMR electronic format to alleviate physical storage limitations. All health care records shall be stored in a manner to maintain confidentiality in compliance with all federal, state and local statutes, regulations and ordinances. Contractor's EMR shall be compatible to the pharmaceutical provider.

Contractor shall provide or incorporate a system of "real time" electronic recording of activities such as inmate health care visits, medications given, treatments etc. into the EMR.

Contractor will permit the Sheriff to download and update inmate health care files daily.

Contractor will be responsible for Inmate Health Care Record Retention and Disposition (pre and post assumption of contract) as directed by the Library of Virginia under Schedule Number 08, County and Municipal Governments Sheriffs and Regional Jails.

5.3 Regular Reports by Contractor.

By the 15th of the following month, the Contractor shall provide monthly, quarterly, and annual statistical reports to the Sheriff. The reports shall, at a minimum, provide the number of Inmates receiving health services by category of care, operative procedures, referrals to specialists, positive testing's for HIV and Tuberculosis infection, emergency services provided and data on other areas as stated in Attachment V. attached hereto and incorporated by reference or requested by the Sheriff. In addition, the following reports shall be provided:

- a. An itemized report that lists each staff position and the total hours scheduled and worked that month.
- b. An itemized report that lists monthly hospitalization costs including third party payments.
- c. Cost recovery for health care and/or hospitalization costs from private and government resources available to inmates and the VBCC.
- d. Inmates provided consultation and assistance in registering for private and/or government health care insurance.
- e. Inmates successfully registered in private and/or health care insurance. Success shall be measured by acknowledgement of provider.
- f. Inmates released from custody with insurance cards/validation.
- g. Inmates released to street with contact and/or scheduled appointment with outside health care provider or DHS/CSB.
- h. Monthly environmental reports.
- i. An annual individual listing of federal, state and local inmate medical and associated costs.
- j. An annual report breakdown listing fixed and variable costs incurred.
- k. An itemized report that lists training offered under Article IV including attendance numbers.

5.4 Notification of Legal Action:

Contractor shall report to the Sheriff in writing any notice of, or active legal action against matters relevant to this contract, the VBCC or Sheriff's Office. Notification shall be in writing within three business days of Contractor becoming aware of legal action.

5.5 Inmate Health Insurance.

Contractor will seek and obtain from an Inmate all information concerning any health insurance or other payment source the Inmate might have that would reimburse services rendered by Contractor hereunder. Sheriff shall cooperate with Contractor in its efforts to secure this information.

Contractor shall provide staffing to secure all available health care benefits available to Inmates and the VBCC from both public and/or government resources. Resources include are but not limited to reimbursement by: employer, Medicare, Medicaid, expanded Medicaid, Workers Comp and Affordable Care Act (ACA) etc. Staffing this position requires an Enrollment and Medicaid/ACA/Private Insurer Eligibility Specialist. They shall ensure:

- a. Inmates are educated about and assisted with the enrolment process regarding the Affordable Care Act, Medicaid and now enacted in Virginia, Expanded Medicaid.
- b. Current Medicaid recipients not linked to Supplemental Security Income (SSI) have their benefits suspended, not terminated. Ensure suspension is lifted before scheduled inmate release date.
- c. Eligible inmates receive or are set to receive available benefits upon their release from custody.
- d. Eligible inmates are registered for and receive benefits from Medicaid and/or Expanded Medicaid. Must track Medicaid benefit eligibility and recover costs for inmates hospitalized for 24 hours or more who would otherwise be ineligible while confined in-house. Monies recovered shall be deducted from the following month's payment.

5.6 Third Party Proceeds.

In the event that third party proceeds are received by the Contractor, such proceeds will be deducted from the monthly medical bill. This includes but is not limited to all payments from the U.S. Marshals Service, U.S. Immigration Service and all other Federal, state and local jurisdictions for whom the Sheriff houses inmates. It is the Contractor's preference that any third party proceeds be paid directly to the Sheriff (not the Contractor).

5.7 Inmate Information.

In order to assist Contractor in providing appropriate health care services to Inmates, the Sheriff shall provide Contractor with information pertaining to Inmates that Contractor identifies as reasonable and appropriate for Contractor to adequately perform its services hereunder, but not in violation of any applicable law.

5.8 Contractor Records Available to Sheriff with Limitations on Disclosure.

Contractor shall make available to Sheriff, at his request, all records, Third Party Payments, documents and other papers relating to the direct delivery of health care services to Inmates hereunder; provided, however, that Sheriff understands that the systems, methods, procedures, written materials and other controls employed by Contractor in the performance of its services hereunder may be proprietary in nature and shall remain the property of Contractor and may not, at any time, be used, distributed, copied or otherwise utilized by Sheriff, except in connection with the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by Contractor. However, all Inmate records are the property of Sheriff and part of the permanent records of the Correctional Facilities.

5.9 Sheriff Records Available to Contractor with Limitations on Disclosure.

During the term of this Agreement and for a reasonable time thereafter, Sheriff shall provide Contractor, at Contractor's request, Sheriff's records relating to the provision of health care services to Inmates as may be requested by Contractor or as are pertinent to the investigation or defense of any claim related to Contractor's conduct. Sheriff shall make available to Contractor to the extent permitted by law such records as are maintained by Sheriff, hospitals, and other outside health care providers involved in the care or treatment of Inmates (to the extent Sheriff has any claim to those records) as Contractor may reasonably request consistent with applicable law; provided, however, that any such information released by Sheriff to Contractor that Sheriff considers confidential pursuant to the Virginia freedom of Information Act, Virginia Code 2.2-3700, shall be kept confidential by Contractor and shall not, except as may be required by law, be distributed to any third party without prior written approval by Sheriff.

ARTICLE VI: SECURITY

6.1 General.

Contractor and Sheriff understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Contractor as well as for the security of Inmates and Correctional Center staff. Sheriff shall provide reasonable security services. In addition, Sheriff shall provide security to protect Contractor's equipment, pharmaceuticals and supplies in accordance with DOC and NCCHC standards where applicable. Sheriff is in no way responsible for damage to Contractor's responsible equipment.

6.2 Transportation Off-Site.

Sheriff shall provide security as appropriate in connection with the transportation of any Inmate between any other locations for off-site health care services as contemplated herein.

6.3 Standard Operating Procedures.

Contractor agrees to operate within the standard operating procedures of the Correctional Center, intake and lockups/holding areas.

6.4 Procedures Manual.

The Contractor will recommend illness reports, policies and procedures for the health care program consisting of written guidelines referencing Health Data appraisal and collection, emergency and non-emergency services, dental screenings, hygiene, convalescent care, medical/mental health/ dental screening and referral and other items provided in Attachment 1, paragraph 2.

6.5 Employees of Contractor

Employee's and/or prospective employees and subcontractors of the Contractor will be screened for access to the Correctional Center (which shall include a criminal background check) prior to being granted access, keys or identification cards enabling them access into and about the Correctional Center. All ID Badges, cards, and keys will remain the property of the Sheriff and will be maintained at the Correctional Center. Periodic scheduled and unscheduled rescreening shall be done as deemed appropriate by the Sheriff. Sheriff shall absorb the cost of the initial and periodic screenings.

Contractor shall provide upon request by the Sheriff or his designee, personnel records of their employees, to include any disciplinary actions imposed. The Contractor shall confer with, and receive approval from the Sheriff, prior to assignment or re-assignment of the on-site Medical or Mental Health Directors, HSA or DON.

Contractor shall confer with and Sheriff must agree to initial pharmaceutical provider selected. Sheriff maintains right to require Contractor to seek and provide alternative pharmaceutical provider at any time throughout contract.

6.6 Contractor agrees, at a minimum, to require the following of the pharmaceutical provider:

- a. Fill and deliver medications daily, Monday through Saturday. All orders transmitted to the Pharmaceutical provider Monday through Saturday will be filled and delivered to our facility in accordance with a mutually agreeable schedule. The Pharmaceutical provider will provide written notice to the Sheriff and Medical Contractor in advance of any changes in the schedule for ordering or delivery due to holidays.
- b. Provide emergency medications that cannot be received in an expedited manner through the normal delivery process from a contracted local emergency back-up pharmacy whose identity shall be made known. In the event that Contractor cannot contact the Pharmaceutical provider within a medically reasonable period of time, the Medical contractor shall place the order with the designated back-up pharmacy directly.
- c. Provide medications utilizing a "blister card" medication packaging system unless packaging in a different form is approved by the Sheriff and/or Medical contractor either generally or in specific cases.
- d. Dispense oral tablets and capsule medications in quantities

- requested by the Medical contractor depending on the frequency of the dosing and the needs of our facility.
- e. Over the counter (OTC) medication can be ordered by the Medical contractor directly from the OTC wholesaler or in bulk from the Pharmaceutical provider.
 - f. Agrees to provide all prescribed controlled substances in blister cards and in compliance with applicable state and federal regulations.
 - g. Provide all requested intravenous solutions and related administration sets using ADD-vantage packaging system where available.
 - h. As a general rule, Provide all medications generically unless there is no generic substitute or other circumstances exist. As non-generic drugs become available as generic, provider agrees to provide them at the lesser cost, as appropriate.
 - i. Participate in quarterly pharmacy and therapeutic meetings at our facility with Contractor's staff.
 - j. Provide a licensed consultant pharmacist, through subcontract, to conduct quarterly inspections of all institutional areas where medications are maintained. Inspections will include, but not be limited to, the expiration dates, security, storage and a periodic review of medications. Quarterly site inspections shall include removal and disposal of expired medications. Submit to random inspections of its products and procedures by outside licensed entities as deemed appropriate by the Sheriff.
 - k. Sufficient number of medication carts. The carts will be of kind to lock with an additional locking area located inside the cart for narcotics and sharps. Maintain carts in an excellent state of function and repair at all times.
 - l. Provide the Sheriff with monthly and quarterly Excel Data Files detailing pharmaceutical usage. The Medical contractor and the Sheriff will work with the Pharmaceutical provider to develop an agreed upon format and content detail.
 - m. Provide computer generated Medication Administration Records (MARs) delivered no later than the 27th day of each month for the following month for all offenders who have prescribed medications. The Pharmaceutical provider will work with the Medical contractor and Sheriff to ensure the efficient and accurate maintenance of such records.
 - n. Provide a packing slip in all pharmaceutical packaging. Packaging slip to be maintained by Contractor a minimum of 6 months for sheriff's review as needed. Invoices will be checked against packaging slips for discrepancies and credits.
 - o. Provider will arrange for the pick-up and return of all unused or discontinued medication for credit.
 - p. Provider shall represent and warrant that it is currently in compliance with all: state, federal and local pharmaceutical licensing requirements and that this licensing compliance shall continue in full force and effect during the term of this agreement.
 - q. Provider represents and warrants that its dispensing of medications shall be in compliance at all times with governing state, federal and

- local pharmaceutical laws and regulations.
- r. Adequate administrative support services.
- s. Has written plan for events such as severe weather or local disasters and implement its plan when the VBCC initiates its Critical Incident Management Plan. Plan will be Written Policy and shall include Pre-arranged agreements with providers who on short notice can provide extra stocks of pharmaceuticals and supplies to last through the event.
- t. Participate, as required in meetings with Sheriff's staff addressing co-operational efforts relating to the inmate populations welfare.
- u. Establish a pharmaceutical program which provides and distributes all medication (prescription and non-prescription) and maintains security, quality and quantity control, storage, and destruction of medication.
- v. Assist as needed to aid the Sheriff in addressing authorities concerning pharmaceutical issues when appropriate.
- w. Provide pharmaceutical services that meet all acceptable state and federal standards required by Virginia Department of Corrections and NCCHC. These pharmaceutical services will be provided at a service level equal to or above community standards.

6.7 Employees and Prospective employees of the Contractor or Subcontractors shall possess the technical expertise for the position; and the emotional stability and motivation to work effectively in a correctional environment.

ARTICLE VII: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

7.1 General.

Sheriff shall provide Contractor with office space, pharmacy space, facilities, equipment, utilities (excluding telephone, computer, fax and modem lines and voice mail), and initial inventory and supplies. Contractor shall be responsible for providing all other equipment and supplies appropriate to perform services outlined herein.

Contractor agrees to advise the VBSO of any staff member's employment ending or suspended. This also pertains to any subcontractor, volunteers, interns etc. Notice shall be made to both the VBSO Human Resources division and the VBSO Medical Liaison immediately. This will enable his/her account to be disabled and other appropriate notices given.

7.2 Delivery of Possession.

Sheriff shall deliver to Contractor on the date of commencement of this agreement possession and control of all health care and office equipment and supplies (excluding items defines in Article VII 7.1) then in place at the Correctional Center's health care facilities. Sheriff shall provide Contractor with a written inventory of all equipment, consumable medical supplies, pharmaceuticals, and other supplies then on hand at the Correctional Center for the delivery of health care services at the pre-bid conference. The list provided will be a snapshot of a given day. An

updated list will be provided on or before the commencement date of this Agreement.

7.3 Equipment and Supplies.

Contractor warrants that at the time this Agreement terminates, Contractor shall provide Sheriff with a written inventory of all health care equipment, consumable medical supplies, pharmaceuticals, and other supplies on hand at the Correctional Facilities for delivery to the Sheriff. Inventory level and condition of equipment shall match or be equivalent to the inventory provided by the Sheriff in 7.2 above.

7.4 Maintenance of Equipment.

Contractor shall be responsible for repairing and maintaining medical and office equipment in good order and shall be responsible for renewal of expendable supplies. Contractor shall replace at Contractor's expense any equipment deemed not repairable.

7.5 X-Ray Equipment.

Contractor shall be responsible for providing x-ray equipment and routine in-house x-rays. The cost of maintenance and annual certification of the equipment and technician(s) is the responsibility of the Contractor up to an annual cap of \$5k.

7.6 Automatic External Defibrillator (AED).

Contractor to inspect AED. The City to maintain AED consistent with the maintenance of AED in other City facilities.

7.7 General Maintenance Services.

Sheriff shall provide for each Inmate receiving health care services no less than the full range of services and facilities provided by Sheriff for other Inmates at the Correctional Facilities including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ARTICLE VIII: TERM AND TERMINATION OF AGREEMENT

8.1 Contract Term.

This Agreement shall be effective as of 12:01 a.m. May 1, 2022, for an initial term of one (1) year therefrom. By agreement of all parties, the contract may be renewed in accordance with the provisions stated in paragraph 9.3 herein for four (4) additional one-year periods, upon mutual agreement of both parties.

8.2 Termination.

This Agreement may be sooner terminated on the first to occur of the following:

A. Termination Without Cause:

1. The Sheriff may at any time, and for any reason, terminate the Agreement by written notice to the Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to the Contractor by certified mail/return receipt requested. Contractor may at any time, and for any reason, terminate the Agreement by written notice to the Sheriff specifying the termination date, which shall not be less than one hundred and eighty (180) days from the date such notice is mailed. Notice shall be given to the Sheriff by certified mail/return receipt requested.
2. In the event of such termination, the Contractor shall be paid such amount as shall compensate the Contractor for work satisfactorily completed, and accepted by the Sheriff, at the time of termination.
3. If the Sheriff terminates the Agreement, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the Sheriff any work completed or in process for which payment has been made.

B. Termination for Default

In the event Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the Sheriff may give Contractor written notice of such default by certified mail/return receipt at the address set forth in paragraph 11.3 of this Agreement. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, Sheriff shall have the right to immediately terminate this Agreement. The Sheriff reserves the right to cancel this Agreement immediately in the event of violations of law, safety or health standards and regulations in which case the provision herein with respect to opportunity to cure a default shall not be applicable. Upon termination, Contractor shall withdraw its personnel and any equipment owned solely by Contractor, cease performance of any further work under the Agreement, and turn over to the Sheriff any work in progress for which payment has been made.

8.3 Changes in the Law.

If any statute, rule or regulation is passed or any order issued materially increasing the cost to Contractor of providing health care services hereunder, Contractor and Sheriff shall agree on additional compensation to be paid by Sheriff to Contractor as a result of such changes; provided, however, that if the parties are unable to agree on appropriate additional compensation, the contract may be terminated by either party without additional compensation payable to Contractor. If legislative changes permit reimbursement for inmate medical services by the state or federal government, the Sheriff will receive 100% of this reimbursement.

8.4 Responsibility for Inmate Health Care.

Upon termination of this Agreement, total responsibility for providing health care services to all Inmates, including Inmates receiving health care services at facilities off-site, shall be transferred from Contractor to Sheriff. However, if funds are available, Contractor shall continue providing services at the then currently monthly rate at Correctional Facilities for a reasonable period after termination to allow the Sheriff time to make the transition for alternate arrangements for medical services. Such period shall be mutually agreed to by Contractor and Sheriff.

8.5 Non-Appropriation.

It is understood and agreed between the parties hereto that the Sheriff shall be bound and obligated hereunder only to the extent that funds shall have been appropriated and budgeted for the purpose of this Agreement. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under this Agreement, Sheriff shall immediately notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expenses to Sheriff of any kind whatsoever.

ARTICLE IX: COMPENSATION.

9.1 Base Compensation.

Sheriff shall pay Contractor the sum of \$5,782,008.46 for the first year of this Agreement, payable in equal monthly installments of \$481,834.04. Contractor shall bill Sheriff ten (10) days before the first day of the month for which services shall be rendered, and Sheriff agrees to pay Contractor on or before the fifth day of the month for which services shall be rendered. In the event this Agreement should terminate on a date other than the end of a calendar month, compensation to Contractor shall be prorated accordingly for the shortened month.

9.2 Personnel Compensation.

The compensation Sheriff pays to Contractor stated in 9.1 above includes budgeted personnel compensation of \$5,052,007.46. Such personnel compensation is auditable by Sheriff at least annually. Such audit does not affect compensation the Sheriff pays to Contractor except as stated in Section 9.5.

9.3 CPI Escalator.

Compensation to Contractor for the Base Compensation and the Hospitalization Service for succeeding years (after the first year of the Agreement) shall be as mutually negotiated by both parties. However, any increase in compensation agreed to, shall not cause the "yearly average inmate cost" to increase by a greater percentage than the percentage change in the Consumer Price Index for the Medical care, Not Seasonally Adjusted, U.S. city average, Component of the U.S. City Consumer Price Index for all Urban Consumers published by the United States Department of Labor during the previous twelve months reported from April to April or 5% whichever is lower but not to go below 0%. The "yearly average inmate cost" shall be calculated by dividing the base compensation by the average daily inmate resident population stated in paragraphs 9.1 and 9.4 of the most

recent agreement. Notwithstanding this section, additional modifications, including modifications to the base compensation, may be made to the Agreement for material changes to the scope of services to be provided during the term of the Agreement that are agreed to by both parties.

9.4 Increases in Inmate Population.

AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the patient ADP will be 1,200. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.

PER DIEM. 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 patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.42 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 \$0.42 x 91)

RECONCILIATION. Any contract amount in arrears (or amount to be credited back to the county) will be settled through reconciliation on the first monthly invoice prepared after reconciliation. No credits will be issued after 90 days.

9.5 Unfilled Positions.

In addition to adjustments to the base compensation as referred to in 9.3 and 9.4, the Sheriff shall be entitled to a credit of the proposed salary of any position that is unfilled. This credit shall be applied upon a position going unfilled for thirty days, and it shall be retroactive to the first day of the vacancy. The contractor shall ensure that the quality of services remains unreduced and/or uninterrupted by any unfilled positions. The credit shall be the equivalent of the salary that the Contractor saved by virtue of the position being vacant. Any credit imposed under this section may be treated as a credit toward any amount otherwise payable to the Contractor and may be deducted therefrom. A position shall be deemed filled on the day the employee reports for work.

ARTICLE X: LIABILITY AND RISK MANAGEMENT

10.1 Insurance.

- a. Certificates of insurance written by a company or companies acceptable to the Sheriff of Virginia Beach shall be submitted to the Contract Administrator prior to beginning work under the contract and no later than ten (10) days after award of the contract. Certificates of insurance shall list the Sheriff of Virginia Beach as the Certificate Holder. Insurance shall be maintained

during the entire term of the Agreement, shall include Contractual Liability and Products and Completed Operations Coverage and shall be of the following forms and limits:

1. Workers Compensation in accordance with Virginia statutes.
 2. Commercial General Liability Other Than Medical Malpractice; \$1,000,000 Combined Single Limit.
- b. The Contractor shall also maintain professional liability insurance covering Contractor, all of its employees, officers and agents with limits not less than \$1 million per occurrence and \$3 million in the aggregate annually. Such coverage shall also extend to physicians, dentists, psychiatrists and nurses and all other staff engaged by Contractor or an independent Contractor or employee basis for the provision of health care services hereunder. Contractor shall notify Sheriff in writing of changes in levels of professional liability according to this Agreement.
- c. The establishment of minimum limits of insurance by Sheriff does not reduce or limit the liability or responsibilities of Contractor.

10.2 Indemnity.

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, agents or employees under or solely in connection with this Agreement or the performance or failure to perform any work required solely by this Agreement. The Contractor shall save harmless and indemnify Sheriff and its agents, volunteers, servants, and employees from and against any and all claims, losses, or expenses, including but not limited to attorney's fees and litigation expenses which any indemnified person or entity may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged, and Contractor shall, upon written demand by Sheriff assume and defend at the Contractor's sole expense any and all such suits or defense of claims.

ARTICLE XI: MISCELLANEOUS

11.1 Independent Contractor Status.

Sheriff expressly acknowledges that Contractor is an "independent contractor," and nothing in this Agreement is intended nor shall be construed to create any agency relationship, and employer/employee relationship, a joint venture relationship, or any other relationship allowing Sheriff to exercise control or direction over the manner or method by which Contractor or its subcontractors perform hereunder.

11.2 Assignment.

Contractor shall not assign this Agreement to any other corporation without the express written consent of the Sheriff. Sheriff and Contractor each binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and services contained herein.

11.3 Notice.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

a. Purchasing:

Russell M. Pankey, City of Virginia Beach Purchasing
2388 Liberty Way
Virginia Beach, VA 23456

b. Sheriff:

Sheriff, City of Virginia Beach
2501 James Madison Blvd.
Virginia Beach, VA 23456

c. Contractor:

President & CEO, Advanced Correctional Healthcare, Inc.
720 Cool Springs Blvd., Suite 100
Franklin, TN 37067

11.4 Governing Law.

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the Commonwealth of Virginia.

11.41 Compliance with All Laws.

Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all appropriate licenses and permits required to conduct its business and will acquire any additional licenses and permits appropriate for performance of this Agreement prior to the initiation of work. Contractor further represents that it is a corporation in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the agreement. Contractor shall at all times observe health and safety measures and precautions appropriate for the sanitary and safe performance of the contract work.

11.42 Venue.

Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in appropriate court of competent jurisdiction in the City of Virginia Beach or the United States District Court for the Eastern District of Virginia, Norfolk Division.

11.5 Entire Agreement.

This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

11.6 Waiver of Breach.

The waiver by any of the parties of a breach or violation of a provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11.7 Force Majeure.

Contractor shall not be deemed in violation of this Agreement if it is prevented from performing any of its services hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, or any similar cause beyond the reasonable control of either party.

11.8 Severability.

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

11.9 Submission and Disposition of Contractual Claims:

Prompt knowledge by the City of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the City and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the City with notice of Contractor's intention to file a claim which (i) describes the act or omission by the City or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the City within twenty (20) days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the City, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable

adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein.

The City will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.

11.10 Compliance with Immigration Laws:

Contractor does not currently, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986. See Section 2.2-4311.1 of Code of Virginia.

11.11 Payments to Subcontractors:

- a. In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the City, or, shall notify the City and subcontractor in writing of the intention to withhold all or part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one (1%) percent per month, unless otherwise provided in the Agreement, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.
- b. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the City with its social security number or federal taxpayer identification number prior to any payments being made under this Agreement.
- c. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the City. An Agreement modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

11.12 The City of Virginia Beach does not discriminate against faith-based organizations.

11.13 Foreign and Domestic Businesses Authorized to Transact Business in The Commonwealth:

The Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. The Contractor shall submit proof of such registration to the City. Additionally, the Contractor shall

not allow its certificate of registration or authority to transact business in the Commonwealth, if required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or canceled at any time during the term of the Contract.

11.14 Business License Requirement:

If Contractor is a business, located in the City of Virginia Beach or at any time during the performance of this Contract obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade or occupation without having first obtained the proper license from the Commissioner of Revenue of the City, and Contractor covenants that it has a business license where one is required to perform this Contract.

11.15 Small Business Enhancement Program Compliance:

The Contractor shall provide the required information, including reporting, to comply with the City's Small Business Enhancement Program. If there is a subcontracting plan, this plan shall be open to public inspection pursuant to the Virginia Freedom of Information Act. Prior to final payment, the Contractor shall submit the information, including reporting, required by the City Code.

11.16 Compliance with the Virginia Human Rights Act:

The Virginia Human Rights Act, as amended, includes protections against discrimination based on an individual's race, color, religion, sex, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions, age, status as a veteran, or national origin. During the performance of this Agreement, Contractor shall comply with the Virginia Human Rights Act, as amended.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year first above written.

SHERIFF, VIRGINIA BEACH

By: [Signature]
Sheriff

CONTRACTOR

By: [Signature]
President

STATE OF TENNESSEE,

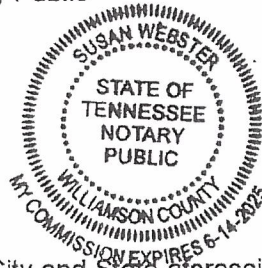
CITY OF WILLIAMSON, to-wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that JESSICA YOUNG, PRESIDENT & CEO of ADVANCED CORRECTIONAL HEALTHCARE, INC., whose name as such is signed to the foregoing Agreement, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 28TH day of APRIL, 2022

[Signature]
Notary Public

My commission Expires: 6-14-2025



STATE OF VIRGINIA,
CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that KEN STOLLE, Sheriff, City of Virginia Beach, whose name as such is signed to the foregoing Agreement, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 5th day of May, 2022

[Signature]
Notary Public

My Commission Expires: 8/31/22



Approved as to Risk Management:

Leah Hunger

Risk Management

Approved as to Legal Sufficiency:

[Signature] 5/2/2022

City Attorney's Office

Approved as to Procurement Compliance:

[Signature]

Purchasing

ATTACHMENT 1

SERVICE DETAIL

Contractor shall provide, but not be limited to, the following services:

1. Provide medical and mental health care, including dental and pharmaceutical care and services to the Virginia Beach Correctional Facilities twenty-four hours a day, seven days a week. Said services shall provide for emergency care, including emergency hospitalization, as well as non-emergency coverage for in-house illness, injury, and chronic care. This excludes elective health care.
2. Recommend illness reports, policies and procedures for the health care program consisting of written guidelines referencing Health Data appraisal and collection, emergency and non-emergency services, dental screenings, hygiene, convalescent care and treatment, first aid, C.P.R., contagious disease (e.g., AIDS, hepatitis, etc.), chronic care, medical/mental health/dental screening and referral, care of the mentally ill, pharmacy distribution, control and maintenance, psycho tropic drug usage, detoxification (alcohol, drugs), an inmate health care request process, sick call process, substance abuse, medical observation/preventative health measures, hospital admissions, and special diets. These are only examples of the areas that are to be addressed by the Contractor. The procedures should comply with National Commission on Correctional Health Care (NCCHC), the Virginia Department of Corrections standards for local correctional facilities and Sheriff's Office Policy and Procedure. All illness reports, policies, and procedures will at all times remain the property of the county and will remain at the facility. ACH may make recommendations to the county's health care policies, procedures, and illness reports. Those recommendations are made for the county's consideration. ACH operates within the county's policies, procedures, and illness reports. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials in this section are for general information purposes only. That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
3. Provide on a daily basis for all shifts an adequate administrative, supervisory, and healthcare professional staff for the delivery of health care services at the Correctional Facilities. Said staff shall meet all licensing requirements for the state of Virginia. Medical staff shall not perform outside their level of certification and/or licensing.
4. Provide regular scheduled physician, psychiatrist, dentist and pharmaceutical services on-site for adequate periods of time to provide consistent and efficient care. Provide physician, psychiatrist and dentist on call.
5. Conduct weekly, monthly, quarterly and ad hoc meetings with Sheriff's staff addressing co-operational efforts relating to the inmate population's welfare.

6. Ensure the appropriate “intake medical and mental health screenings” are completed on all inmates immediately upon their arriving at the Correctional Facilities and entering into the custody of the Sheriff. This will require 24 hour a day assignment of Qualified Professional(s) (minimum RN) to the intake area for ready medical and mental health screenings of newly admitted inmates; as well as the care of those being housed in the intake area and adjacent temporary housing. Requires minimum of one year of emergency medical experience. This position shall be in addition to the medical staffing for the correctional center itself
7. Perform a “health appraisal” and Tuberculosis Screening on all inmates arriving at the Correctional Facilities and entering into the custody of the Sheriff. Said appraisals/screenings shall be performed in accordance with DOC and NCCHC Standards. Health appraisal shall be performed by Registered Nurse or above.
8. Provide and maintain all medical supplies and equipment.
9. Provide a Detoxification Program – alcohol and drugs (chemically dependent) such as: alcohol, heroin, cocaine, barbiturates and amphetamines, methadone.
10. Oversee a pharmaceutical program which provides and distributes all medication (prescription and non-prescription) and maintains security, quality and quantity control, storage, and destruction of medication. Contractor will establish and maintain a system of positive control and accounting for all medications. This includes taking possession and storing medications brought in with all admits. Narcotic or other controlled substance type medications and sharps will be inventoried and accounted for at each shift change. The Duty Watch Commander will be notified immediately of discrepancies. The HSA shall ensure proper compliance and recording of the inventories.
11. Contractor will secure agreement with pharmaceutical provider or local pharmacy to ensure delivery of medicine (prescription and non-prescription) in expedient manner. Reliance on mail order medications for new medication orders, or refills of exhausted medications is not adequate.
12. Provide for the psychiatric and psychological services to include treatment of the following, but not limited to, the mentally ill, intellectually deficient, emotionally disturbed and deficient inmates, brain injuries and PTSD.

If Qualified Mental Health Professional staffing is not on site/duty, one shall be on call at all times. A medical RN on duty who is also certified as a Qualified Mental Health Professional may meet these criteria.

Contractor shall assist the Sheriff’s staff, Commonwealth Attorney’s office, the judiciary, local hospitals, local mental facilities, Virginia Beach Department of Human Service, magistrates, and Virginia Department of Corrections in having certain identified inmates who are in the above categories removed from the facility and placed into a hospital/clinical treatment environment.

13. Provide a policy recommendation on approved medically ordered diets, clothing, and medical supplies.
14. Achieve NCCHC accreditation within 1 year of the contract, and Virginia Department of

Corrections certification within 6 months of the execution of the contract (to the extent within Contractor's control).

15. Assist as needed to aid the Sheriff in addressing authorities or legal counsel concerning health care issues when appropriate.
16. Assist as needed in the compilation of statistical data required by the locality, state and federal governments.
17. Consult with Sheriff's staff with regard to environmental health aspects of the Correctional Facilities such as sanitation, lighting, ventilation, housing, fire and life safety issues.
18. Provide health care and pharmaceutical services that meet state and federal standards, Virginia Department of Corrections and NCCHC. These health care services will be provided at a level of care at or above community standards.
19. Provide services in accordance with jail operations and security procedures established by the Sheriff and the DOC.
20. Communicate with the Sheriff or his designee on health care, security issues, and investigations as appropriate.
21. Provide a policy recommendation to allow inmates to make appropriate outside arrangements for health care with their private provider at the expense (including Sheriff's Office resources) of the requesting inmate. This should include follow-up and evaluation by the appropriate Contractor Healthcare Professional on any suggested treatment or medication.
22. Provide physical examinations for food handlers and other inmate workers as required.
23. Provide eye and dental care when appropriate for the health of an inmate. These medical services will be provided at a level of care at or above community standards.
24. Provide proper disposal, at Contractors' expense of all medical and/or biohazard waste in accordance with all state and federal regulations.
25. Draw DNA and suspect blood as directed by the Courts, Magistrates, or other authority with legal jurisdiction to order such tests. Allocation and times as specified by Sheriff.
26. Provide cost estimate to establish HIV & HBV testing and counseling of source individuals on a 24-hour, 7-day basis.
27. Contractor shall maintain medical records utilizing an EMR on the premises. Recording of treatments, consults, medications given etc. will be entered into the system electronically and in real time.
28. Contractor will not use volunteers, interns or intern students.
29. Contractor shall provide sick call for Deputies and Sheriff's Office staff (triage only).
30. Provide appropriate resources to ensure inmates and/or VBCC are registered for and

receive all available private and/or government insurance/aid for inmate health care.

31. Comply with and ensure all Contractor members are educated about and comply with the Prison Rape Elimination Act (PREA) Law. Ensure inmate intake screenings meet PREA required standards.
32. Establish a pharmaceutical program which provides and distributes all medication (prescription and non-prescription) and maintains security, quality and quantity control, storage, and destruction of medication.
33. Provide services in accordance with jail operations and security procedures established by the Sheriff and the DOC.
34. Participate in meetings and share information with Sheriff's Office staff and DHS staff in cooperation with Behavioral Health Jail and Re-entry Services.
35. Provide a therapeutic treatment program for inmates assigned to Mental Health housing, to include holding group and individual treatment.
36. Provide pandemic response as appropriate, such as COVID-19 testing and vaccination.

ATTACHMENT II

Medication Administration Standards and Requirements

1. The Medication Administration Record (MAR) shall have the name, dosage, frequency date and time ordered by the prescriber for each medication to be administered.
2. The MAR shall include the names of all nurses administering medications.
3. Inmate refusals for medication shall be documented in the MAR. A detailed description of why the inmate refused the medication and the identity of the healthcare professional shall be made in/on the MAR in accordance with policies and procedures.
4. A missed dose shall reveal a blank box on the MAR for that dose along with the time. Shall include an explanation why the dosage was not given on the MAR.
5. As a general rule, any inmate refusing prescribed medication for three (3) consecutive dosages or more than five (5) times within any consecutive 30-day period should be scheduled for an appointment with Contractor within 72 hours.
6. It is the City's request that as a general rule all medications MUST BE crushed or floated in water (except where medically contraindicated and approved by physician order.) The nurse must monitor the inmate to ensure they swallow the medicine by examining the inmate's mouth/cheeks after administration.
7. Medications are to be locked up at all times when not in use (to include movement from one location to another.) As a general rule, Medication shall never be transported on top of the medication carts. When medication carts are not in use, they are to be stored locked in the pharmacy area.
8. As a general rule, Renewals of maintenance medications must be tracked, must be consistent, and must be ongoing so as not place the inmate's health at risk (e.g., inmate does not receive medications because the medication is out of stock and not available.) As a general rule, Under no circumstances are the maintenance medications or KOP medications to lapse.
9. Renewal of orders to dispense psychotropic medications should include that the inmate be reevaluated by a prescriber prior to renewal. This reevaluation should be documented in the inmate's medical record.

ATTACHMENT III
STAFFING LEVELS EXAMPLE
DAY SHIFT
FTE

Position Title	FTE	NOTES TO OFFEROR
Medical Director	0.750	0.750 FTE inadequate
Mid-level Provider (PA/NP)	1.000	1.000 FTE inadequate
Health Services Administrator (HSA)	1.000	*Subject to approval by Sheriff
Director of Nursing (DON)/AHSA RN or LPN*	1.000	*If LPN must be approved by Sheriff
Administrative Assistant	1.000	
Medical Records Clerk	1.000	
Registered Nurse for Intake	2.100	This is a dedicated position for Prisoner Intake/Booking
Licensed Practical Nurse-Med Pass	2.100	
Medication Tech's for Med Pass	5.200	
Licensed Practical Nurses for Medical Unit/Sick Call	1.400	1.400 FTE insufficient and should be RN for new Contract.
EMT's and Paramedics	2.100	For Intake/Booking
Mental Health Professional	2.400	On-call as needed
Case Worker (BSW)-Eligibility Specialist	1.000	
Psychiatrist	0.300	
Dentist	0.800	
Dental Assistant	0.800	
OB/GYN	0.100	
Psychiatric Nurse Practitioner	1.000	
EVENING SHIFT		
Position Title	FTE	NOTES TO OFFEROR
Mental Health Professional	1.400	On-call as needed
Medication Tech's for Med Pass	1.550	
NIGHT SHIFT		
Position Title	FTE	NOTES TO OFFEROR
Registered Nurse-Charge	2.100	
Registered Nurse-Intake	2.100	This is a dedicated position for Prisoner Intake/Booking
Licensed Practical Nurse-Med Pass	2.100	
Medication Tech-Med Pass	4.200	
EMT's and/or Paramedics	2.100	For Intake/Booking
TOTAL CURRENT FTE's	40.600 36.40	

*A minimum of four staff members are needed to conduct each med pass

ATTACHMENT IV
Sample Format for Monthly Reporting

I HEALTH CARE ACTIVITY

General Medical

1. Number of physicians' visits
2. Number of physician's assistant/nurse practitioner visits
3. Emergency visits
4. Number of patients on direct observation for suicide watch and/or detoxification purposes

Psychiatric

Sick Call Visits:

1. Total scheduled/unscheduled clinic visits
 - a. General population
 - b. Administrative segregation
 - c. Mental Health Population
2. Total visits failed/canceled by clinic
3. Total clinic visits
 - a. Clinic visits with Qualified Mental Health Care Provider
 1. Sick call visits and time frame of completion
 2. Routine visits
 3. Unscheduled visits

Psychiatric

1. Total number of patients in treatment
2. Total number of psychological evaluations
3. Total number of psychiatric evaluations
4. Total number of scheduled group visits
5. Total number of scheduled individual visits
6. Total number of unscheduled individual visits
7. Total number of enforced medications
8. Total number of incidents involving restraints

Emergency Mental Health Services

1. Total calls
2. Emergency calls
3. Transfers

4. Average response time
5. Total Emergency Treatment Orders
6. Temporary Detention Orders

Social Work Services

1. Total number of social histories
2. Total number of family contacts
3. Total number of aftercare and/or discharge plans

Substance Abuse Treatment and/or Special Education Jail Inmates

1. Total outpatients receiving treatment
2. Total outpatients completing treatment
3. % of inmates in need who receive treatment

Inpatient Mental Health

Crisis Management

1. Number of onsite beds
2. Number of functionally operational beds
3. Total number of admissions
4. Average length of stay
5. Total number of discharges
6. Total number of discharge or transitional plans confirmed for:
 - a. Medical needs
 - b. Mental Health needs

II AVERAGE DAILY INMATE POPULATION

1. State Responsible
2. Local Responsible
3. Local Violators
4. Pre-trial
5. Post- conviction
6. Number of inmates charged with public intoxication for the month

Dental

Requests for care:

1. Total sick call requests and time frame of completion
2. Requests not resulting in scheduled sick call or routine appointment

Mean delay in scheduling appointments (in workdays)

3. Sick call appointments
4. Routine appointment with a dentist
5. Routine appointment with hygienist

Clinic visits:

6. Total scheduled/unscheduled clinic visits
 - a. General population
 - b. Administrative segregation
7. Total visits failed/canceled by clinic
8. Total clinic visits
 - a. Clinic visits with a dentist
 1. Sick call visits and time frame of completion
 2. Routine visits
 3. Unscheduled visits
 - b. Clinic visits with hygienist

Services rendered:

9. Total clinic procedures
10. Total clinic procedures by dentist
 - a. Diagnostic
 - b. Preventive
 - c. Treatment
 1. Periodontics
 2. Restorative
 3. Endodontic
 4. Oral surgery
 5. Prosthodontics
 6. Other
11. Total clinic procedures by hygienist
 - a. Preventive
 - b. Treatment
 1. Prophylaxis
 2. Gross scale/curettage
 3. Deep scale/root plane
 4. Other

Nursing

1. Number of nursing visits

- a. RN
- b. LPN
- c. MA/EMT
- 2. Number of nursing treatments
 - a. RN
 - b. LPN
 - c. MA/EMT
- 3. Disciplinary/administrative segregation visits
- 4. Triage of sick call requests by (MD-NP-PA-RN)
- 5. Provide daily staffing report to the VBSO Medical Liaison. Liaison may dictate change to needed content and/or frequency.

Pharmacy

- 1. Number of routine orders at unit level
- 2. Number of special orders at unit level
- 3. Number of Narcotic, Psychotropic and other controlled medication distributed.
- 4. Number shift inventories with unresolved discrepancies.
- 5. Number of patients prescribed Narcotics or Psychotropic medication for the first time.
- 6. Number of inmates who did not receive prescribed medication and reason.

Laboratory

- 1. Total patient visits
- 2. Total tests ordered/done onsite
- 3. Total tests ordered/referred offsite
- 4. Total control procedures done onsite
- 5. Total lab services provided by offsite labs

Radiology

- 1. Total diagnostic procedures
- 2. Total routine x-ray procedures
- 3. Total patient visits

Nutritional Services

- 1. Nutritional consultations
- 2. Chronic care classes
- 3. Sanitation classes
- 4. Nutritional Evaluations

Respiratory Therapy

- 1. Total number of patients in treatment
- 2. Total number of procedures provided by RT
- 3. Total number of procedures provided by RN or LPN

Podiatry

1. Number of podiatry visits
2. Number of podiatry procedures

Dialysis on site or sent out.

OB-GYN on site or sent out

Physical Therapy

1. Total number of patients in treatment
2. Total number of procedures provided by PT
3. Total number of procedures provided by RN
4. Total number of procedures provided by PTA

EKG/EEG

1. Total EKGs
2. Total EEGs

Vision

1. Number of visual acuity exams
2. Number of patient visits
3. Number of eyeglasses dispensed
4. Number of contact lenses dispensed
5. Ocular prosthesis dispensed

Emergency Medical Services

1. Total calls
2. Emergency calls
3. Transfers
4. Average response time
5. Life flight runs

Audiology (service not provided)

Vocational Rehabilitation (service not provided)

Occupational Therapy (service not provided)

Music Therapy (service not provided)

Recreation Therapy (service not provided)

Other Specialty Services

1. Number of specialty physician visits for radiology

2. Number of specialty physician visits for ophthalmology
3. Number of specialty physician visits for Psychiatric

Chronic Disease Status

1. Hypertension/cardiovascular disease
2. Seizure disorders
3. Tuberculosis
4. Diabetes
5. Asthma/COPD
6. AIDS or HIV Seropositive
7. Chronic renal failure
8. Total number of patients in treatment
9. Total number of patients seen during reporting period

CID Series

1. TB Screening
2. TB patient visits
3. Syphilis/Gonorrhea patient visits
4. HIV program visits
5. Annual physicals completed
6. Immunizations

Substance Abuse Treatment

1. Total outpatients receiving treatment
2. Total outpatients completing treatment
3. Percentage of inmates in need who receive treatment

III BED UTILIZATION

Infirmery

1. Number of onsite beds
2. Number of functionally operational beds
3. Total number of admissions
4. Average number of admissions per day
5. Average daily census
6. Average length of stay
7. Total number of discharges

Quality Assurance Inspections:

1. Medication storage, accounting and Med Pass practices
2. Medical Director review of clinical charts and practices by NP, PA etc.
3. General conditions of medical environment and equipment.

Education:

1. Health Education of VBSO Staff.
2. Inmate Health Education.
3. Contractor staff professional development training.

- IV AVERAGE DAILY INMATE POPULATION
- V INMATE BENEFITS AND COST RECOVERY
 - 1. Inmates queried about existing and/or potential health care benefits.
 - 2. Inmates registered for available health care benefits (measured by provider validation)
 - 3. Dollars recovered for the VBCC.
- VI CORRESPONDENCE/ COMMUNICATIONS
 - 1. Grievances received and answered
 - 2. Correspondence received and answered.
 - 3. Family and friends' communication regarding complaints, inquiries, information relayed to staff about inmate
- VII Staffing Filled/Vacant position breakdown with timeline, to include staffing schedules submitted daily.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2021

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): 713-343-5025 E-MAIL ADDRESS: <table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B: EVEREST DENALI INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER C: SELECTIVE INS CO OF SOUTH CAROLINA</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	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:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED ADVANCED CORRECTIONAL HEALTHCARE, INC 720 COOL SPRINGS BLVD, SUITE 100 FRANKLIN, TN 37067															

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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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-JECT <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 (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS – COM/OP AGG \$ 2,000,000 EMPLOYEE BENEFITS \$ N/A
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S241296402	08/01/2021	08/01/2022	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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$NIL			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 NH) If yes, describe under Y/N DESCRIPTION OF OPERATIONS below		N/A	8600001093-211	08/01/2021	08/01/2022	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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)

LIMITS INCLUDE ALL SELF-INSURED RETENTION AMOUNTS
RFP # COVB-22-100428 CORRECTION FACILITY MEDICAL SERVICES CITY OF VIRGINIA BEACH IS INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY IF REQUIRED BY WRITTEN CONTRACT. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURED WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. COVERAGE APPLIES TO ACH OPERATIONS IN CORRECTIONAL FACILITIES ONLY.
DRAFT - COVERAGE EFFECTIVE UPON AWARD OF CONTRACT

CERTIFICATE HOLDER CITY OF VIRGINIA BEACH PURCHASING DIVISION 2388 LIBERTY WAY VIRGINIA BEACH, VA 23456	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
--	--



ADVANCED
Correctional Healthcare, Inc.



A Higher Standard. Delivered.



**REQUEST FOR PROPOSALS
CORRECTION FACILITY MEDICAL SERVICES
COVB-22-100428**

Due: October 4, 2021

Issued by:

**City of Virginia Beach, Virginia
Purchasing Division
2388 Liberty Way
Virginia Beach, Virginia 23456-9013**

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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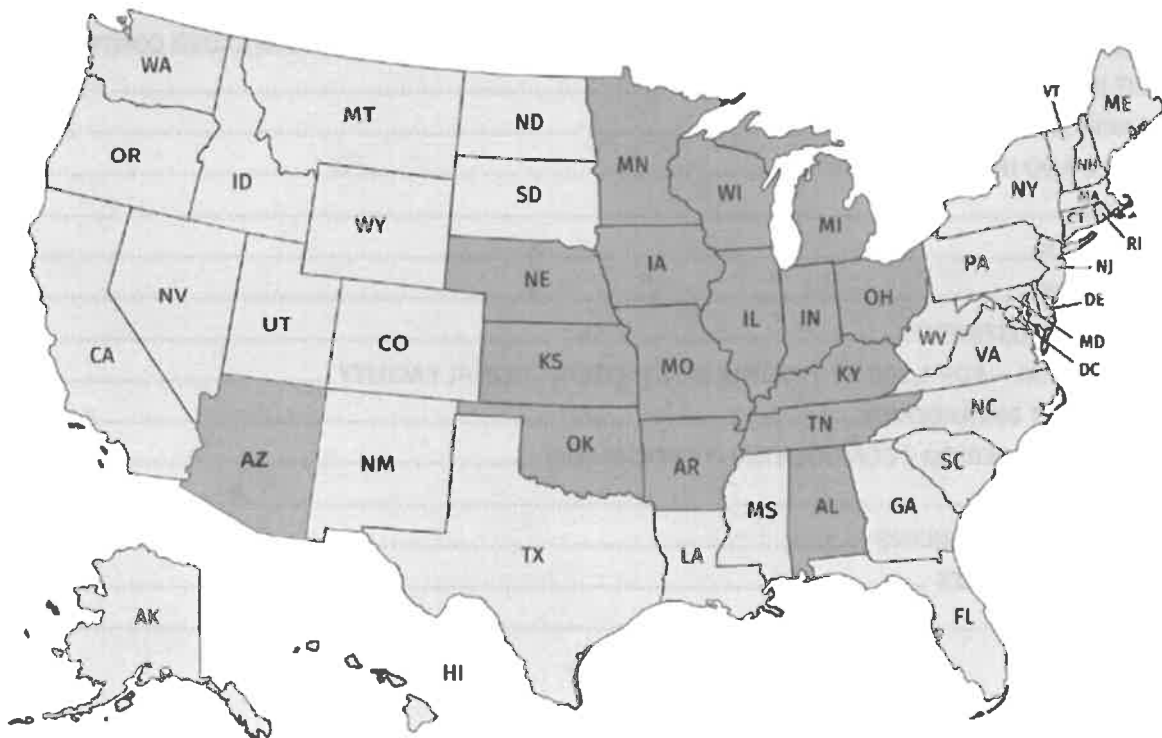
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COVER LETTER

City of Virginia Beach, Virginia
 Purchasing Division
 2388 Liberty Way
 Virginia Beach, Virginia 23456-9013

Dear Sheriff Ken Stolle, Captain Kathy Vargas, Captain Joseph Bartolomeo, Captain Alvie Culanding, Virginia Beach Procurement Specialist Russell Pankey, and the Evaluation Panel of the Virginia Beach Correctional Facility Medical Services:

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** that currently, is responsible for providing the daily care for over 35,000 patients, operating in over 300 adult city, county, and regional correctional facilities and 9 youth detention facilities across 16 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 correctional facilities 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 Virginia Beach that personal touch that our competitors cannot accomplish. We would like to add the Virginia Beach Correctional Facility as our first that we provide medical services to in the Commonwealth of Virginia. We are confident that based upon our experience and knowledge, our custom-tailored proposal response will provide many options and enhancements to meet the city'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 seventy-five (75) 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 the Virginia Beach Correctional Facility will be Ana Franklin, a retired Sheriff in Alabama with more than 25 years of experience. The facility she ran had an ADP of 700 plus.

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 Virginia Beach Correctional Facility 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 Virginia Beach Correctional Facility staff members.**
- **Commitment and structured responsiveness to Virginia Beach 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.**
- **Practitioners (not nurses) are available 24/7 by telephone, including holidays.**
- **A reduction in the city'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 city'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 city.

ACH is committed to doing the **right thing**, the **right way**, at the **right time**. We would be proud to provide exceptional care for the patients at Virginia Beach Correctional 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 Virginia Beach Correctional Facility. We believe in providing Virginia Beach 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 the Virginia Beach meet their responsibilities to provide inmate Health Care Services to the inmate population at the Virginia Beach Correctional Facility. This will help to reduce the city's liability. ACH is committed to minimizing risk and deliberate indifference for the Virginia Beach Correctional Facility.

ACH will demonstrate that we solve critical problems and minimize risk litigation for Virginia Beach, while providing a fresh look for correctional health care and providing a level of confidence for the Virginia Beach Correctional Facility.

“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 city'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 correctional facilities across the nation dropped due to the COVID-19 pandemic. 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.



ACH looks forward to being selected as Virginia Beach’s next inmate healthcare services provider at the Virginia Beach Correctional Facility.

“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

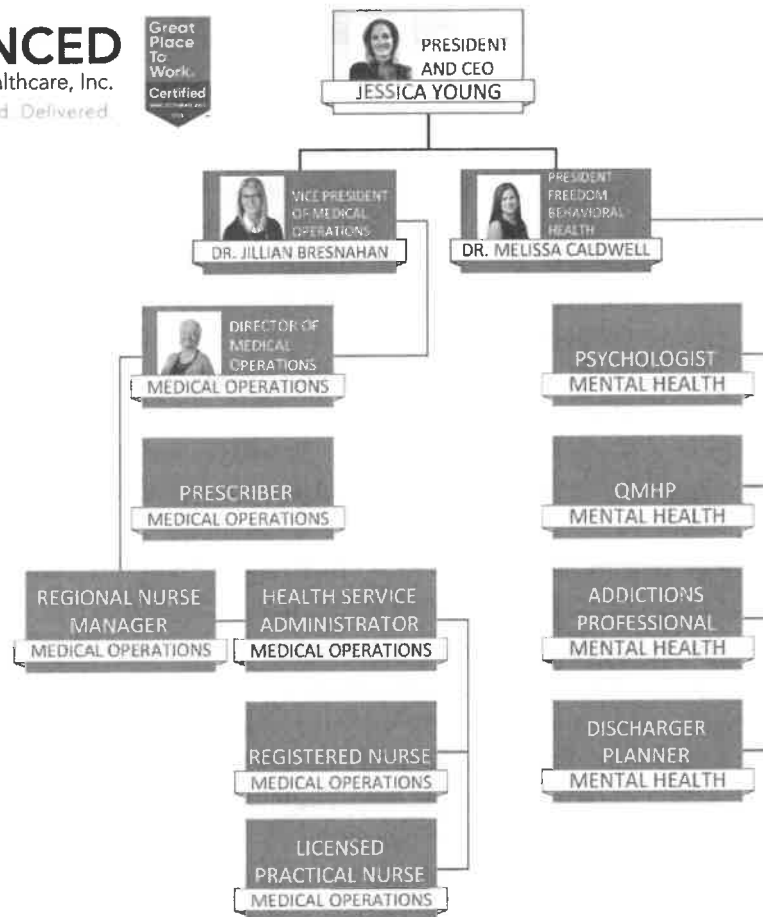
Our management approach is straight forward, transparent and utilizes open communication. Our Corporate Team sets the standard of expectations and responsiveness to our clients concerns and problems when they arise.

“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 Virginia Beach Correctional Facility 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 Virginia Beach Correctional Facility would be Karen Fowler. Ms. Fowler was the H.S.A. at the Jefferson County (Birmingham), Alabama jail where she had an ADP of around 1,400 inmates. Ms. Fowler worked at the facility for more than 15 years. She understands how to run a medical unit in a facility the size of Virginia Beach.



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 employees more than 1,000 people across the 16 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 Virginia Beach Correctional Facility.

ACH recognizes each of our clients are a strategic partnership, which we are honored to be invited to partner and care for the inmate population entrusted in their 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 the Virginia Beach Correctional Facility.

Upon award, ACH is committed to implement program enhancements, which will provide value and waste-reduction savings for Virginia Beach Correctional 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 Virginia Beach Correctional Facility 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 city whenever an expensive prescription is required to allow the city to make appropriate adjustments.
- **Civil Rights Insurance is provided to all ACH employees at Virginia Beach Correctional Facility.**
- 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) to provide current information and recommendations for safety, PPE equipment and the latest CDC updates. While under contract, ACH will help Virginia Beach with any future medical pandemic by explaining the best practices for that pandemic for the city 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

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/>

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 Virginia Beach Correctional Facility.

"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)

CORPORATE INFORMATION

30 September 2021

City of Virginia Beach, Virginia
Purchasing Division
2388 Liberty Way
Virginia Beach, Virginia 23456-9013

Dear Sir or Madam:

Advanced Correctional Healthcare, Inc. (ACH) is a privately woman owned, and women lead corporation. ACH is located at 720 Cool Springs Blvd., Suite 100, Franklin, Tennessee 37067. ACH is a financially stable corporation as referenced in the attached letter from Chase Bank on the following page.

Thank you!
Respectfully,
Jessica Young
President and Chief Executive Officer
Advanced Correctional Healthcare, Inc.
(309) 550-8166 (Cell Phone)
Jessica.Young@Advancedch.com (email)



August 18, 2021

To Whom it may concern: This letter is in regard to a mutual client of ours Advanced Correctional Healthcare, Inc. Advanced Correctional Healthcare has banked with us since 2014. They keep low 7 figure balances in deposits and have a low 7 figure line of credit with us that currently has a zero balance on it. This is an exceptional client of ours that has never had an overdraft or late payment. Please feel free to reach out to me if you have any questions regarding this client.

Best regards,

Joseph A Wortley

Joseph A Wortley
Business Banking
Vice President
217-331-6299

Joseph A. Wortley | Relationship Manager | Vice President | Business Banking |
531 E Washington St, Floor 02 | Springfield, IL 62701 | T: 217 331 6299 | joseph.wortley@chase.com

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 Virginia Beach is the cost. Cost is not only associated with the cost of the new health care program, but in legal actions brought against Virginia Beach. One of the biggest expenses for any local correctional facility like the Virginia Beach Correctional Facility is 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 correctional facilities, jail, and detention facilities.

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.²

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 Virginia Beach 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.
10. QCHC had 2.00 inmate deaths per 1,000 in 2019.

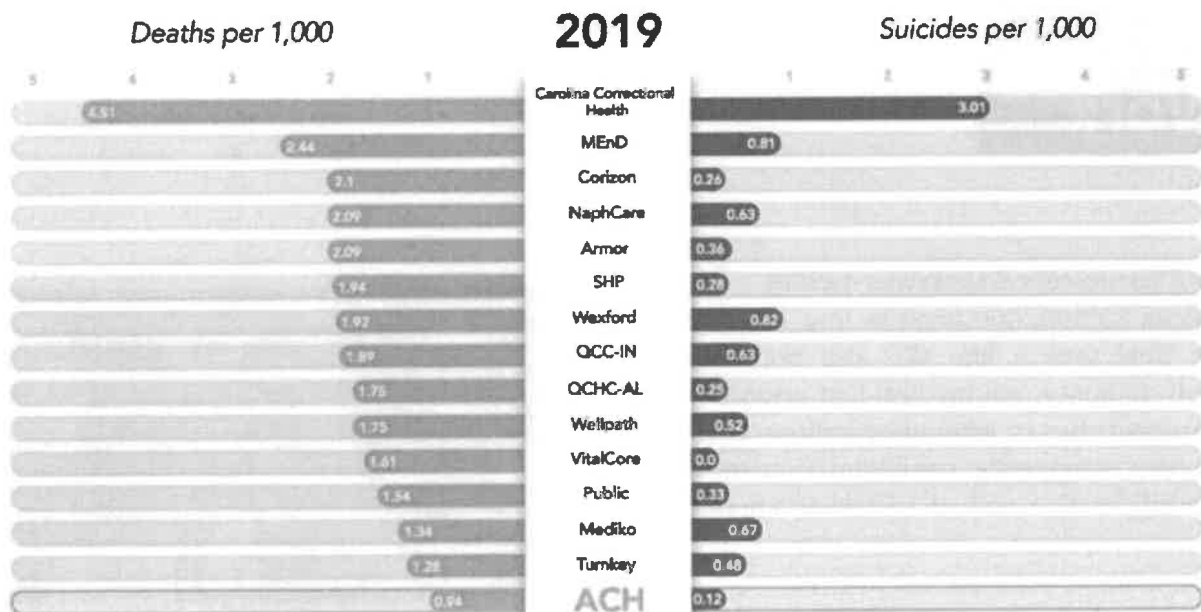
² <https://www.daytondailynews.com/news/crime--law/controversial-jail-sign-becomes-part-lawsuit-against-county/uKI2ifxBmylqsCEVklU5CP/>

- 11. VitalCore had 1.61 inmate deaths per 1,000 in 2019
- 12. 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 Virginia Beach that could relate to anywhere from 12 (VitalCore), 17 (QCHC and Mediko), 21 (SHP), 22 (Wellpath), 24 (Corizon), 25 (Armor), 27 (QCC-IN), 30 (Naphcare and Wexford) and 40 (MEnD) more *inmate deaths per year* depending on the vendor selected to provide the inmate healthcare at the Virginia Beach Correctional Facility. Even if half of those deaths could have been prevented, Virginia Beach could be looking at 6 to 15 deaths that they would have to pay the families of those inmates that died in their custody. These numbers are based on the figures given during the tour at the facility. *This fact alone could save inmate lives and Virginia Beach millions of dollars in legal cases every year.*

ACH Saves Lives

The purpose of ACH is to solve problems for our patients, clients and staff, to make their lives easier. ACH is committed to doing the right thing, the right way, at the right time.



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 in 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 inmate *only after a Federal Judge finds it [Wellpath] destroyed evidence.*³



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.



³ <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.



Cheryl Dillon

April 2021

Cheryl Dillon, LPN

Correctional Nursing

Advanced Correctional Healthcare, Inc.

We received a patient into custody that had been outside in the extreme -25 degree temperatures. He had extreme frostbite to both his hands and all ten fingers. He had been taken to the local hospital and medically cleared before he arrived at the jail. His orders included making a follow-up appointment at the burn center that was located two hours away. Because it was both the weekend, and the night shift Cheryl Dillon was faced with several barriers. Cheryl went above and beyond and contacted the burn center during the night shift. Cheryl was given specific instructions on how to change bandages, pain management, and how the patient should shower and complete self-care. Cheryl then contacted our provider and received all the appropriate orders.

Throughout the weekend, there were several other roadblocks such as a coworker that was not comfortable changing the bandages and then they ran out of a supply to complete the bandage changes. Cheryl came in during her time off to complete the bandage change and to go pick up the needed supplies. She educated the other nurses, communicated both verbally and by email to all the staff, and made sure that all documentation was complete. The end result has been incredible. About a week ago, the patient stopped me in the booking area. He showed me that while he has extensive scarring that includes permanently enlarged fingers, he has a full range of motion. All ten fingers are intact and usable. The patient stated to me "Nurse Cheryl saved my fingers." The patient is able to dress, eat, and complete all his daily living activities largely in part to Cheryl being willing to go above and beyond. We are truly blessed to have her as part of the ACH team.

*Cheryl came in during
her time off to complete
the bandage change*

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

Michigan Client, 2020

SCOPE OF SERVICES

Below are Advanced Correctional Healthcare's responses (in blue) to the requested scope of services:

Contractor shall provide for the physical and mental health care, including dental and pharmaceutical needs of inmates, in accordance with current and future versions/updates of the National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails, and the Virginia Department of Corrections Minimum Standards for Jails and Lockups (DOC), as well as the unique needs of the Sheriff of Virginia Beach.

Contractor acknowledges and shall allow the Sheriff to contract for professional services, as deemed necessary, to review and report on the quality of services provided by the Contractor. Contractor shall cooperate with review and provide information and/or documentation as requested.

SERVICES REQUIRED BY THE SHERIFF THAT EXPOUND UPON NCCHC AND DOC INCLUDE:

- a. Provision of reasonable and necessary professional medical, mental health, dental, pharmaceutical, and related health care at or above community standards.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH provides all primary care services to comply with, at a minimum, federal, state, and local laws, and regulations, NCCHC standards, and evidence-based medical standards of practice.

- b. Medical Provider shall be responsible for implementing and overseeing the full terms of the integrated health care system described in its plan.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH has been providing health care services at city, county, and regional jails for almost twenty (20) years. Currently ACH provides similar services to over 300 jails helping more than 35,000 inmates with their medical, dental, and mental health needs.

- c. Administrative services for the Inmates.

ACH agrees to provide the services as requested in this section of the Request for Proposal.

- d. Provide for the preliminary medical and mental health screenings of inmates immediately upon their arrival at the Correctional Center by Qualified Medical and Mental Healthcare Professionals. The Contractor's EMR shall provide a screening feature for this purpose. Contractor screening will include questions required by the Prison Rape Elimination Act (PREA). When large numbers of inmates are being admitted simultaneously or in succession, Contractor shall ensure an appropriate professional evaluates each individual successively until screenings are complete. Priority shall be given to obvious or suspected urgent need individuals.

ACH agrees to provide the services as requested in this section of the Request for Proposal. If Virginia Beach agrees to health care staffing 24/7, including a Nurse to staff the intake area 24/7, ACH will agree to provide a medical screening, to include the areas discussed in the aforementioned section, of all inmates within the NCCHC timelines after admission into the Virginia Beach Correctional Facility, unless something happens beyond the control of the facility or the medical teams control, as required in the proposal. ACH will make the appropriate referrals for inmate's based on medically indicated factors that are based on the receiving screening and assessments. ACH will refer inmates that indicate prescription drug utilization within 24 hours for their initial health appraisal. ACH practitioners are on call 24 hours a day, 7 days a week including holidays. We do not use nurses to provide this service but practitioners that have a better understanding of the unique circumstances that jails face on a day-to-day basis.

ACH's mental health screening will be completed at the time of intake. If the Qualified Health Care Professional (QHCP) determines that additional mental health services are required a follow up evaluation will be scheduled within the clinically indicated time frame. This evaluation will be completed by a Qualified Mental Health Professional (QMHP). 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 the QMHP and alert the Virginia Beach Correctional Facility's Administration.

- e. Sick call will be provided for Inmates at their request. Sick call will include Medical, Dental, and Mental Health.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH provides all primary care services to comply with, at a minimum, federal, state, and local laws, and regulations, NCCHC standards, and evidence-based medical standards of practice. Regularly scheduled sick call will be triaged and provided at the Virginia Beach Correctional Facility, as well as regularly scheduled oversight of inmates in need of chronic care. A summary of these processes is outlined below:

Sick call: Requests for health care services are triaged seven (7) days per week. Sick call requests will be provided at sufficient levels to allow Health Care Service staff to provide same day response to inmate requests for health care services, as necessary. Sick call will include medical, dental, and mental health.

Inmates confined in segregation will be seen within NCCHC timeline standards by a Qualified Health Care Professional (QHCP). In the event the inmate's custody status precludes attendance at the regularly scheduled sick-call clinic, they will still be seen where housed, provided that in the judgment of the QHCP the services/treatment can be provided adequately, confidentially, and within the confines of all OSHA/HIPAA regulations in segregation. All security for such sick call will be provided by Virginia Beach staff. Cell-front encounters will not be used to provide health care services/treatment.



“They have arisen to these challenges whole heartily always recognizing my serious medical needs then acting swiftly, accurately and effectively.”

Wisconsin Inmate, 2019

- f. Nursing coverage by at least two Registered Nurses at all times (Charge and Intake). These RNs will not be tasked with the daily routine activities such as the passing of medications to inmates at their blocks or Detox rounds.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH has staff the Virginia Beach Correctional Facility as requested. The Registered Nurse for Intake and the Charge Registered Nurse will not be required to do any other lateral duties. Please see our staffing pattern listed on pages 94 to 97.

- g. RNs on duty after typical M-F daytime hours will work with Watch Teams to finish or keep up with inmate visits as appropriate.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH has staff the Virginia Beach Correctional Facility as requested. There will be at least one Registered Nurse on every shift, providing coverage twenty-four hours a day. Please see our staffing pattern listed on pages 94 to 97.

- h. Contractor agrees to provide a minimum of five full-time equivalent Mental Healthcare Professionals with appropriate coverage on nights and weekends. If Qualified Mental Health Professional staffing is not on site/duty, one shall communicate with the medical Contractor’s duty RN at least once per twelve-hour period to inquire about needs regarding mental health issues, and one will be on call at all times. A medical RN on duty who is also certified as a Qualified Mental Health Professional may meet these criteria.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH has staff the Virginia Beach Correctional Facility as requested. A Qualified Mental Health Professional (QMHP) will provide appropriate coverage at all times. If the QMHP is not physically at the facility, there will be one on call at all times. Please see our staffing pattern listed on pages 94 to 97.

- i. At least one Qualified Mental Health Professional dedicated to Mental Health housing to oversee an intensive treatment and therapeutic program environment, to include individual and group treatment.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH has staff the Virginia Beach Correctional Facility as requested. A Qualified Mental Health Professional (QMHP) will be dedicated to Mental Health housing to oversee the intensive treatment and therapeutic programs, including individual and group sessions. Please see our staffing pattern listed on pages 94 to 97.

- j. Allowances will be made for additional or added staff hours for Physician Assistants and/or Nurse Practitioners to work as necessary beyond, or in addition to their regular shifts to keep up with inmate visits as appropriate.

ACH agrees with this section of the Request for Proposal.

- k. Regular physician/medical director visits on site for adequate time periods to provide inmate care and to review clinician charts and activities. Physician/Medical Director shall at a minimum equal 1 FTE.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH has staff the Virginia Beach Correctional Facility as requested. ACH's medical director will visit the Virginia Beach Correctional Facility for an adequate amount of time in order to provide inmate care and review charts. Please see our staffing pattern listed on pages 94 to 97.

- l. Regular psychiatrists' visits on site for adequate time periods to provide inmate care and to review clinician charts and activities. Psychiatrist/Mental Health Director shall at a minimum equal 1 FTE. This position must be at a minimum a Psychiatric Mental Health Nurse Practitioner.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH has staff the Virginia Beach Correctional Facility as requested. ACH's psychiatrist/mental health director will visit the Virginia Beach Correctional Facility for an adequate amount of time in order to provide inmate care and review charts. Please see our staffing pattern listed on pages 94 to 97.

- m. Contractor Mental Health Care Professionals and Staff shall be overseen by a full-time and onsite Mental Health Director.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH has staff the Virginia Beach Correctional Facility as requested. ACH's mental health team will be overseen by a full time and onsite mental health director. Please see our staffing pattern listed on pages 94 to 97.

- n. Provide care to all federal inmates in a manner consistent with that required for the entire VBSO population. Management practices are expected to be employed by the medical provider with respect to federal inmates as required by the Federal Marshal Service. This includes notification

and seeking authorization or any services beyond those generally offered to inmates for sick call, routine chronic care, or attention to on-site injuries.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH operates many facilities that have federal inmates and understands how to operate within the federal policies and procedures.

- o. Physician Credentialed for Privileges in the primary Emergency Room and hospital facilities used by VBSO.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH will make sure that the physician hired will have privileges at either Sentara or Bon Secours.

- p. Psychiatrist Credentialed for Privileges in the primary Emergency Room, medical and mental health hospital facilities used by VBSO.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH will make sure that the psychiatrist hired will have privileges at Sentara, Bon Secours and any mental health hospital facilities used by VBSO.

- q. Shall provide infirmary care. Infirmary bed space may be in other than a designated permanent infirmary room or cell but will be in proximity to the medical unit.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH understands that part of the NCCHC requirements is that infirmary care is provided at a jail and will strive to meet all the requirements in that section of the NCCHC standards.

- r. Utilize an EMR System for medical record management. The VBSO currently uses our vender provided Cor EMR. Offeror provided system must meet record and report information required by The Virginia Department of Corrections Minimum Standards. See Virginia Administrative Code Chapter 40. Minimum Standards for Jails and Lockup's.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH uses DetainEMR. The system is described on page 114 of our response.

- s. Pharmaceutical services management. Contractor will establish and maintain a system of positive control and accounting for all medications. Narcotic or other controlled substance type medications and sharps will be inventoried and accounted for at each shift change. Discrepancies will be relayed to the Duty Watch Commander immediately. The HSA will ensure proper compliance and recording of the inventories.

ACH agrees to provide the services 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 Virginia Beach Correctional Facility 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.

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

- t. Contractor will secure agreement with pharmaceutical provider to ensure delivery of medicine (prescription and non-prescription) in expedient manner. Reliance on mail order medications for new medication orders, or refills of exhausted medications is not adequate. In an exigent circumstance medication may be ordered and picked up from a backup local pharmacy.

ACH agrees to provide the services requested in this section of the Request for Proposal. As not to be redundant, please see the answer to the previous question about the use of a backup local pharmacy.

- u. Any cost above and beyond that of a regular inmate meal for Medically Ordered Special Diets shall be reimbursed to the VBSO. All Special Diet Orders will be reevaluated weekly, and a report provided to the VBSO Medical Liaison.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH's prescriber will independently decide if, and when, a medical diet needs to be prescribed. ACH will coordinate with the on-site food service provider for these services.

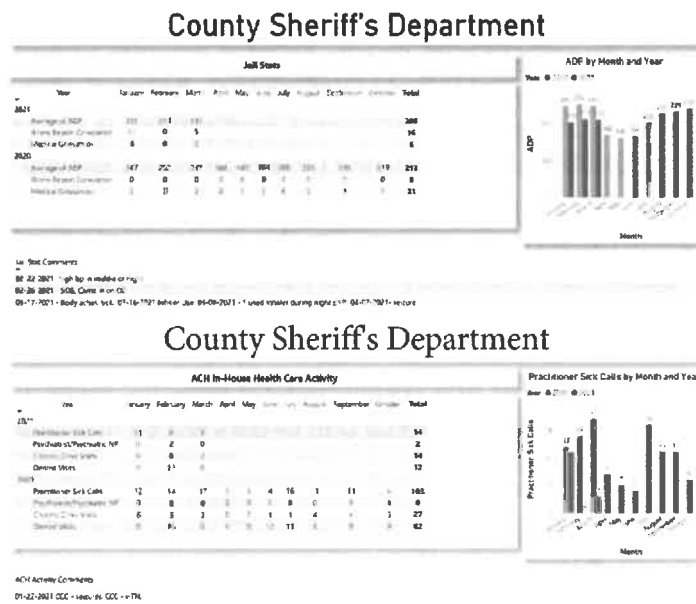
- v. Health education and training services for all VBSO staff and sponsored persons.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH will provide specialized training to officers in symptom recognition, mental health first aid, suicide prevention activities, first aid, use of automatic external defibrillators, CPR, sick call request protocols, universal precautions and addressing clinical emergencies.

- w. A quality assurance program. Contractor will submit their Quality Assurance monitoring plan, their plan to implement it and the proposed means and/or frequency of inspection and enforcement. Include plans for all physical and mental health care, including dental and pharmaceutical services.

ACH agrees to provide the services as requested in this section of the Request for Proposal. We conduct 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. 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 attached sample CQI Reports attached below:



County Sheriff's Department

Nursing

Year	January	February	March	April	May	June	July	August	September	October	Total
2021	0	0	0	0	0	0	0	0	0	0	0
2020	61	4	22								109
2019	2	0	0								2
2018	151	1	70								292
2017	189	3	20								315
2016	4	0	1								5
2015	3	1	10								16
2014	6	0	14	12	12	8	21	0	0	0	73
2013	28	67	82	59	24	40	79	70	26	6*	719
2012	9	0	0	0	0	0	0	0	0	0	9
2011	50	138	122	10	57	36	73	75	70	70	966
2010	30	30	30	30	30	30	30	30	30	30	330
2009	0	0	0	0	0	0	0	0	0	0	0
2008	6	3	4	4	3	0	0	0	0	0	27

Nursing by Month (2021)

Year: 2021

Mental Health

Year	January	February	March	April	May	June	July	August	September	October	Total
2021	0	0	0	0	0	0	0	0	0	0	0
2020	5	12	11								30
2019	0	0	11								11
2018	0	0	0								0
2017	1	0	3								4
2016	0	0	1								1
2015	0	0	1								1
2014	0	0	0	0	0	0	0	0	0	0	0
2013	0	0	0	0	0	0	0	0	0	0	0
2012	0	0	0	0	0	0	0	0	0	0	0
2011	0	0	0	0	0	0	0	0	0	0	0
2010	0	0	0	0	0	0	0	0	0	0	0
2009	0	0	0	0	0	0	0	0	0	0	0
2008	0	0	0	0	0	0	0	0	0	0	0
2007	0	0	0	0	0	0	0	0	0	0	0
2006	0	0	0	0	0	0	0	0	0	0	0
2005	0	0	0	0	0	0	0	0	0	0	0
2004	0	0	0	0	0	0	0	0	0	0	0
2003	0	0	0	0	0	0	0	0	0	0	0
2002	0	0	0	0	0	0	0	0	0	0	0
2001	0	0	0	0	0	0	0	0	0	0	0

Mental Health by Month (2021)

Year: 2021

County Sheriff's Department

Medication

Year	January	February	March	April	May	June	July	August	September	October	Total
2021	0	0	0	0	0	0	0	0	0	0	0
2020	1	0	0								1
2019	1	0	0								1
2018	0	0	0								0
2017	0	0	0								0
2016	0	0	0								0
2015	0	0	0	0	0	0	0	0	0	0	0
2014	0	0	0	0	0	0	0	0	0	0	0
2013	0	0	0	0	0	0	0	0	0	0	0
2012	0	0	0	0	0	0	0	0	0	0	0
2011	0	0	0	0	0	0	0	0	0	0	0
2010	0	0	0	0	0	0	0	0	0	0	0
2009	0	0	0	0	0	0	0	0	0	0	0
2008	0	0	0	0	0	0	0	0	0	0	0
2007	0	0	0	0	0	0	0	0	0	0	0
2006	0	0	0	0	0	0	0	0	0	0	0
2005	0	0	0	0	0	0	0	0	0	0	0
2004	0	0	0	0	0	0	0	0	0	0	0
2003	0	0	0	0	0	0	0	0	0	0	0
2002	0	0	0	0	0	0	0	0	0	0	0
2001	0	0	0	0	0	0	0	0	0	0	0

Medication by Month (2021)

Year: 2021

County Sheriff's Department

Radiology/Labs

Year	January	February	March	April	May	June	July	August	September	October	Total
2021	0	0	0	0	0	0	0	0	0	0	0
2020	1	0	0								1
2019	0	0	0								0
2018	0	0	0								0
2017	0	0	0								0
2016	0	0	0								0
2015	0	0	0	0	0	0	0	0	0	0	0
2014	0	0	0	0	0	0	0	0	0	0	0
2013	0	0	0	0	0	0	0	0	0	0	0
2012	0	0	0	0	0	0	0	0	0	0	0
2011	0	0	0	0	0	0	0	0	0	0	0
2010	0	0	0	0	0	0	0	0	0	0	0
2009	0	0	0	0	0	0	0	0	0	0	0
2008	0	0	0	0	0	0	0	0	0	0	0
2007	0	0	0	0	0	0	0	0	0	0	0
2006	0	0	0	0	0	0	0	0	0	0	0
2005	0	0	0	0	0	0	0	0	0	0	0
2004	0	0	0	0	0	0	0	0	0	0	0
2003	0	0	0	0	0	0	0	0	0	0	0
2002	0	0	0	0	0	0	0	0	0	0	0
2001	0	0	0	0	0	0	0	0	0	0	0

Radiology/Labs by Month (2021)

Year: 2021

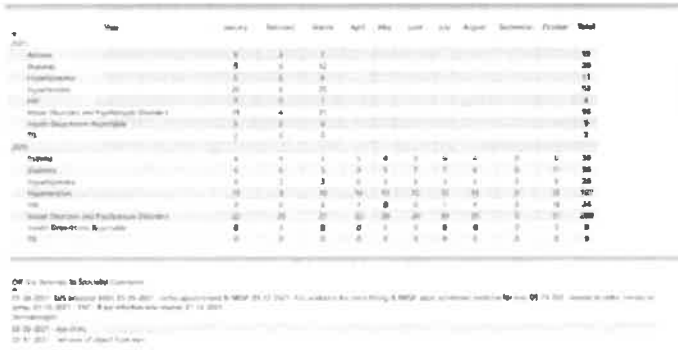
County Sheriff's Department

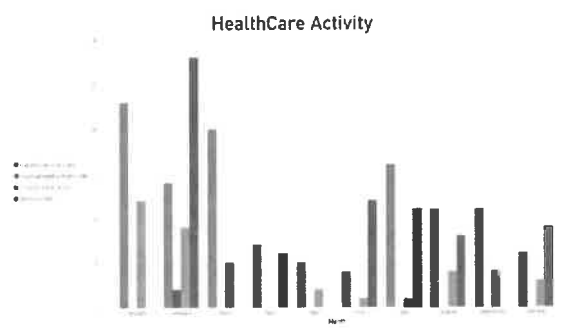
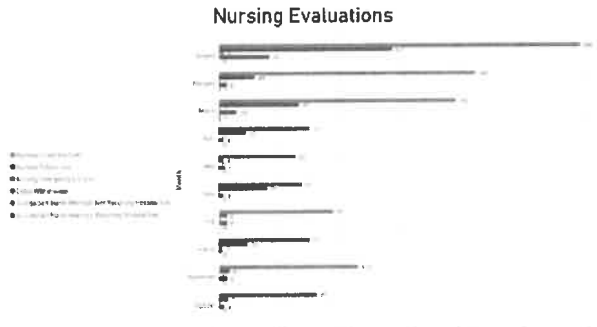


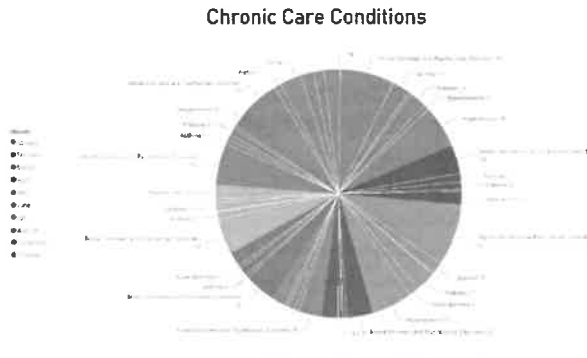
County Sheriff's Department



County Sheriff's Department







- x. Ensure a comprehensive discharge plan for all inmates with a scheduled release date who are diagnosed with communicable illness, chronic disease, mental illness (including intellectual disability, brain injury, PTSD etc.) and substance abuse is completed. For persons with resources such as insurance or government benefits, Contractor will at a minimum ensure inmate has a referral to and pre-release contact with adequate provider or service. All others will have the contact information of a specific person with Virginia Beach Department of Human Services and/or Community Services Board. Contractor will provide inmate: a supply of medication in accordance with applicable law and minimum standards, sufficient to last until any follow-up medical appointment, but not to exceed 30 days, contact information for outside provider, appointment date and time if relevant.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH will help inmates with connecting to community programs to assist them with their mental health and medical needs prior to release. ACH has been doing this for our clients for nearly twenty (20) years since ACH was founded in 2002.

- y. Comply with and ensure all Contractor members are educated about the Prison Rape Elimination Act (PREA) standards. The VBSO maintains zero tolerance for violations of this law.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH also has a zero tolerance for violations of PREA.

- z. Submit to random inspections of its clinical and administrative policies and practices by outside entities as deemed necessary by the Sheriff.

ACH agrees to this section of the Request for Proposal. ACH will submit to random inspections of all of our clinical and administrative practices as deemed necessary by the Sheriff and their administration.

- aa. Contractor shall upon the execution date of contract have a fully evaluated and functional Medical and Mental Health Virtual Care System. An example of what we are familiar with is



MDLIVE. Offeror should expound upon abilities of their system(s). System(s) shall meet all privacy requirements such as HIPPA and record of visit and particulars must be compatible to the EMR.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH rarely would use its telehealth services as the facility will be staffed twenty-four hours a day by Registered Nurses and our practitioners are on call via telephone 24/7.

- bb. Adequate administrative support services, and other services, all as more specifically described in the Service Detail attached hereto as Attachment 1 and incorporated by reference, and as further described herein and in the following documents: RFP Number COVB-22-100428 and Contractor's response to the RFP.

ACH agrees to this section of the Request for Proposal. ACH corporate office, located in franklin, Tennessee, and our subject matter experts, are always available to the medical staff and the Virginia Beach Correctional Facility Administration.

- cc. Contractor personnel shall present a neat and professional appearance both physically and, in the apparel, worn. Personnel at a minimum shall comply with the VBSO Dress Code Standards. VBCC identification shall be worn and displayed prominently at all times when in the facility.

ACH agrees to this section of the Request for Proposal. ACH will review this policy during orientation with new hires.

- dd. Offeror shall describe its staff orientation program. Program shall include a standard and required orientation of VBCC, its rules, policies, and procedures. Orientation shall also include an overview of all local, state, and federal laws pertaining to the correctional environment including the Prison Rape Eliminate Act (PREA).

ACH agrees to provide the services as requested in this section of the Request for Proposal. Our staff will undergo 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 facility operations and security consciousness practices in a Correctional Facility, including the Prison Rape Elimination Act (PREA). ACH staff members at the facility will be 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.

- ee. Proposed staffing: Contractor shall provide staffing pattern and levels for all shifts. Shall include clearly defined plan for other than M-F typical business hours (weekend, nights, and holidays).

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH has staff the Virginia Beach Correctional Facility as requested. There will be at least one Registered Nurse on every shift, providing coverage twenty-four hours a day. Since ACH only

works in correctional facilities across the United States, we understand that the coverage needs to include weekends, nights, and holidays. Our staff are required to work nights, weekends, and holidays. Our practitioners are also on call via the phone 24/7 including holidays. Please see our staffing pattern listed on pages 94 to 97.

- ff. Contractor shall provide a list of salary ranges for all full-time and part-time employees.

Please see the chart below for the salary range for all full-time and part-time employees.

POSITION	HOURS PER WEEK	SALARY RANGE
PHYSICIAN	40	\$260,000.00 TO \$283,400.00
NURSE PRACTITIONER	40	\$175,760.00 TO \$191,578.40
PSYCHIATRIST	12	\$105,144.00 TO \$114,606.96
PSYCHIATRIC NURSE PRACTITIONER	40	\$208,000.00 TO \$226,720.00
DENTIST	32	\$291,200.00 TO \$317,408.00
RN / HSA	40	\$93,080.00 TO \$101,457.20
RN / DON	40	\$89,440.00 TO \$97,489.60
RN FULL-TIME	36	\$70,200.00 TO \$76,518.00
RN PART-TIME	12	\$23,400.00 TO \$25,506.00
LPN FULL-TIME	36	\$58,032.00 TO \$63,254.88
MEDICAL RECORDS CLERK	40	\$41,600.00 TO \$45,344.00
QUALIFIED MENTAL HEALTH PROFESSIONAL	40	\$80,080.00 TO \$87,287.20
DISCHARGE PLANNER	40	\$62,400.00 TO \$68,016.00
DENTAL ASSISTANT	32	\$33,280.00 TO \$36,275.20

- gg. Contract shall follow established VBCC policies and procedures for processing and responding to inmate correspondence, complaints and/or grievances regarding health care.

ACH agrees to this section of the Request for Proposal. ACH staff will follow the VBCC policies and procedures for processing and responding to all inmate correspondence, complaints and/or grievances regarding health care.

- hh. Contractor shall ensure credentialing of all: physicians, psychiatrists, nurse practitioners, physician assistants, clinical nurse specialists as required by the Code of Virginia. Credentialing shall be complete, and verification given to Sheriff at least 10 days before start of contract. Credentialing will be done regardless of whether the healthcare professional had worked previously in the VBCC under another contractor.

ACH agrees to provide the services requested in this section of the Request for Proposal.

ii. Provide detailed transition plan for replacing current provider if changed.

SAMPLE START-UP PROCESS

Jail: Virginia Beach	State: VA	ADP: 1,200	Bid or RFP? RFP
D-MO: Karen Fowler	RNM:	PC: Ana Franklin	
ACH Claims processor:		Contract award amount:	
Practitioners visit frequency:		Total QMHP hrs./days/wk.:	
Total nursing hrs./days/wk. (RN, LPN, Other):		Start date: 02-01-2022 @12:01a.m.	
Orientation date(s)/time(s):			

√	Timeline	Assigned	Task
	6 weeks ahead	D-MO	Provide information to recruiting about Advanced Correctional Healthcare (ACH) staffing hiring, background checks, on-boarding, and jail training.
	6 weeks ahead	PC	Email President, VPs, Directors, and attorney of verbal award.
	6 weeks ahead	D-MO	Contact Sheriff Ken Stolle, Captain Kathy Vargas, Captain Joseph Bartolomeo, Captain Alvie Culanding, and the Virginia Beach Correctional Facility teams 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.
	5 weeks ahead 2 nd call	D-MO	Schedule an on-site, one-hour meeting with Sheriff Ken Stolle, Captain Kathy Vargas, Captain Joseph Bartolomeo, Captain Alvie Culanding, and the Virginia Beach Correctional Facility teams including highest ranking authority – meeting. Needs to occur <u>before</u> the first orientation class. Date/time:
	5 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”).
	5 weeks ahead 2 nd call	D-MO	Set up officer training (encourage all officers and nurses attend).
	5 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.
	5 weeks ahead 2 nd call	D-MO	Discuss current Continuous Quality Improvement (CQI) process. Most recent CQI date:
	5 weeks ahead 2 nd call	D-MO	Discuss preferred frequency of CQI meetings. Check all applicable standards for required CQI timeframes.
	5 weeks ahead 2 nd call	D-MO	Confirm chosen vendors (see below) and notifies AA-CI. Address for deliveries – attention to who?
	2 weeks ahead Site visit	RNM	Review MARs to capture patterns/trends.
	2 weeks ahead Site visit	RNM	Inquire about current CLIA Waiver – obtain expiration date – or - discuss purpose and provide website info to apply.
	2 weeks ahead Site visit	RNM	Inquire about site-specific DEA Number – obtain expiration date – or – discuss purpose and assist with application.
	2 weeks ahead Site Visit	RNM	Review first 15 policies.
	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 February 1, 2022	RNM	Contact practitioner to review medication orders.
	By 12a.m. day of February 1, 2022	RNM	Use MAR to create Chronic Clinic list(s).
	By 12a.m. day of February 1, 2022	RNM	Set up date to review all medical policies with administration.

SPECIALTY SERVICES.

Contractor shall provide specialty services (e.g., pharmaceutical, radiology, sutures, laboratory services, renal dialysis and OB/GYN, etc.) on site to the extent reasonably possible. The Contractor will provide a list of services to be performed on-site at the time of bidding. To the extent specialty care is required and cannot be rendered on site, Contractor shall enter into agreements with off-site providers for preferred rates and service accommodations.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH will provide specialty services on site to the extent possible. ACH will provide for pharmaceutical, sutures, laboratory services, radiology, chronic clinics, and female health care. ACH will coordinate all hospitalization and healthcare rendered offsite pursuant to the contract. ACH also 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.

Clinical decisions are made by fully independent professionals specializing in medical, mental health, and dental services. This structure ensures that all care related decisions are made solely on a medical basis.

EMERGENCY SERVICES.

Contractor shall provide emergency medical treatment to Inmates, Visitors and Correctional Center staff and sponsored persons as necessary and appropriate on-site, to include courts and court holding. Contractor shall provide off-site emergency medical, mental health and dental care for inmates, as required, through arrangements to be determined with local providers. Sheriff shall provide or arrange transportation, which may include ambulance services, for off-site emergency medical treatment. Medical and Mental Healthcare Professionals are considered essential personnel. In cases of inclement weather or other emergencies the Contractor is responsible to have their staff report to work.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH will provide for the emergency medical treatment for all inmates and non-inmates at the Virginia Beach Correctional Facility. These services will include, but are not limited to, Cardiopulmonary Resuscitation (CPR), use of Automatic External Defibrillator (AED), Emergency First Aid, and Basic Life Support services.

Please see the attached emergency services sample policy:



EMERGENCY SERVICES

J-E-08

Page 1 of 1

POLICY STATEMENT

The facility provides 24-hour emergency medical, mental health, and dental services.

COMPLIANCE INDICATORS/PROCEDURES

1. The facility's Standard Operating Procedure (SOP) manual includes a written plan for arrangements to transport detainees off-site for emergency treatment. This policy compliments the SOP.
2. Emergency transport of the patient from the facility is conducted when an obvious medical emergency exists, or as ordered by the facility's practitioner.
3. Use of an emergency medical vehicle may be warranted by the seriousness of the detainee's condition.
4. The facility determines the hospital emergency departments or urgent care clinics to be used.
5. The medical vendor provides a practitioner and system of back-up providers for emergency on-call guidance 24 hours per day, 7 days per week.
 - a. Facility practitioners may prescribe treatment for urgent needs in mental health, medical, and dental services. (Example: a practitioner may order nitroglycerine tablets for chest pain)
 - b. Security procedures for the immediate transfer of patients for emergency medical care are specified in the facility's SOP.
6. Health care staff notifies the receiving facility of a detainee's pending arrival and provides a summary of events related to the transport.
7. Emergency medications, supplies, and medical equipment are regularly checked and maintained to ensure they remain in good working order.
 - a. Persons are trained in Cardiopulmonary Resuscitation (CPR) and the Automatic External Defibrillator (AED)
 - i. Only those persons trained to use an AED may check the AED.

Contractor will plan for and implement when the VBCC initiates its Critical Incident Management Plan, procedures to provide adequate on-duty/in-house Healthcare by Qualified Professionals during times of civil emergency. Plan will be Written Policy and shall include:

- a. Having their MD on-site throughout incident.
- b. Appropriate mental health staff on site.
- c. Pre-arranged agreements with pharmaceutical contractor or other pharmaceutical providers who on short notice can provide extra stocks of pharmaceuticals and supplies to last through the event.
- d. Recall plan of Qualified Medical and Mental HealthCare Professionals and staff.
- e. Plan to ensure Contractor's qualified professionals can reach the facility for duty during inclement weather, poor road conditions etc.

ACH agrees to provide the services as requested in this section of the Request for Proposal.

Emergency Response Plan

ACH health care staff is prepared to implement the health care aspects of the Virginia Beach Correctional Facility emergency response plan. Please refer to the facility's Standard Operating Procedure (SOP) manual for additional details.

COMPLIANCE INDICATORS/PROCEDURES

1. At a minimum, the health care aspects of the emergency response plan should include the following:



- a. The responsibilities of the health care staff;
 - i. Health care staff may follow routine emergency treatment and triage procedures once the designated Officer in Charge establishes a secure area and gives clearance to respond.
 - ii. Health care staff will work in coordination with community emergency response teams when possible.
 - iii. Medical staff will not be responsible for notifying outside agencies or an inmate's contacts without the explicit instruction of the highest-ranking facility authority on-site.
 - b. The procedures for triage;
 - i. Emergency first-aid treatment should be rendered to custody/enforcement staff as soon as possible so that the environment can be secured and additional injury to others can be prevented.
 - ii. If emergency evacuation is necessary and personal safety is not jeopardized, the following items are recommended for transport to the secure triage area:
 1. The emergency response bag;
 2. The Medication Administration Record;
 3. Small, portable oxygen tanks (if available);
 4. Medication cart; and
 5. Automatic External Defibrillator (AED).
 - iii. General guidelines for triage:
 1. Those in danger of asphyxia or shock;
 2. Injury related shock;
 3. Closed head injuries and decreasing level of consciousness;
 4. Major compound fractures;
 5. Injuries to the spinal cord, eye, hand, and large portions of muscle;
 6. Lesser fractures and soft tissue injuries; and then
 7. Less injured.
 - c. Predetermination of the facility for care;
 - i. When possible, a log of those treated and/or transported to the hospital shall be maintained as directed by facility administration.
 - d. Telephone numbers and procedures for calling health care staff and the community emergency response system (e.g., hospitals, ambulances);
 - i. The Regional Nurse Manager needs to be notified as soon as possible.
 - e. The procedures for evacuating patients;
 - i. Health care staff shall adhere to direction of the Officer in Charge.
 - f. Alternate backups for each of the plan's elements; and
 - g. Timeframes for response.
 - i. Medical staff shall respond to calls for assistance as promptly as possible.
 - ii. Medical staff shall not respond to an emergency scene unless requested by facility personnel.
2. At least one mass disaster drill is conducted annually in this facility and is coordinated so that over a 3-year period, each shift has participated.
 3. The health care emergency man-down drill is practiced once a year on each shift where health care staff is regularly assigned.



4. Actual events may be counted as a man-down or mass disaster drills, as long as the event is documented and critiqued.
 - a. Staff that is not present for the event must review the documentation following the event.
5. If full-time health care staff is not assigned to a particular shift, that shift is exempt from drills.
 - a. If there are no full-time health care staff, drills are not required.
6. Both the mass disaster and man-down drills are critiqued, and the results are shared with the health care staff.
 - a. Recommendations from the health care staff are considered and acted upon.
 - b. Critiques include, at least, the following components:
 - i. Identification of the drill or actual event,
 - ii. Response time,
 - iii. Names and titles of health care staff,
 - iv. Roles and responses of the participants, and
 - v. Observations of appropriate and inappropriate staff response to the event.
7. Staff unable to attend the drills should review the documentation and critique.

HOSPITALIZATION SERVICES.

Contractor shall arrange for the admission of any Inmate who, in the opinion of the Medical or Mental Health Director, requires appropriate hospitalization and shall bear the costs thereof; however, the Contractor's liability for costs associated with hospitalization shall be limited in the following circumstances to the stated amounts:

- a. \$30,000.00 in the aggregate for injuries affecting more than one (1) Inmate that arise from the same occurrence.
- b. \$25,000.00 per illness or injury per inmate per incarceration.
- c. \$500,000.00 aggregate cap on combined inpatient hospitalization services.

The amounts stated above shall apply to each twelve-month term this Agreement may be in effect. Payments made in a previous term shall not affect Contractor's liability for amounts stated above in the then existing term.

The annual report of hospitalization services reduced by the Contractor's liability should be received within 15 days of the end of the contract year, as in the attached Health Services Agreement, RFP Page 31, Item 5.3. In addition, reimbursements from the State sought by the Contractor for the VBCC state responsible inmates medical care should be done at least annually.

ACH takes minor exception to this section of the Request for Proposal. ACH will agree to the aggregate cap if Virginia Beach will agree to a monthly rolling cap. This information can also be negotiated during the contract phase. ACH has moved away from a pool as Virginia Beach is currently operating under. From our experience, pools are almost always a guess at what expenses may be in the future. 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.

ASSUMPTION OF CUSTODY BY SHERIFF.

Contractor shall be liable for the care and all costs of Inmate Health Care treatment, commencing upon the inmates' commitment to the City of Virginia Beach Correctional Facilities as defined in Title 53.1-126 of the Code of Virginia.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH agrees that the care and all cost of Inmate Health Care treatment will commence upon the inmates commitment to the Virginia Beach Correctional Facility.

INMATES INJURED PRIOR TO ASSUMPTION OF CUSTODY BY SHERIFF.

The Virginia Beach Sheriff's Office will not refuse to accept custody of any injured (or ill) Inmate provided that the appropriate committal paperwork is completed and is presented with the Inmate.

ACH takes a minor exception to this language. If an inmate shows up to the Virginia Beach Correctional Facility, and the Registered Nurse at Intake believes that the inmate would be better served by going to an emergency room before being admitted, that would be our recommendation.

PREGNANCY.

Contractor shall provide health care services to pregnant Inmates. Health care services provided to an infant following birth shall be the responsibility of the City of Virginia Beach Department of Human Services.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH will provide for medically necessary health services to the female inmate population to include intake screening for sexually transmitted diseases and pregnancy, when medically indicated a pap smear with 14 days of arrival at the Virginia Beach Correctional Facility, an annual pap smear, and when medically indicated a mammogram that is consistent with the American Cancer Society's recommendations.

ACH will use the jail's policies and procedures when providing health care to pregnant inmates at the Virginia Beach Correctional Facility. The health care provided will consist of at a minimum prenatal care, inclusive counseling, dietary and vitamin requirements, detection along with outlook of high-risk pregnancies to include recommendations to specialist, a weekly pre-natal clinic, and the appropriate equipment.

ACH will deliver health care that will focus on the exclusive needs of female inmates with regard to family planning, pregnancy, prenatal care, and postpartum health care while detained at the Virginia Beach Correct Facility. ACH will accept no fiscal obligation for newborn treatment and/or health care. However, ACH will help the inmate develop an after-care plan prior to delivery ACH ensure that pregnant inmates obtain proper prenatal health care, services for labor and delivery, and postpartum health care.



1. All pregnant inmates will be offered an appropriate and timely prenatal obstetrical care consistent with the public standards, to include:
 - Medical examination by a qualified provider.
 - Prenatal test and laboratory in accordance with national guidelines.
 - A treatment plan documenting medical indicated levels of activity, nutrition, medications, housing, and safety precautions.
 - Counseling and administering recommended vaccines in accordance with national guidelines.
2. All female inmates of childbearing age will receive a pregnancy test at the time of booking.
3. Female inmates presenting at any time with signs or symptoms of pregnancy will be offered a urine pregnancy test.
4. ACH will evaluate the pregnant patient within seven days of notification of a positive pregnancy test.
5. Pregnant women are given thorough help and counseling from the medical and/or mental health team or a community agency in accordance with their stated wishes.
6. Documentation of the inmate's prenatal history will go with the pregnant inmate to the hospital.
7. Documentation of appropriate postpartum care will be maintained by ACH and noted in the patient's health record.
8. Pregnant women with severe mental illness need dedicated monitoring by the mental health team.
9. The mental health team will consult with the medical team regarding any psychotropic medication used due to possible harmful effects on a growing fetus.
10. ACH will urge that custody restraints, if used at other points of the pregnancy and the postpartum period, be restricted to handcuffs in front of the body.
11. When obstetrical care is provided by an outside contractor (e.g., OB/GYN physician), copies of pertinent diagnostic results and evaluations should be requested and filed in the medical record.
12. Pregnant patients shall be ordered appropriate precautionary interventions, including the prescribing of prenatal vitamins and a pregnancy diet.

ELECTIVE HEALTH CARE.

Contractor shall not be responsible for the provision of elective medical, mental health, dental care, or pharmaceuticals to Inmates. For purposes of this Agreement, "elective health care" means care which, if not provided, would not in the opinion of Contractor's Medical or Mental Health Director cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well-being.

ACH agrees to this section of the Request for Proposal.

CO-PAYMENT FOR MEDICAL SERVICES PROGRAM.

Contractor will make full use of the Inmate medical co-payment program. The Medical Administrator will be responsible for the completion and distribution of all required forms and paperwork, to include

signing inmates up for Medicaid, as applicable under Virginia law. Funds collected under this program shall remain under the control of the Sheriff. Contractor shall have no legal claim to these funds. Co-payment will be made for: Medical, Mental Health, Dental and certain pharmaceutical services unless indigent.

ACH agrees to provide the services requested in this section of the Request for Proposal. Under Virginia law, ACH will help inmates that are hospitalized for inpatient procedures for 24 hours or more sign up for Medicaid. ACH will also charge any other insurance that an inmate might have prior to billing the Virginia Beach Correctional Facility. ACH will consider the Virginia Beach Sheriff's Office as the last resort.

TRANSPORTATION SERVICES.

To the extent any Inmate, visitor, or Sheriff's Office staff requires off-site care (e.g., emergency care, hospitalization, specialty services, etc.), Sheriff shall provide or arrange appropriate transportation services as requested by Contractor to provide necessary treatment.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH will coordinate all transportation services with the Virginia Beach Sheriff's Office.

**PERSONNEL
STAFFING.**

Contractor shall provide medical, mental health, dental, pharmaceutical, technical, administrative and support personnel necessary for the rendering of health care services to Inmates as contemplated herein. Contractor's health care staffing levels shall be consistently sufficient to provide efficient and high-quality care on a daily basis 24 hours per day, as detailed in paragraph 2.1.1. Shall have ability to provide emergency dental care outside normal dental office hours as needed.

Contractor shall be responsible to provide and oversee the pharmaceutical program. They shall be responsible for notifying the Sheriff or designee of deficiencies.

The Offeror must provide a list of salary ranges for all full-time and part-time employees.

ACH agrees to provide the services as requested in this section of the Request for Proposal. After award of contract ACH will begin 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 will interview and screen 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 the Virginia Beach Correctional Facility will be properly licensed and certified in the Commonwealth of Virginia, as required. Our staff will undergo 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 will be 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 2021."



STAFFING MATRIX

In order to provide adequate and sufficient Personnel to fulfill its obligations under this Contract, the Contractor, itself and through its subcontractors, shall recruit and retain, whether as employees, independent contractors or otherwise, physicians, psychiatrists, mental health professionals, physician assistants, nurses, dentists, dental assistants, laboratory technicians, consultative and administrative personnel and such other personnel as the Contractor deems appropriate. The Contractor warrants that its staffing level is sufficient to provide the services and otherwise fulfill its obligations required by this Contract. The Sheriff is authorized to monitor and review staffing levels. The Contractor shall provide a Staffing Matrix, which shall be the operative Staffing Matrix under this Contract, subject to the approval of the Sheriff's Office. The Staffing Matrix approved by the Sheriff's Office designee shall supersede any

Staffing Matrix submitted in response to this RFP. The Staffing Matrix shall reflect staffing to be provided by occupation, by shift, and by date that each position must be filled.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH responded to the RFP with proposed staffing request as indicated in the scope of services requirements.

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 Virginia Beach with consultation with ACH.

As specifically instructed in the RFP, the ACH staffing matrix program was staffed using the average daily population of 1,200 inmates at the Virginia Beach Correctional Facility. 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.

LICENSURE, CERTIFICATIONS AND REGISTRATION OF PERSONNEL.

All Contractor and/or subcontractor personnel provided or made available by Contractor to render services hereunder shall be licensed, certified, credentialed and/or registered, as appropriate, in their respective areas of expertise pursuant to applicable Virginia Law. Personnel shall not exceed their level of certification when examining or treating patients. All healthcare staff shall be qualified to work in the community or private sectors as well as correctional facilities.

ACH agrees to this section of the Request for Proposal. ACH will make sure that any contractor and/or subcontractor is licensed, certified, credentialed and/or registered, as appropriate, in their respective areas of expertise pursuant to applicable Virginia Law and regulations. Personnel will not exceed their level of certification when providing services at the Virginia Beach Correctional Facility. ACH believes in this so much that we do not use EMTs, but instead will staff those positions with LPNs. LPNs are able to do everything an EMT can do plus more. All ACH staff will be qualified to work in a correctional facility as well as in the community or in the private sector.

SATISFACTION WITH HEALTH CARE PERSONNEL.

Contractor shall provide quality health care personnel. If, however, Sheriff should become dissatisfied with any personnel provided by Contractor hereunder, Contractor, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from Sheriff of its dissatisfaction and the reasons, therefore, exercise its best efforts to resolve the problem and, if the problem cannot be resolved, remove the individual about whom Sheriff has expressed dissatisfaction. The Sheriff, at all times retains the right to deny entry into the Virginia Beach Correctional Facility to any individual(s) without advance notice.

ACH agrees to this section of the Request for Proposal. If Virginia Beach 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 Virginia Beach of dissatisfaction and the reasons

thereof, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to Virginia Beach, ACH will remove the individual about whom the city 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 city, immediate removal of any health care personnel is necessary, those personnel shall be removed and replaced forthwith.

USE OF INMATES IN THE PROVISION OF HEALTH CARE SERVICES.

Inmates shall not be employed or otherwise engaged by either Contractor or Sheriff in the rendering of any health care services.

ACH agrees to this section of the Request for Proposal. ACH does not use inmates in any of our 300 plus facilities to render any health care services.

SUBCONTRACTING AND DELEGATION.

In order to discharge its obligations hereunder, Contractor may engage certain health care professionals as independent contractors rather than as employees, and Sheriff expressly consents to such subcontracting or assignment. As the relationship between Contractor and these health care professionals shall be that of independent contractor, Contractor shall not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals, however, Contractor shall exercise control over the professional manner or means by which these independent contractors perform their professional duties.

ACH agrees to this section of the Request for Proposal.

DISCRIMINATION.

- a. During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor shall include the provisions of the foregoing paragraphs, 1, 2 and 3 in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions shall be binding upon such subcontractor or vendor.

ACH agrees to this section of the Request for Proposal.

DRUG-FREE WORKPLACE.

During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor will provide a drug-free workplace for Contractor's employees.
- b. Contractor will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
- d. Contractor will include the provisions of the foregoing Sections a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ACH agrees to this section of the Request for Proposal.

ACCREDITATION

ACCREDITATION STANDARDS.

Contractors (and Contractor's sub-contracted) services hereunder shall be designed to meet the current and future standards required by:

- a. The current and as relevant future Virginia Department of Corrections (DOC) Minimum Standards for Jails and Lockups. This includes standards created for Behavioral Health Services as a result of VA Code 53.1-68.
- b. The current and as relevant, future modifications of the NCCHC Standards for Health and Mental Health Services in Jails.
- c. Any additional or expounded standards of the Sheriff as listed in Sec 1.2 and/or Attachment 1.
- d. Contractor shall cooperate fully with Sheriff in seeking, obtaining, and maintaining formal DOC and NCCHC certification or accreditation of the Correctional Facility's health care program. The Contractor will be responsible for absorbing the costs for said accreditations.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH has a Regulatory Coordinator, Robert Malloy who has served in variety of roles over his past 15 years in the health care field in correction with expanding leadership responsibilities. 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.

ACCREDITATION UPON VERIFICATION, DEFERRAL, DENIAL, WITHDRAWAL AND PROBATIONARY STATUS.

The Contractor shall have 30 days to remedy any issues with NCCHC without penalty. Contractor will rectify any deficiency identified by the DOC within the DOC's prescribed time frame. If, after 30 days Contractor fails to comply with NCCHC standards, or if Contractor fails to meet DOC standards within prescribed time frame, a penalty of \$5,000 per month will be deducted from the Contractor's payment. Payment of fine is retroactive to original date of the violation's discovery. If failure to achieve accreditation or meet DOC standards is due to any issues outside the responsibilities of the Contractor, the penalty is not applicable.

Contractor will remain in compliance with all facility, rules, regulations and demands concerning operations, security, and investigations.

ACH takes a minor exception to this section of the Request for Proposal. ACH believes that the fine should only be retroactive from the time it receives notification of the deficiency. If DOC or NCCHC does not notify ACH for 3 months, then ACH should not be find for the months it did not know about the deficiency. As noted above, ACH would not be responsible for any deficiency of the standards that ACH does not have complete control over like the physical plant of the Correction Facility. ACH will remain in compliance will all facility rules, regulations and demands concerning operations, security, and investigations.



EDUCATION AND TRAINING

SHERIFF'S OFFICE STAFF HEALTH EDUCATION.

Contractor shall conduct an ongoing health education program for Sheriff's Office staff toward the objective of raising the level of health care. This health care education program shall include, but not be limited to, signs and symptoms of chemical dependency and reactions to medical emergencies.

ACH agrees to provide the services as requested in this section of the Request for Proposal. 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 Virginia Beach Correctional Facility. ACH will agree to provide training to the remaining officers. This can be negotiated as part of the contract.

INMATE HEALTH EDUCATION.

Contractor shall conduct an ongoing health education program for Inmates at the Correctional Facilities at times as reasonably requested by the Sheriff and as indicated by medical necessity.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH will provide inmate health education about chronic diseases to our chronically ill inmates. Chronic disease-specific information will be printed to give to the inmate to help with their knowledge of the chronic disease. This allows the inmate to provide informed healthcare decisions for him or herself. ACH will also have health education programs for inmates at the Correction Facility as requested by the Sheriff or their Administration, or as medically indicated.

CRITICAL INCIDENT PROGRAM

Contractor shall develop and implement a Critical Incident Program for deputies and other Sheriffs' Sponsored Persons to utilize in the case of an emergency, i.e., needle or bodily fluid exposure.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH staff, along with the Virginia Beach Correctional Facility 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.



REPORTS AND RECORDS

MEDICAL RECORDS.

Contractor shall cause to be maintained a health care treatment record for each Inmate who has received health care and associated services. This health care record shall be maintained pursuant to applicable law and shall be kept separate from the Inmate's confinement record. A complete copy of the applicable health care record shall be available to accompany any Inmate who is transferred from the Correctional Center or for off-site services. Health care records shall be kept confidential, and Contractor shall follow the Sheriff's policy with regard to access by Inmates and Sheriff's staff to health care records, subject to applicable law regarding confidentiality of such records. To the extent Contractor is governed by the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as it relates to Protected Health Information as defined in the Act, Contractor agrees to comply with HIPAA. No information contained in the medical records shall be released by Contractor except as provided under Article V: herein, Sheriff's S.O.P. Manual, by a court order, or otherwise in accordance with applicable law. However, a complete copy of each health care record shall be provided to the Sheriff at the end of the term of the contract. The Contractor is required to and agrees to purchase and utilize either our current EMR ("Cor EMR") or a superior product. The Contractor will make all necessary arrangements to provide the Sheriff the software and licensing at the end of the contract term so that the records can continue to be accessed. The Contractor is further responsible for any and all updates, monitoring and repairs for EMR that are required. Contractor will allow our pharmaceutical contractor to utilize their EMR System.

Contractor's EMR must be compatible with the requirements of the City of Virginia Beach and/or VBSO IT Infrastructure. See ATTACHMENT IV.

Contractor EMR must be compatible with and integrated with our current and/or future Offender Management System (OMS). Our current OMS is provided by Global Tel Link (GTL) and is version 5.8.5. Contractor shall acknowledge their sole responsibility for: costs, integration, updates and disputes between them and OMS Provider.

ACH takes a minor exception to this section of the Request for Proposal. ACH will agree to pay up to \$30,000 for integration, and disputes between ACH and the JMS provider. The cost of the EMR is the responsibility of the city. ACH prefers to use the DetainEMR as discussed on page 114 of our response.

STORAGE OF INMATE HEALTH CARE RECORDS.

All original health care records shall be kept in the EMR electronic format to alleviate physical storage limitations. All health care records shall be stored in a manner to maintain confidentiality in compliance with all federal, state, and local statutes, regulations, and ordinances. Contractor's EMR shall be compatible to the pharmaceutical provider.

Contractor shall provide or incorporate a system of "real time" electronic recording of activities such as inmate health care visits, medications given, treatments etc. into the EMR.

Contractor will permit the Sheriff to download and update inmate health care files daily.

Contractor will be responsible for Inmate Health Care Record Retention and Disposition (pre and post assumption of contract) as directed by the Library of Virginia under Schedule Number 08, County and Municipal Governments Sheriffs and Regional Jails.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH prefers to use the DetainEMR as discussed on page 114 of our response.

REGULAR REPORTS BY CONTRACTOR.

By the 15th of the following month, the Contractor shall provide monthly, quarterly, and annual statistical reports to the Sheriff. The reports shall, at a minimum, provide the number of Inmates receiving health services by category of care, operative procedures, referrals to specialists, positive testing for HIV and Tuberculosis infection, emergency services provided and data on other areas as stated in Attachment V. attached hereto and incorporated by reference or requested by the Sheriff. In addition, the following reports shall be provided:

- a. An itemized report that lists each staff position and the total hours scheduled and worked that month.
- b. An itemized report that lists monthly hospitalization costs including third party payments.
- c. Cost recovery for health care and/or hospitalization costs from private and government resources available to inmates and the VBCC.
- d. Inmates provided consultation and assistance in registering for private and/or government health care insurance.
- e. Inmates successfully registered in private and/or health care insurance. Success shall be measured by acknowledgement of provider.
- f. Inmates released from custody with insurance cards/validation.
- g. Inmates released to street with contact and/or scheduled appointment with outside health care provider or DHS/CSB.
- h. Monthly environmental reports.
- i. An annual individual listing of federal, state, and local inmate medical and associated costs.
- j. An annual report breakdown listing fixed and variable costs incurred.
- k. An itemized report that lists training offered under Article IV including attendance numbers.

ACH agrees to provide the services as requested in this section of the Request for Proposal.

NOTIFICATION OF LEGAL ACTION:

Contractor shall report to the Sheriff in writing any notice of, or active legal action against matters relevant to this contract, the VBCC or Sheriff's Office. Notification shall be in writing within three business days of Contractor becoming aware of legal action.

ACH agrees to this section of the Request for Proposal.

INMATE HEALTH INSURANCE.

Contractor will seek and obtain from an Inmate all information concerning any health insurance or other payment source the Inmate might have that would reimburse services rendered by Contractor hereunder. Sheriff shall cooperate with Contractor in its efforts to secure this information.

Contractor shall provide staffing to secure all available health care benefits available to Inmates and the VBCC from both public and/or government resources. Resources include are but not limited to reimbursement by employer, Medicare, Medicaid, expanded Medicaid, Workers Comp and Affordable Care Act (ACA) etc. Staffing this position requires an Enrollment and Medicaid/ACA/Private Insurer Eligibility Specialist. They shall ensure:

- a. Inmates are educated about and assisted with the enrolment process regarding the Affordable Care Act, Medicaid and now enacted in Virginia, Expanded Medicaid.
- b. Current Medicaid recipients not linked to Supplemental Security Income (SSI) have their benefits suspended, not terminated. Ensure suspension is lifted before scheduled inmate release date.
- c. Eligible inmates receive or are set to receive available benefits upon their release from custody.
- d. Eligible inmates are registered for and receive benefits from Medicaid and/or Expanded Medicaid. Must track Medicaid benefit eligibility and recover costs for inmates hospitalized for 24 hours or more who would otherwise be ineligible while confined in-house. Monies recovered shall be deducted from the following month's payment.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH provides these services in the more than 300 facilities we operate across the United States.

THIRD PARTY PROCEEDS.

In the event that third party proceeds are received by the Contractor, such proceeds will be deducted from the monthly medical bill. This includes but is not limited to all payments from the U.S. Marshals Service, U.S. Immigration Service, and all other Federal, state, and local jurisdictions for whom the Sheriff houses inmates.

ACH agrees to this section of the Request for Proposal.

INMATE INFORMATION.

In order to assist Contractor in providing the best possible health care services to Inmates, the Sheriff shall provide Contractor with information pertaining to Inmates that Contractor identifies as reasonable and necessary for Contractor to adequately perform its obligations hereunder, but not in violation of any applicable law.

ACH agrees to this section of the Request for Proposal.

CONTRACTOR RECORDS AVAILABLE TO SHERIFF WITH LIMITATIONS ON DISCLOSURE.

Contractor shall make available to Sheriff, at his request, all records, Third Party Payments, documents and other papers relating to the direct delivery of health care services to Inmates hereunder; provided, however, that Sheriff understands that the systems, methods, procedures, written materials and other

controls employed by Contractor in the performance of its obligations hereunder may be proprietary in nature and shall remain the property of Contractor and may not, at any time, be used, distributed, copied or otherwise utilized by Sheriff, except in connection with the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by Contractor. However, all Inmate records are the property of Sheriff and part of the permanent records of the Correctional Facilities.

ACH agrees to provide the services requested in this section of the Request for Proposal. Since the medical records belong to Virginia Beach, they will be made accessible to the city immediately upon request.

SHERIFF RECORDS AVAILABLE TO CONTRACTOR WITH LIMITATIONS ON DISCLOSURE.

During the term of this Agreement and for a reasonable time thereafter, Sheriff shall provide Contractor, at Contractor's request, Sheriff's records relating to the provision of health care services to Inmates as may be requested by Contractor or as are pertinent to the investigation or defense of any claim related to Contractor's conduct. Sheriff shall make available to Contractor to the extent permitted by law such records as are maintained by Sheriff, hospitals, and other outside health care providers involved in the care or treatment of Inmates (to the extent Sheriff has any claim to those records) as Contractor may reasonably request consistent with applicable law; provided, however, that any such information released by Sheriff to Contractor that Sheriff considers confidential pursuant to the Virginia freedom of Information Act, Virginia Code 2.2-3700, shall be kept confidential by Contractor and shall not, except as may be required by law, be distributed to any third party without prior written approval by Sheriff.

ACH agrees to this section of the Request for Proposal.

SECURITY

GENERAL.

Contractor and Sheriff understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of Contractor as well as for the security of Inmates and Correctional Center staff. Sheriff shall provide reasonable security services. In addition, Sheriff shall provide security to protect Contractor's equipment, pharmaceuticals and supplies in accordance with DOC and NCCHC standards where applicable. Sheriff is in no way responsible for damage to Contractor's responsible equipment.

ACH agrees to this section of the Request for Proposal.

TRANSPORTATION OFF-SITE.

Sheriff shall provide security as necessary and appropriate in connection with the transportation of any Inmate between any other locations for off-site health care services as contemplated herein.

ACH agrees to this section of the Request for Proposal. If the ACH medical team determines that off-site services are needed, we will work with the facility to collaborate the transportation

STANDARD OPERATING PROCEDURES.

Contractor agrees to operate within the standard operating procedures of the Correctional Center, intake, and lockups/holding areas.

ACH agrees to 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 we must operate within the standard operating procedure of the Virginia Beach Correctional Facility.

CONTRACTOR'S STANDARD OPERATING PROCEDURES MANUAL.

The Contractor will provide a copy of their Standard Operating Procedure Manual to the Facility Administrator for review every six months. Updates/changes, deletions and additions will be clearly identified.

ACH agrees to this section of the Request for Proposal.

EMPLOYEES OF CONTRACTOR

Employee's and/or prospective employees and subcontractors of the Contractor will be screened for access to the Correctional Center (which shall include a criminal background check) prior to being granted access, keys or identification cards enabling them access into and about the Correctional Center. All ID Badges, cards, and keys will remain the property of the Sheriff and will be maintained at the Correctional Center. Periodic scheduled and unscheduled rescreening shall be done as deemed necessary by the Sheriff. Sheriff shall absorb the cost of the initial and periodic screenings.

ACH agrees to 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 we must submit those employees to be screen before service is to begin.

Contractor shall provide upon request by the Sheriff or his designee, personnel records of their employees, to include any disciplinary actions imposed. The Contractor shall confer with, and receive approval from the Sheriff, prior to assignment or re-assignment of the on-site Medical or Mental Health Directors, HSA or DON.

ACH agrees to this section of the Request for Proposal.

Contractor shall confer with, and Sheriff must agree to initial pharmaceutical provider selected. Sheriff maintains right to require Contractor to seek and provide alternative pharmaceutical provider at any time throughout contract.

ACH agrees to this section of the Request for Proposal.

CONTRACTOR AGREES, AT A MINIMUM, TO REQUIRE THE FOLLOWING OF THE PHARMACEUTICAL PROVIDER:

- a. Fill and deliver medications daily, Monday through Saturday. All orders transmitted to the pharmaceutical provider Monday through Saturday will be filled and delivered to our facility in accordance with a mutually agreeable schedule. The Pharmaceutical provider will provide written notice to the Sheriff and Medical Contractor in advance of any changes in the schedule for ordering or delivery due to holidays.
- b. Provide emergency medications that cannot be received in an expedited manner through the normal delivery process from a contracted local emergency back-up pharmacy whose identity shall be made known. In the event that Contractor cannot contact the pharmaceutical provider within a medically reasonable period of time, the Medical contractor shall place the order with the designated back-up pharmacy directly.
- c. Provide medications utilizing a "blister card" medication packaging system unless packaging in a different form is approved by the Sheriff and/or medical contractor either generally or in specific cases.
- d. Dispense oral tablets and capsule medications in quantities requested by the medical contractor depending on the frequency of the dosing and the needs of our facility.
- e. Over the counter (OTC) medication can be ordered by the medical contractor directly from the OTC wholesaler or in bulk from the pharmaceutical provider.
- f. Agrees to provide all prescribed controlled substances in blister cards and in compliance with applicable state and federal regulations.
- g. Provide all requested intravenous solutions and related administration sets using ADD-vantage packaging system where available.
- h. Provide all medications generically unless there is no generic substitute or exigent circumstances exist. All generic medications will be A or AB rated by the FDA. As non-generic drugs become available as generic, provider agrees to provide them at the lesser cost.



- i. Participate in quarterly pharmacy and therapeutic meetings at our facility with Contractor's staff.
- j. Provide a licensed consultant pharmacist to conduct quarterly inspections of all institutional areas where medications are maintained. Inspections will include, but not be limited to, the expiration dates, security, storage, and a periodic review of medications. Quarterly site inspections shall include removal and disposal of expired medications.
- k. Submit to random inspections of its products and procedures by outside licensed entities as deemed necessary by the Sheriff.
- l. Sufficient number of medication carts. The carts will be of kind to lock with an additional locking area located inside the cart for narcotics and sharps. Maintain carts in an excellent state of function and repair at all times.
- m. Provide the Sheriff with monthly and quarterly Excel Data Files detailing pharmaceutical usage. The Medical contractor and the Sheriff will work with the pharmaceutical provider to develop an agreed upon format and content detail.
- n. Provide computer generated Medication Administration Records (MARs) delivered no later than the 27th day of each month for the following month for all offenders who have prescribed medications. The Pharmaceutical provider will work with the medical contractor and Sheriff to ensure the efficient and accurate maintenance of such records.
- o. Provide a packing slip in all pharmaceutical packaging. Packaging slip to be maintained by Contractor a minimum of 6 months for sheriff's review as needed. Invoices will be checked against packaging slips for discrepancies and credits.
- p. Provider will arrange for the pick-up and return of all unused or discontinued medication. The Pharmaceutical provider will allow 100% credit at the pharmaceutical provider cost at the time of return for return of full and partial cards of separately charged unused solid medications with value greater than \$2.00. No processing fee will be charged. All medications must be returned in the original container in which they were issued and have a minimum of 90 days shelf life remaining.
- q. Provider shall represent and warrant that it is currently in compliance with all: state, federal and local pharmaceutical licensing requirements and that this licensing compliance shall continue in full force and effect during the term of this agreement.
- r. Provider represents and warrants that its dispensing of medications shall be in compliance at all times with governing state, federal and local pharmaceutical laws and regulations.
- s. Adequate administrative support services.
- t. Has written plan for events such as severe weather or local disasters and implement its plan when the VBCC initiates its Critical Incident Management Plan. Plan will be Written Policy and shall include pre-arranged agreements with providers who on short notice can provide extra stocks of pharmaceuticals and supplies to last through the event.
- u. Participate, as required in meetings with Sheriff's staff addressing co-operational efforts relating to the inmate populations welfare.
- v. Establish a pharmaceutical program which provides and distributes all medication (prescription and non-prescription) and maintains security, quality and quantity control, storage, and destruction of medication.
- w. Assist as needed to aid the Sheriff in addressing authorities concerning pharmaceutical issues when necessary.

- x. Provide pharmaceutical services that meet all acceptable state and federal standards required by Virginia Department of Corrections and NCCHC. These pharmaceutical services will be provided at a service level equal to or above community standards.

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 City 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 DEA regulations, OSHA regulations and NCCHC standards. ACH will make sure that all medication is kept in a safe and secure manner. At the start and end of each shift, with a minimum of two healthcare employees, a count of all controlled substance will take place. Any waste of medication will be recorded properly. On-site healthcare administrative personnel will perform regular inspections and will check the documentation for accuracy and completeness.

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

Employees and Prospective employees of the Contractor or Subcontractors shall possess the technical expertise for the position; and the emotional stability and motivation to work effectively in a correctional environment.

ACH agrees to provide employees and prospective employees that will possess the technical expertise for their position. The employees will be emotionally stable and motivated to work effectively in a correctional environment. Our staff will undergo orientation and training on the proper way to act in a correctional environment.

OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

GENERAL.

Sheriff shall provide Contractor with office space, pharmacy space, facilities, equipment, utilities (excluding telephone, computer, fax and modem lines and voice mail), and initial inventory and supplies. Contractor shall be responsible for providing all other equipment and supplies necessary to perform services outlined herein.

ACH takes a minor exception to this section of the Request for Proposal. ACH believes that Virginia Beach should be responsible for providing internet services to include hardwire and wireless throughout their facility (along with the infrastructure to run such technology). ACH also believes that Virginia Beach should provide all telephone services required. ACH will provide the Computers, Monitors and other removable items to our staff that is required for them to perform their services at the Virginia Beach Correctional Facility.

Contractor agrees to require all members to utilize VBSO's network VBSO/VBCC email system daily to stay informed of updates or changes to policy and/or procedures. Contractor agrees to require, when specified, to have all staff review and sign required policy, procedure, and accreditation documents. Contractor staff shall not utilize system for nonwork-related matters. Contractor agrees to reimburse Sheriff for licensing of their users on our system.

ACH agrees to this section of the Request for Proposal.

Contractor agrees to advise the VBSO of any staff member's employment ending or suspended. This also pertains to any subcontractor, volunteers, interns etc. Notice shall be made to both the VBSO Human Resources division and the VBSO Medical Liaison immediately. This will enable his/her account to be disabled and other appropriate notices given.

ACH agrees to this section of the Request for Proposal.

DELIVERY OF POSSESSION.

Sheriff shall deliver to Contractor on the date of commencement of this agreement possession and control of all health care and office equipment and supplies (excluding items defines in Article VII 7.1) then in place at the Correctional Center's health care facilities. Sheriff shall provide Contractor with a written inventory of all equipment, consumable medical supplies, pharmaceuticals, and other supplies then on hand at the Correctional Center for the delivery of health care services at the pre-bid conference. The list provided will be a snapshot of a given day. An updated list will be provided on or before the commencement date of this Agreement.

ACH agrees to this section of the Request for Proposal.

EQUIPMENT AND SUPPLIES.

Contractor warrants that at the time this Agreement terminates, Contractor shall provide Sheriff with a written inventory of all health care equipment, consumable medical supplies, pharmaceuticals, and

other supplies on hand at the Correctional Facilities for delivery to the Sheriff. Inventory level and condition of equipment shall match or be equivalent to the inventory provided by the Sheriff in 7.2 above.

ACH agrees to this section of the Request for Proposal.

MAINTENANCE OF EQUIPMENT.

Contractor shall be responsible for repairing and maintaining all medical and office equipment in good order and shall be responsible for renewal of expendable supplies. Contractor shall replace at Contractor's expense any equipment deemed not repairable.

ACH takes minor exception to this section of the Request for Proposal. ACH will pay up to \$5,000 to maintain the equipment.

X-RAY EQUIPMENT.

Contractor shall be responsible for providing x-ray equipment and routine in-house x-rays. The cost of maintenance and annual certification of the equipment and technician(s) is the responsibility of the Contractor.

ACH takes minor exception to this section of the Request for Proposal. Ach BELIEVES THAT UNLESS Virginia Beach accepts a rolling cap that these services shall be paid for by Virginia Beach.

AUTOMATIC EXTERNAL DEFIBRILLATOR (AED).

Contractor shall be responsible for the maintenance of all Automatic External Defibrillators (AEDs) for the Virginia Beach Correctional Facility. In addition, the Contractor is responsible for the training of all users and maintenance.

ACH agrees to this section of the Request for Proposal. ACH will also train all Virginia Beach Correctional Facility staff (Currently 224) on the use of the automatic external defibrillator (AED).

GENERAL MAINTENANCE SERVICES.

Sheriff shall provide for each Inmate receiving health care services no less than the full range of services and facilities provided by Sheriff for other Inmates at the Correctional Facilities including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

ACH agrees to this section of the Request for Proposal.

ATTACHMENT 1 SERVICE DETAIL

1. Provide medical and mental health care, including dental and pharmaceutical care and services to the Virginia Beach Correctional Facilities twenty-four hours a day, seven days a week. Said services shall provide for emergency care, including emergency hospitalization, as well as non-emergency coverage for in-house illness, injury, and chronic care. This excludes elective health care.

ACH agrees to provide the services requested in this section of the Request for Proposal. Below is a brief description of some of the services that will be provided to the inmates at the Virginia Beach Correctional Facility:

Initial Assessment

ACH will complete an initial assessment as outlines in the NCCHC Standard timeframe. The initial assessment shall include reviewing intake questionnaire for medical and mental health, identifying any known illness or diseases that may need immediate attention or pose a risk to others, documentation of pre-existing medical conditions, identifying medical dietary needs, assessment of medication history, current legal and illegal drugs used and any urgent medical or medical health needs, including risk of suicide.

Special medical diets will be recommended but ultimately dictated by the food services vendor selected by the Virginia Beach Correctional Facility.

Health Assessment

ACH's qualified health care provider will perform a comprehensive Health Assessment of any inmate within the NCCHC Standards timeline (Currently 14 days for adults) of the arrival of the inmate at the Virginia Beach Correctional Facility. 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.

Sick Call

Routine diagnosis and treatment of minor health problems will be handled through a sick call system. Sick call will be conducted when medical staff are on site at the Virginia Beach Correctional Facility. If an inmate's custody status precludes attendance at a sick call session, arrangements will be made to provide sick call services at the place of the inmate's confinement, including segregation unit, only if the healthcare staff is accompanied by the security staff. Healthcare staff will utilize triage systems and will ensure all appropriate follow-up care is provided.

Sick call for inmates in segregation or otherwise unable to attend sick call: Inmates confined in segregation will be seen within NCCHC timeline standards by a Qualified Health Care Professional (QHCP). In the event the inmate's custody status precludes attendance at the regularly scheduled sick-call clinic, they will still be seen where housed, provided that in the judgment of the QHCP the services/treatment can be provided adequately, confidentially, and within the confines of all OSHA/HIPAA regulations in segregation. All security for such sick call will be provided by Virginia Beach Correctional Facility staff. Cell-front encounters will not be used to provide health care services/treatment.

Hospital Care

ACH will identify the need, schedule, and coordinate any admission to hospital care of any inmate of the Virginia Beach Correctional Facility. The Jail will be responsible for making emergency arrangements for ambulance services to the inpatient facility, ACH will coordinate with the Virginia Beach Correctional Facility administration.

Specialty Services

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.

Emergency Services

ACH will provide 24-hour emergency medical care to inmates. while the medical staff is on-site. This will also include on-call, by phone, availability by a practitioner, twenty-four (24) hours a day, seven (7) days a week.



Ancillary Services

Routine laboratory, X-ray, EKG, and ultrasound procedures will be performed on-site at the facility when possible.

Procedures beyond the capabilities of the on-site equipment or contractors will be referred to outside providers. ACH will provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.

Pharmaceuticals

ACH will be responsible for a total pharmaceutical system for the Virginia Beach Correctional Facility beginning with practitioner's prescription of medication, filling prescriptions, distributing medications and the necessary record keeping. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications will be prescribed by the responsible practitioner. All controlled syringes, needles and surgical instruments will be stored under security conditions acceptable to the Virginia Beach Correctional Facility and in accordance with pharmaceutical law.

Medical Waste

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.

Medical Records

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 Virginia Beach. Access to medical and/or 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 and/or dental record will be done by professional nurses or trained medical records clerk. The medical records always will remain the property of Virginia Beach.

Special Medical Programs-Chronic Care

Chronic care clinic is part of the healthcare program offered by ACH. All members of the healthcare team participate in the delivery of chronic care. Patients with chronic diseases are identified and enrolled in a chronic disease program designed to decrease the frequency and severity of the symptoms, prevent disease progression and complications, and foster improved function.

Many inmates, prior to imprisonment, have inadequate interaction with healthcare providers. This makes it especially challenging for healthcare providers at a facility like the Virginia Beach Correctional Facility to acquire information about any of their illnesses. Our chronic care program seeks to vigorously observe, educate, and encourage inmates to be accountable for

their health. ACH will offer advice on the diagnosis, observing, and treatment of common chronic illnesses, especially those that are seen more often in a correctional setting. Our competitors, especially those that have not provided healthcare in a correctional setting in the past five years, will have a harder time with the diagnosis, observing, and treatment of these common chronic illnesses in a correctional setting.

A key opportunity to detect, register, and refer an inmate to a prescriber takes place during the intake screening. If the inmate's answers during intake suggest that they require further medical care, then the inmate's medical record is highlighted for follow-up and their chronic issues are typically addressed by the prescriber during the initial health assessment. If an inmate is on medical prescribed therapy, continuity will be maintained. If there is an inmate whose chronic illness is unstable, they will be seen promptly by a prescriber. In the case where an inmate's chronic illness is stable, they will be scheduled for their first chronic illness visit in approximately a month from intake. ACH is adaptable and will work on custody-related problems to reduce disruption of chronic care medications or appointments when inmates with chronic illnesses are moved between institutions or moved for housing, court, or release issues.

ACH will collect diagnostic test results and medical records before the first chronic care clinic appointment so an evidence-based treatment strategy may be established. Inmates enrolled in chronic care clinics will be seen by a qualified healthcare professional at proper times, or more often if medically indicated. Recently identified inmates are seen for their first chronic care clinic within 30 days of diagnosis and then scheduled for follow-up as clinically suitable.

Inmates are placed into the correct chronic care clinic by diagnostic category to ensure proper follow-up at their scheduled dates. ACH classifies inmates with chronic diseases for the following clinics: Heart Disease, Asthma, Cancer, High Blood Pressure, Diabetes, Hepatitis, Seizures, Sexually Transmitted Diseases (STD), HIV, and Thyroid. ACH makes our best effort that the clinics can be audited against ACA and NCCHC standards.

ACH provides education about chronic diseases to our chronically ill inmates. Chronic disease-specific information will be printed to give to the inmate to help with their knowledge of the chronic disease. This allows the inmate to provide informed healthcare decisions for him or herself.

Health Education

In-service training for all Virginia Beach Correctional 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.

Consultation Service

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.

2. Provide a facility Standard Operating Procedures (S.O.P.) manual of the health care program consisting of written guidelines referencing Health Data appraisal and collection, emergency and non-emergency services, dental screenings, hygiene, convalescent care and treatment, first aid, C.P.R., contagious disease (e.g., AIDS, hepatitis, etc.), chronic care, medical/mental health/dental screening and referral, care of the mentally ill, pharmacy distribution, control and maintenance, psycho tropic drug usage, detoxification (alcohol, drugs), an inmate health care request process, sick call process, substance abuse, medical observation/preventative health measures, hospital admissions, and special diets. These are only examples of the areas that are to be addressed by the Contractor in the S.O.P. health program services manual. The procedures must comply with National Commission on Correctional Health Care (NCCHC), the Virginia Department of Corrections standards for local correctional facilities and Sheriff's Office Policy and Procedure.

ACH agrees to provide the services requested in this section of the Request for Proposal

3. Provide on a daily basis for all shifts an adequate administrative, supervisory, and healthcare professional staff for the delivery of health care services at the Correctional Facilities. Said staff shall meet all licensing requirements for the state of Virginia. Medical staff shall not perform outside their level of certification and/or licensing.

ACH agrees to provide the services requested in this section of the Request for Proposal. Please see our staffing pattern on pages 94 to 97 of our response. All staff will be licensed to perform their duties in the Commonwealth of Virginia. ACH staff will also only perform within their level of certification and/or licensure.

4. Provide regular scheduled physician, psychiatrist, dentist, and pharmaceutical services on-site for adequate periods of time to provide consistent and efficient care. Provide physician, psychiatrist, and dentist on call.

ACH agrees to provide the services requested in this section of the Request for Proposal. Please see our staffing pattern on pages 94 to 97 of our response. Our practitioners are on call 24/7 including holidays via the phone

5. Conduct weekly, monthly, quarterly, and ad hoc meetings with Sheriff's staff addressing co-operational efforts relating to the inmate population's welfare.

ACH agrees to provide the services requested in this section of the Request for Proposal.

6. Ensure the appropriate "intake medical and mental health screenings" are completed on all inmates immediately upon their arriving at the Correctional Facilities and entering into the custody of the Sheriff. This will require 24 hour a day assignment of Qualified Professional(s) (minimum RN) to the intake area for ready medical and mental health screenings of newly admitted inmates; as well as the care of those being housed in the intake area and adjacent temporary housing. Requires minimum of one year of triage

experience in an ER or Public Healthcare Clinic or equivalent. This position shall be in addition to the medical staffing for the correctional center itself.

ACH agrees to provide the services requested in this section of the Request for Proposal. If Virginia Beach agrees to health care staffing 24/7, including a Nurse to staff the intake area 24/7, ACH will agree to provide a medical screening, to include the areas discussed in the aforementioned section, of all inmates within the NCCHC timelines after admission into the Virginia Beach Correctional Facility, unless something happens beyond the control of the facility or the medical teams control, as required in the proposal. ACH will make the appropriate referrals for inmate's based on medically indicated factors that are based on the receiving screening and assessments. ACH will refer inmates that indicate prescription drug utilization within 24 hours for their initial health appraisal. ACH practitioners are on call 24 hours a day, 7 days a week including holidays. We do not use nurses to provide this service but practitioners that have a better understanding of the unique circumstances that jails face on a day-to-day basis.

ACH's mental health screening will be completed at the time of intake. If the Qualified Health Care Professional (QHCP) determines that additional mental health services are required a follow up evaluation will be scheduled within the clinically indicated time frame. This evaluation will be completed by a Qualified Mental Health Professional (QMHP). 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 the QMHP and alert the Virginia Beach Correctional Facility's Administration.

7. Perform a "health appraisal" and Tuberculosis Screening on all inmates arriving at the Correctional Facilities and entering into the custody of the Sheriff. Said appraisals/screenings shall be performed in accordance with DOC and NCCHC Standards. Health appraisal shall be performed by Registered Nurse or above.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH will provide for a medical appraisal within the required guidelines of the National Commission on Correction Health Care (currently 14 days) after admission to the Virginia Beach Correctional Facility by a Registered Nurse or higher licensure that will be in accordance with the standards listed in this section. Any abnormal results from the evaluation will be forwarded to a prescriber for review. If the prescriber deems it necessary for additional care, a health plan will be put in place for the inmate.

ACH will complete a symptom screening and administer a tuberculin skin test (TST) during the intake screening with a follow-up appointment set at the time of the tuberculin skin test. The TST is logged in the medical record and an appointment is planned to determine the findings. A list of inmates requiring a TST read will be created daily and notifications will be sent to the nursing team of any missing documentation of findings-this confirms that all detainees receive their follow-up within the required period of time. Our healthcare team validates that an

inmate is either medically cleared before they are sent to general population or referred to the appropriate healthcare services.

ACH will identify any active inmate that does not have a TB read recorded in their EMR and generate a report for our healthcare team to provide follow-up services. This ensure that all active inmates have a completed TB testing process. Inmates with a positive TST will have appropriate steps taken such as a chest x-ray within eight (8) hours, isolation and/or treatment as medically indicated.

8. Provide and maintain all medical supplies and equipment.

ACH agrees to provide the services requested in this section of the Request for Proposal.

9. Provide a Detoxification Program – alcohol and drugs (chemically dependent) such as: alcohol, heroin, cocaine, barbiturates and amphetamines, methadone.

ACH agrees to provide the services requested in this section of the Request for Proposal. ACH agrees to provide a detoxification program that will be an in-house program for those detainees addicted to opiates, benzodiazepines, barbiturates, alcohol, and other drugs. Protocols for the detoxification program will be established by ACH. These protocols will be used to evaluate those in need of education and counseling related to their addiction.

In fact, ACH was instrumental in the Monroe County Sheriff’s Office in Michigan being the first Medicated Assisted Therapy (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.⁴

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 the 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.”

⁴ <https://www.monroenews.com/story/news/drugs/opioid-crisis/2021/04/22/county-jail-medication-drug-treatment-effort-certified/7312065002/>

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.⁵

10. Oversee a pharmaceutical program which provides and distributes all medication (prescription and non-prescription) and maintains security, quality and quantity control, storage, and destruction of medication. Contractor will establish and maintain a system of positive control and accounting for all medications. This includes taking possession and storing medications brought in with all admits. Narcotic or other controlled substance type medications and sharps will be inventoried and accounted for at each shift change. The Duty Watch Commander will be notified immediately of discrepancies. The HSA shall ensure proper compliance and recording of the inventories.

ACH agrees to provide the services 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.

⁵ <https://www.monroenews.com/story/news/2021/09/17/monroe-county-jail-awarded-gold-standard-medical-care/8339564002/>

ACH does not use a formulary. However, if an expensive prescription is required, we will contact Virginia Beach Correctional Facility 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.

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

11. Contractor will secure agreement with pharmaceutical provider or local pharmacy to ensure delivery of medicine (prescription and non-prescription) in expedient manner. Reliance on mail order medications for new medication orders, or refills of exhausted medications is not adequate.

ACH agrees to provide the services 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.

12. Provide for the psychiatric and psychological services to include treatment of the following, but not limited to, the mentally ill, intellectually deficient, emotionally disturbed, and deficient inmates, brain injuries and PTSD.

If Qualified Mental Health Professional staffing is not on site/duty, one shall communicate with the medical contractor's duty RN at least once per twelve-hour period to inquire about needs regarding mental health issues, and one will be on call at all times. A medical RN on duty who is also certified as a Qualified Mental Health Professional may meet these criteria.

Contractor shall assist the Sheriff's staff, Commonwealth Attorney's office, the judiciary, local hospitals, local mental facilities, Virginia Beach Department of Human Service, magistrates, and Virginia Department of Corrections in having certain identified inmates who are in the above categories removed from the facility and placed into a hospital/clinical treatment environment.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH will provide mental health services as required by the RFP guidelines. The proposed medical staffing includes "head to toe" care, including the management of psychiatric needs. Our providers receive training and have access to leadership consultation that supports their ability to care for illness of any organ system, including the brain. The medical provider 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.

Our comprehensive mental health services will be modified as necessary to meet applicable Virginia Beach Correctional Facility's policies and procedures. ACH will provide qualified mental health services. ACH's mental health screening will be completed at the time of intake. If the Qualified Health Care Professional (QHCP) determines outside of normal business hours that additional mental health services are required a follow up evaluation will be scheduled within the clinically indicated time frame. This evaluation will be completed by a Qualified Mental Health Professional (QMHP). If the mental health screening indicates a detainee needs to be placed on suicide watch or other urgent mental health issues, the QHCP will contact a QMHP via phone and alert the appropriate Virginia Beach Correctional Facility Administration staff member.

ACH's Mental Health Program is designed to conduct effective and efficient screening, identify mental health issues, and provide comprehensive mental health services to detainees throughout their time at the Virginia Beach Correctional Facility. 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

Prison Rape Elimination Act Services (PREA)

Forensic Evaluation (non-clinical programs)

Suicide Preventative Architecture Consultation and Referral Services

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

TRAINING

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

ADVANCED
Correctional Healthcare, Inc.

www.advancedch.com (309) 692-8100

13. Provide a strict policy on approved medically ordered diets, clothing, and medical supplies. Contractor shall pay any additional cost above the standard cost of meals to provide medically ordered diets meals.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH's prescriber will independently decide if, and when, a medical diet, clothing, and medical supplies needs to be prescribed. It is then up to the Virginia Beach Correctional Facility to provide the appropriate diet/item for the inmate.

14. Guarantee NCCHC accreditation within 1 year of the contract, and Virginia Department of Corrections certification within 6 months of the execution of the contract.

ACH takes minor exception to this section of the Request for Proposal. There are things that can happen that could prevent the NCCHC, and Virginia Department of Corrections accreditation that are out of the control of both the provider and the city. 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 city 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 correction 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), Corporate Medical Director (Dr. Bresnahan), President of Mental 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 cities makes ACH properly qualified to understand the nuances and meet the needs of the Virginia Beach Correctional Facility.

15. Assist as needed to aid the Sheriff in addressing authorities or legal counsel concerning health care issues when necessary.

ACH agrees to provide the services as requested in this section of the Request for Proposal.



16. Assist as needed in the compilation of statistical data required by the locality, state, and federal governments.

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

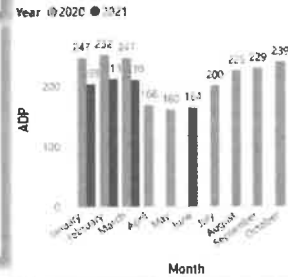
Please see the attached sample CQI Reports.

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	5	0	0								5
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

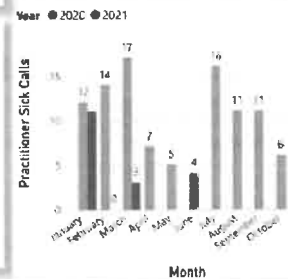
02-22-2021 - high pop in middle of night
02-26-2021 - SOB. Came in on O2
03-17-2021 - Body aches, sick. 03-16-2021 Inhaler Use. 03-08-2021 - 1 used inhaler during night shift. 03-02-2021- seizure

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



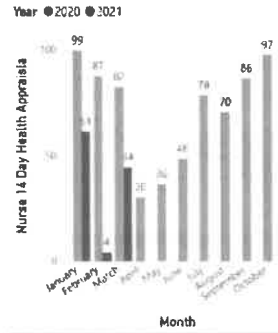
ACH Activity Comments

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	93	20	44	32	4	19	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

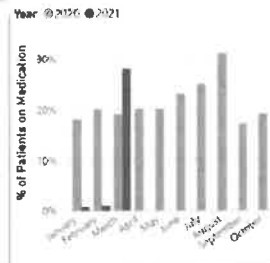
Mental Health Comments

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%	26%								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



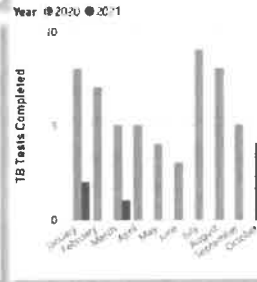
Medication Comments

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	0	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 w/s Mobelex & 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 - Mobelex - ankle x-ray

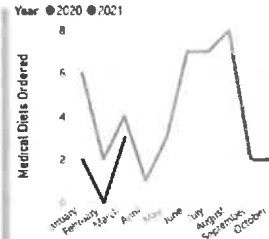
Laboratory Comments

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

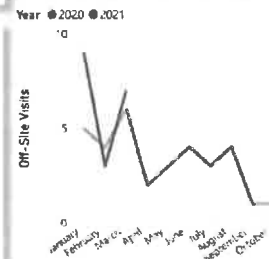
Respiratory Therapy Comments

County Sheriff's Department

Transfers to ER/Hospitalizations

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Transfers to ER 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 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

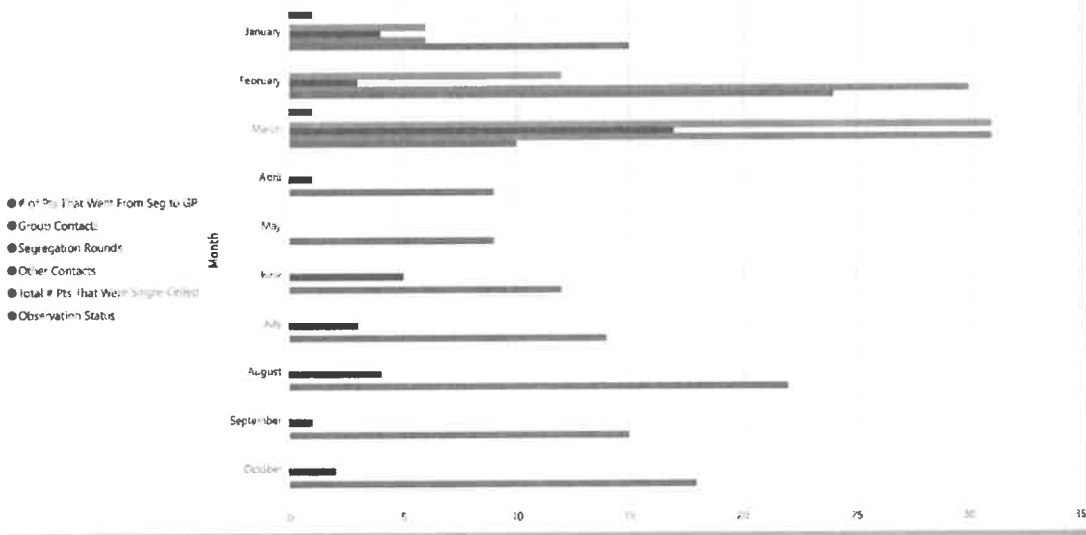
County Sheriff's Department

Year	January	February	March	April	May	June	July	August	September	October	Total
2021											
Asthma	5	3	7								15
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	11								36
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	5	10	14	13	12	12	15	0	12	107
HIV	0	0	0	1	0	0	1	4	0	0	6
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

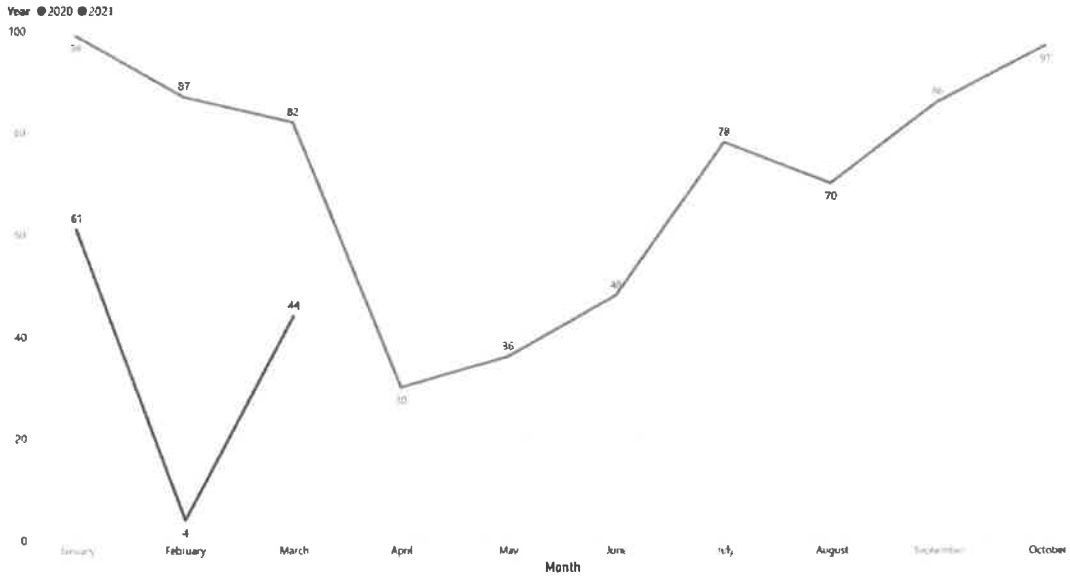
Off-Site Referrals To Specialist Comments

01-28-2021- U/S bladder HRH- 01-29-2021 - ortho appointment & NBSP. 01-22-2021- F/U w/doctor for track fitting & NBSP. apt w/ internal medicine for eval. 01-21-202 - 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 ear

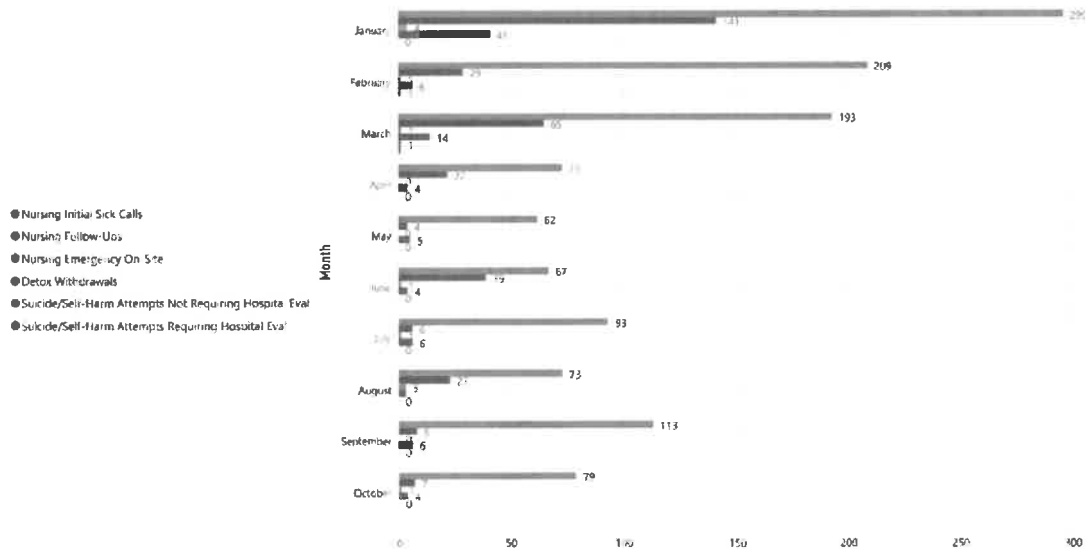
Type of Behavioral Encounters



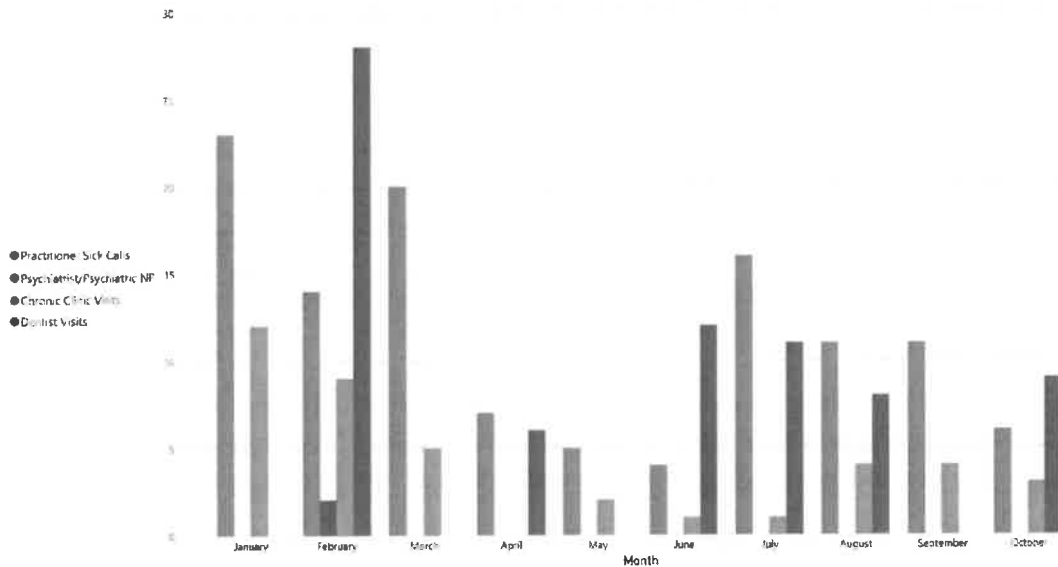
Nurse 14 Day Health Appraisal by Month and Year



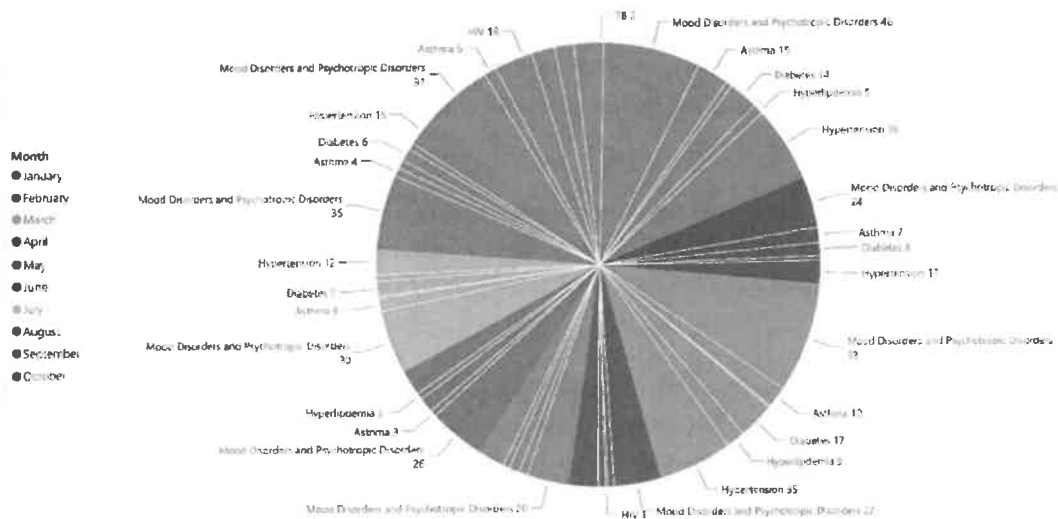
Nursing Evaluations



HealthCare Activity



Chronic Care Conditions



17. Consult with Sheriff's staff with regard to environmental health aspects of the Correctional Facilities such as sanitation, lighting, ventilation, housing, fire, and life safety issues.

ACH agrees to provide the services as requested in this section of the Request for Proposal

18. Provide health care and pharmaceutical services that meet all state and federal standards, Virginia Department of Corrections and NCCHC. These health care services will be provided at a level of care at or above community standards.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH provides all primary care services to comply with, at a minimum, federal, state, and local laws, and regulations, NCCHC standards, and evidence-based medical standards of practice.

19. Provide services in accordance with jail operations and security procedures established by the Sheriff and the DOC.

ACH agrees to this section of the Request for Proposal. ACH staff will follow all security regulations and procedures as outlined by the Virginia Beach Sheriff's Office. ACH employees understand that any violations may result in suspension and/or termination of employment by ACH.

20. Communicate with the Sheriff or his designee on health care, security issues, and investigations as necessary.

ACH agrees to 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.

21. Provide a policy to allow inmates to make appropriate outside arrangements for health care with their private provider at the expense (including Sheriff's Office resources) of the requesting inmate. This should include follow-up and evaluation by the appropriate Contractor Healthcare Professional on any suggested treatment or medication.

ACH will allow inmates to make appropriate outside arrangements for health care with their private provider at the expense of the requesting inmate. ACH will provide for follow-up and evaluation by the ACH Healthcare Professional on any suggested treatment or medication.

22. Provide physical examinations for food handlers and other inmate workers as required.

ACH agrees to provide the services as requested in this section of the Request for Proposal.

23. Provide eye and dental care when necessary for the health and well-being of an inmate. These medical services will be provided at a level of care at or above community standards.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH provides all eye and dental care services to comply with, at a minimum, federal, state, and local laws, and regulations, NCCHC standards, and evidence-based medical standards of practice.



24. Provide proper disposal, at Contractors' expense of all medical and/or biohazard waste in accordance with all state and federal regulations.

ACH agrees to provide the services as 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.

25. Draw DNA and suspect blood as directed by the Courts, Magistrates, or other authority with legal jurisdiction to order such tests. Allocation and times as specified by Sheriff.

ACH agrees to provide the services as requested in this section of the Request for Proposal.

26. Provide cost estimate to establish HIV & HBV testing and counseling of source individuals on a 24-hour, 7-day basis.

ACH will help to establish HIV & HBV testing and counseling of individuals on a 24-hour, 7-day basis. ACH will provide the services, but Virginia Beach agrees to pay for the testing and medically necessary supplies. Inmates with HIV & HBV are served through our chronic care clinic, which offer a vast and well managed method for detecting, following, observing, and delivering the proper care on time. ACH's chronic care clinic utilize recognized procedures for the care of the chronically ill, such as those with HIV & HBV, with the objective of reducing the frequency and seriousness of symptoms, including stopping disease advancement and enhancing health care results.

ACH will observe an inmate identified with HIV & HBV, allowing our healthcare team to follow, examine, and deliver care. Initial chronic care visits are completed and documented in EMR. Medically appropriate diagnostics are ordered and completed, and follow-up visits are scheduled and completed all within our chronic care clinic. In this way, any outliers or exceptions are easily identified and reported to our healthcare team for immediate attention. ACH has also developed inmate education handouts that address HIV and HBV for use at the Virginia Beach Correctional Facility.

Inmates who have HIV and HBV testing done for any purpose must be notified of the results without unnecessary delay. If the test results are positive, the healthcare team will inform the inmate of this results.

Every inmate who tests positive for HIV and HBV will get counseling at the moment the results are given. The inmate will then be referred to the prescriber for medical review within one week of being informed of the positive HIV and HBV test results.

These medical test results will be confidential with the exception of those who have a need to know. No person who knows of the positive test results may disclose the test findings to another person not authorized to receive such information.

Inmates, who, in the judgment of the attending prescriber, need an HIV or HBV test for diagnostic reasons, must be pre-counseled by the prescriber or designee who will note the counseling, acquire written consent, and witness the inmate's signature on the consent form.

27. Contractor shall maintain medical records utilizing an EMR on the premises. Recording of treatments, consults, medications given etc. will be entered into the system electronically and in real time.

ACH agrees to provide the services as listed in this section of the Request for Proposal. ACH prefers to use DetainEMR. Please see a description of the DetainEMR on page 114 of our response.

28. Contractor shall not be credited for FTE hours when utilizing volunteers, interns, or intern students.

ACH agrees to this section of the Request for Proposal.

29. Contractor shall provide sick call for Deputies and Sheriff's Office staff (triage only).

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH will provide medical care and officer wellness programs for the staff members at the facility free of charge.

30. Provide necessary resources to ensure inmates and/or VBCC are registered for and receive all available private and/or government insurance/aid for inmate health care.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH has extensive knowledge of providing these services in the more than 300 facilities we currently operate in.

31. Comply with and ensure all Contractor members are educated about and comply with the Prison Rape Elimination Act (PREA) Law. Ensure inmate intake screenings meet PREA required standards.

ACH agrees to provide the services as requested in this section of the Request for Proposal. Our staff will undergo 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 facility operations and security consciousness practices in a Correctional Facility, including the Prison Rape Elimination Act (PREA).

32. Establish a pharmaceutical program which provides and distributes all medication (prescription and non-prescription) and maintains security, quality and quantity control, storage, and destruction of medication.

ACH agrees to provide the services as 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 City 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.

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

33. Provide services in accordance with jail operations and security procedures established by the Sheriff and the DOC.

ACH agrees to this section of the Request for Proposal. ACH staff will follow all security regulations and procedures as outlined by the Virginia Beach Sheriff's Office. ACH employees understand that any violations may result in suspension and/or termination of employment by ACH.

34. Participate in meetings and share information with Sheriff's Office staff and DHS staff in cooperation with Behavioral Health Jail and Re-entry Services.

ACH agrees to provide the services as requested in this section of the Request for Proposal. ACH believes it is the best interest in all of those involved in the inmate's overall health to participate in these meetings to share such information. ACH will collaborate and coordinate with the Virginia Beach Sheriff's Office and DHS staff in cooperation with Behavioral Health Jail and Re-entry services.

35. Provide a therapeutic treatment program for inmates assigned to Mental Health housing, to include holding group and individual treatment.

ACH agrees to provide the services as requested in this section of the Request for Proposal. The proposed medical staffing includes "head to toe" care, including the management of psychiatric needs. Our providers receive training and have access to leadership consultation that supports their ability to care for illness of any organ system, including the brain. The medical provider 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.

Our comprehensive mental health services will be modified as necessary to meet applicable Virginia Beach Correctional Facility's policies and procedures. ACH will provide qualified mental health services. ACH's mental health screening will be completed at the time of intake. If the



Qualified Health Care Professional (QHCP) determines outside of normal business hours that additional mental health services are required a follow up evaluation will be scheduled within the clinically indicated time frame. This evaluation will be completed by a Qualified Mental Health Professional (QMHP). If the mental health screening indicates a detainee needs to be placed on suicide watch or other urgent mental health issues, the QHCP will contact a QMHP via phone and alert the appropriate Virginia Beach Correctional Facility Administration staff member.

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 Virginia Beach Correctional Facility. 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

Prison Rape Elimination Act Services (PREA)

Forensic Evaluation (non-clinical programs)

Suicide Preventative Architecture Consultation and Referral Services

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

TRAINING

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

ADVANCED
Correctional Healthcare, Inc.

www.advancedch.com (309) 692-8100

36. Provide pandemic response as necessary, such as COVID-19 testing and vaccination.

ACH is here to lend a helping hand during these difficult times. ACH provides a specific COVID-19 website (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 Virginia Beach with any future medical pandemic by explaining the best practices for that pandemic for the city employees and those entrusted in their care. This program, as referenced on page 10, 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. To clarify also, ACH will not be financially responsible for the cost associated with testing or providing the vaccine for this or any future pandemic. That will be the responsibility of Virginia Beach.

RESUMES OF THOSE ASSIGNED TO VIRGINIA BEACH CORRECTIONAL FACILITY IF AWARDED CONTRACT

ACH has included the resumes of two of our subject matter experts that will also help get the facility up and running. The resumes of both Dr. Jillian Bresnahan and Dr. Melissa Caldwell are attached for your review. Until awarded the contract, ACH will not know the personnel that will be performing the work on-site.



Jillian Bresnahan

2808 Weeks Ave., Superior, WI 54880 | 218-780-5030 | jillian.bresnahan@advancedch.com

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 speciality. 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

LAWSUIT INFORMATION

Due the risk of this information becoming public knowledge, Advanced Correctional Healthcare, Inc. (ACH) will provide the requested information if Virginia Beach agrees to sign a Nondisclosure Agreement. Please contact ACH President and Chief Executive Officer Jessica Young (309) 550-8166 via Cell Phone and she will provide the information as requested. Thank you for the understanding.



REFERENCES

Our biggest supporter in our reference section would be either Captain Jason Gould in Genesee County (Flint, Michigan), or Jackson County (Kansas City), Missouri Director Diana Turner. ACH was recently awarded the contract with Genesee County, Michigan. Sheriff Christopher Swanson of Genesee County, even said, “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!” Director Turner has had nothing but great reviews for our ACH Health Service Unit and the work that they have done at her facility in Jackson County, Missouri (See the attached letter from Director Turner immediately following the references).

Facility	State	Phone / Email	Contact	Start Year	ADP
Christian County Jail Provide Health Care Services to the inmates.	KY	270-887-4152	Jailer Brad Boyd	2012	640
Genesee County Jail Provide Health Care Services to the inmates.	MI	(810) 257-3426 jgould@co.genesee .mi.us	Captain Jason Gould	2021	650
Hamilton County Jail Provide Health Care Services to the inmates.	IN	317-773-1872 / Joshua.carey@ham iltoncounty.in.gov	Jail Commander Josh Carey	2015	470
Jackson County Detention Center (Mental Health awarded in 2020) Provide Health Care Services to the inmates.	MO	816-881-4280 / corrections@jackso ngo.org	Director Diana Turner	2018	930
Monroe County Jail Provide Health Care Services to the inmates.	MI	734-240-8008 / Julie.messengill@ monroemi.gov	Jail Administrator Julie Massengill	2006	330
St. Charles County Department of Corrections Provide Health Care Services to the inmates.	MO	636-949-3003 / dkeen@sccmo.org	Director Daniel Keen	2019	430

“I believe the positive impact your team [ACH] has had on inmate well-being and officer safety has been incalculable.”
Missouri Client, 2021



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



Michael J. Murphy
Sheriff

Jeffrey A. Warder
Undersheriff

LIVINGSTON COUNTY



OFFICE OF THE SHERIFF

150 S. HIGHLANDER WAY • HOWELL, MICHIGAN 48843
TELEPHONE (517) 546-2440 • FAX (517) 552-2542

November 11, 2020

To Whom It May Concern:

Re: Advanced Correctional Health Care


Please allow this correspondence to serve as a recommendation for Advanced Correctional Health Care (ACH).

ACH has been providing health care to our inmates since April of 2017. In my 30 years with the Livingston County Sheriff's Office, we have had no less than 5 different vendors whom have provided medical services to the inmates. With the previous vendors, things started out good, then went to ok, then crashed and burned. With ACH, things started out very good, and their service has not waivered. It has been very good for the entire almost 4 years now.

As with any vendor there have been a couple little wrinkles here and there, but they have been over the top responsive when an issue arises, and by being so, there is little to no disruption, which is huge for a correctional institution. For the last nine months plus, ACH and their staff has been nothing short of outstanding. They have seamlessly worked with my staff, the inmates and the local health department, developing practices, and protocols to mitigate Covid in the Livingston County Jail.

I could not be happier with ACH, the service they provide and the ease with which we work together. If you are thinking of a new vendor, I would encourage you to take a good hard look at ACH. I would also encourage you to reach out to my jail administrator, Lt. Pringle at 517-540-7626 or tpringle@livgov.com Of course I would be happy to speak with you as well, but I do not have the daily interaction as my staff does.

Respectfully,


Michael J Murphy - Sheriff



"Serving with Honor & Integrity"

ALLEGAN COUNTY SHERIFF'S OFFICE

640 RIVER STREET • ALLEGAN, MICHIGAN 49010-9501
www.allegancounty.org / sheriff

Main Number269.673.0500
Administration269.673.0510 Jail Administration269.673.0530
Fax269.673.0406 Fax269.673.0273

May 15, 2020

To whom it may concern;

Several months ago, Allegan County was experiencing some issues with our current medical vendor and began exploring our options for a new vendor. After working through the RFP process, we selected Advanced Correctional Healthcare (ACH) to partner with us to provide healthcare to our inmate population.

Due to some unexpected turn of events, ACH agreed to come into our facility much earlier than expected to begin providing services. They did this without hesitation and with complete professionalism during challenging times with the previous vendor by their side.

Although this partnership came much quicker than expected, and during unprecedented times with COVID-19, it has been more than refreshing. ACH has worked diligently with our staff to create and implement processes, policies, and procedures, that work for our facility. Their line of communication from the top employee to the new hired nurse has been exceptional to us when we have had questions or concerns.

We are very pleased with the displayed professionalism and service's that have been provided by ACH and look forward to continuing this partnership for many years to come.

Sincerely,

Lt. Charity Cummins

Frank Baker
Sheriff

The mission of the Allegan County Sheriff's Office is to provide a full spectrum of Corrections, Law Enforcement, Emergency Preparedness and Court Services contributing to our community's growth and progression as a safe and secure place to live, work and visit.

Michael Larsen
Undersheriff



MIDLAND COUNTY
SHERIFF

SHERIFF SCOTT STEPHENSON

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



INSURANCE AND INDEMNIFICATION

ACH would like to make some minor clarification language to the insurance and indemnification section of the Request for Proposal. All of the corrections will be in RED FONT. At the end of the section will be a sample Certificate of Insurance that ACH will obtain if awarded the contract with Virginia Beach.

Insurance.

- a. Certificates of insurance written by a company or companies acceptable to the Sheriff of Virginia Beach shall be submitted to the Contract Administrator prior to beginning work under the contract and no later than ten (10) days after award of the contract. Certificates of insurance shall list the Sheriff of Virginia Beach as the Certificate Holder. Insurance shall be maintained during the entire term of the Agreement, shall include Contractual Liability and Products and Completed Operations Coverage and shall be of the following forms and limits:
 1. Workers Compensation in accordance with Virginia statutes.
 2. Commercial General Liability Other Than Medical Malpractice; \$1,000,000 Combined Single Limit.
- b. The Contractor shall also maintain professional liability insurance covering Contractor, all of its employees, officers, and agents with limits not less than \$1 million per occurrence and \$3 million in the aggregate annually. Such coverage shall also extend to physicians, dentists, psychiatrists and nurses and all other staff engaged by Contractor or ~~an independent Contractor~~ or employee basis for the provision of health care services hereunder. Contractor shall notify Sheriff in writing of changes in levels of professional liability according to this Agreement.
- c. The establishment of minimum limits of insurance by Sheriff does not reduce or limit the liability or responsibilities of Contractor.

Indemnity.

Offeror shall assume the entire responsibility and liability for any and all damages to persons or property caused **SOLELY** by or resulting from or arising out of any act or omission on the part of Offeror, its subcontractors, agents, or employees under or in connection with this contract or the performance or failure to perform any work required by this contract. Offeror shall save harmless and indemnify City and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity **SOLELY** as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of the work by Offeror or those for whom Offeror is legally liable. Upon written demand by the City, Offeror shall assume and defend at Offeror's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees, or officials.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/8/2021

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 E-MAIL ADDRESS:	FAX (A/C, No): 713-343-5025
	INSURER(S) AFFORDING COVERAGE	
INSURED ADVANCED CORRECTIONAL HEALTHCARE, INC 720 COOL SPRINGS BLVD, SUITE 100 FRANKLIN, TN 37067	INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY	
	INSURER B: EVEREST DENALI INSURANCE COMPANY	
	INSURER C: SELECTIVE INS CO OF SOUTH CAROLINA	
	INSURER D:	
	INSURER E:	

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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC			S241296402	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCC/PT/OCCL) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS – COMP/OP 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 checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S241296402	08/01/2021	08/01/2022	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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS MADE DED RETENTION \$/L			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 NH) If yes, describe under V/N DESCRIPTION OF OPERATIONS below	N/A		8600001093-211	08/01/2021	08/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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)
 LIMITS INCLUDE ALL SELF-INSURED RETENTION AMOUNTS
 RFP # COVB-22-100428 CORRECTION FACILITY MEDICAL SERVICES CITY OF VIRGINIA BEACH IS INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY IF REQUIRED BY WRITTEN CONTRACT. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURED WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. COVERAGE APPLIES TO ACH OPERATIONS IN CORRECTIONAL FACILITIES ONLY
 DRAFT - COVERAGE EFFECTIVE UPON AWARD OF CONTRACT

CERTIFICATE HOLDER CITY OF VIRGINIA BEACH PURCHASING DIVISION 2388 LIBERTY WAY VIRGINIA BEACH, VA 23456	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
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EXCEPTIONS

Other than the exceptions listed in previous sections, ACH would take the following exceptions to items listed in the Request for Proposal:

ACH believes that the city should be responsible for all internet, and phone systems. We have in our experience of almost 20 years have seen other providers make it very expensive to replace these systems. One previous vendor, after receiving notification that they had lost the bid, removed all wiring running to the systems from the network room to all of the drops for phones and hardwire internet drops. With Virginia Beach controlling these systems, contractors are less likely to try to remove any such wiring, plates, etc.

STAFFING PLAN

At the end of this section, you will see our staffing plan.

ACH responded to the RFP with proposed staffing request as indicated in the scope of services requirements.

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 Virginia Beach with consultation with ACH.

If Virginia Beach 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 Virginia Beach of dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to Virginia Beach, ACH will remove the individual about whom the city 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 city, immediate removal of any health care personnel is necessary, those personnel shall be removed and replaced forthwith.

As specifically instructed in the RFP, the ACH staffing matrix program was staffed using the average daily population of 1,200 inmates at the Virginia Beach Correctional Facility. If an alternative staffing plan for a different ADP is requested after review, ACH is happy to provide additional staffing plan to match the facility's current ADP.

VIRGINIA BEACH CORRECTIONAL FACILITY STAFFING PLAN:

Position Type	Position	Shift or Hours	Week 1 Hours							Total Week 1	Week 2 Hours							Total Week 2	Pay Period	Annual	FTE
			S	M	T	W	T	F	S		S	M	T	W	T	F	S				
Physician	Physician	On-Site 40 hours per week until task is complete. Scheduled determined by mutual agreement between ACH and City.								40								40	80	2,080	1.0
Nurse Practitioner	Nurse Practitioner	On-Site 40 hours per week until task is complete. Scheduled determined by mutual agreement between ACH and City.								40								40	80	2,080	1.0
H.S.A.	H.S.A.	7:00 AM-3:30 PM		8	8	8	8	8		40		8	8	8	8	8		40	80	2,080	1.0
D.O.N.	D.O.N.	7:00 AM-3:30 PM		8	8	8	8	8		40		8	8	8	8	8		40	80	2,080	1.0
RN INTAKE	RN	7:00 AM - 7:30 PM		12	12				12	36	12	12			12		36	72	1,872	0.9	
RN INTAKE	RN	7:00 AM - 7:30 PM	12			12	12			36			12	12		12	36	72	1,872	0.9	
RN INTAKE PT	RN	7:00 AM - 7:30 PM						12		12					12		12	24	624	0.3	
RN INTAKE	RN	7:00 PM - 7:30 PM		12	12				12	36	12	12			12		36	72	1,872	0.9	
RN INTAKE	RN	7:00 PM - 7:30 PM	12			12	12			36			12	12		12	36	72	1,872	0.9	
RN INTAKE PT	RN	7:00 PM - 7:30 PM						12		12					12		12	24	624	0.3	
RN CHARGE	RN	7:00 AM - 7:30 PM		12	12				12	36	12	12			12		36	72	1,872	0.9	
RN CHARGE	RN	7:00 AM - 7:30 PM	12			12	12			36			12	12		12	36	72	1,872	0.9	
RN CHARGE PT	RN	7:00 AM - 7:30 PM						12		12					12		12	24	624	0.3	
RN CHARGE	RN	7:00 PM - 7:30 PM		12	12				12	36	12	12			12		36	72	1,872	0.9	
RN CHARGE	RN	7:00 PM - 7:30 PM	12			12	12			36			12	12		12	36	72	1,872	0.9	
RN CHARGE PT	RN	7:00 PM - 7:30 PM						12		12					12		12	24	624	0.3	
LPN PHARMACY	LPN	7:00 AM - 7:30 PM	12			12	12			36		12	12			12	36	72	1,872	0.9	
LPN PHARMACY	LPN	7:00 AM - 7:30 PM		12	12				12	36	12			12	12		36	72	1,872	0.9	
LPN PHARMACY PT	LPN PT	7:00 AM - 7:30 PM						12		12			12				12	24	624	0.3	
LPN PHARMACY	LPN	7:00 AM - 7:30 PM	12			12	12			36		12	12			12	36	72	1,872	0.9	
LPN PHARMACY	LPN	7:00 AM - 7:30 PM		12	12				12	36	12			12	12		36	72	1,872	0.9	
LPN PHARMACY PT	LPN PT	7:00 AM - 7:30 PM						12		12			12				12	24	624	0.3	
LPN PHARMACY	LPN	7:00 AM - 7:30 PM	12			12	12			36		12	12			12	36	72	1,872	0.9	
LPN PHARMACY	LPN	7:00 AM - 7:30 PM		12	12				12	36	12			12	12		36	72	1,872	0.9	
LPN PHARMACY	LPN	7:00 AM - 7:30 PM						12		12					12		12	24	624	0.3	
LPN PHARMACY	LPN	7:00 AM - 7:30 PM	12			12	12			36		12	12			12	36	72	1,872	0.9	
LPN PHARMACY	LPN	7:00 AM - 7:30 PM		12	12				12	36	12			12	12		36	72	1,872	0.9	



LPN PHARMACY PT	LPN PT	7:30 PM - 7:00 AM - 7:30 PM							12	12						12	72	624	0.3	
LPN PHARMACY	LPN	7:00 AM - 7:30 PM	12			12	12			36		12	12			12	36	72	1,872	0.9
LPN PHARMACY	LPN	7:00 AM - 7:30 PM		12	12				12	36	12				12	12	36	72	1,872	0.9
LPN PHARMACY PT	LPN PT	7:00 AM - 7:30 PM							12	12						12	24	624	0.3	
LPN PHARMACY	LPN	7:00 PM-7:30 AM	12			12	12			36		12	12			12	36	72	1,872	0.9
LPN PHARMACY	LPN	7:00 PM-7:30 AM		12	12				12	36	12				12	12	36	72	1,872	0.9
LPN PHARMACY PT	LPN PT	7:00 PM-7:30 AM							12	12						12	24	624	0.3	
LPN PHARMACY	LPN	7:00 PM-7:30 AM	12			12	12			36		12	12			12	36	72	1,872	0.9
LPN PHARMACY	LPN	7:00 PM-7:30 AM		12	12				12	36	12				12	12	36	72	1,872	0.9
LPN PHARMACY PT	LPN PT	7:00 PM-7:30 AM							12	12						12	24	624	0.3	
Medical Records	Medical Records Clerk	8:00 AM-4:30PM		8	8	8	8	8		40		8	8	8	8	8	40	80	2,080	1.0
Medical Records	Medical Records Clerk	8:00 AM - 4:30 PM		8	8	8	8	8		40		8	8	8	8	8	40	80	2,080	1.0
DENTAL	DENTIST	On-Site 32 hours per week until task is complete. Scheduled determined by mutual agreement between ACH and City								32							32	64	1,664	0.8
DENTAL	DENTAL HYGIENIST	On-Site 32 hours per week until task is complete. Scheduled determined by mutual agreement between ACH and City								32							32	64	1,664	0.8
MENTAL HEALTH	PSYCHIATRIST	12 hours per week. Scheduled determined by mutual agreement between ACH and City								12							12	24	624	0.3
MENTAL HEALTH	PSYCHIATRIC NURSE PRACTITIONER	40 hours per week. Scheduled determined by mutual agreement between ACH and City								40							40	80	2,080	1.0
MENTAL HEALTH	QMHP	200 Hours per week. Scheduled determined by mutual agreement between ACH and City								200							200	400	10,400	5.0

MENTAL HEALTH	PRN for 24-hour QMHP Coverage																				
MENTAL HEALTH	DISCHARGE PLANNER	40 hours per week. Scheduled determined by mutual agreement between ACH and City						40								40	80	2,080	1.0		
OPTIONAL MENTAL HEALTH	ADDICTION PROFESSIONAL	40 hours per week. Scheduled determined by mutual agreement between ACH and City						40								40	80	2,080	1.0		
OPTIONAL MENTAL HEALTH	Co-Responder Consultation																				
Total:			132	164	164	164	164	164	132	1,560	132	164	164	164	164	164	132	1,560	3,120	81,120	59.0

PROGRAM COST

We enable cities 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 city 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 Virginia Beach Correctional Facility and utilizing all medical service areas. We help cities 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 Virginia Beach) on behalf of the city. 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 city patient at Virginia Beach Correctional Facility ADP will be 1,200 and the non-city patient ADP will be 0.

Patients who are not presently incarcerated in the facility should not be counted in the ADP reported to ACH by the city. 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.

City Patients at Virginia Beach Correctional Facility

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 city patients above or below the contracted ADP

for that quarter multiplied by the per diem rate of \$0.42 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: $10 \times \$0.42 \times 91$).

Non-City Patients at Virginia Beach Correctional Facility

To cover the cost of incidental medical expenses for non-city patients (such as disposable medical supplies and biomedical waste disposal services), a separate per diem rate of \$0.42 per patient per day will be assessed for each non-city patient housed in the facility more than the contracted non-city patient ADP.

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 city. Payment of the adjusted amount will be due upon receipt of said invoice.

PROPOSAL FORM – ADP 1,200 AT VIRGINIA BEACH CORRECTIONAL FACILITY

Cost Center	Number of Staff	Hours of Coverage	Proposed Total Annual Cost
Staff Costs			
Medical Director - Practitioner	1	On-site 40 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price
Nurse Practitioner	1	On-site 40 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price
Medical Staff			
Registered Nurse / HSA	1	40 hours/week	Inclusive in total price
Registered Nurse / DON	1	40 hours/week	Inclusive in total price
Registered Nurse / Full Time	8	288 hours/week	Inclusive in total price
Registered Nurse / Part Time	4	48 hours/week	Inclusive in total price
Licensed Practical Nurse / Full Time	14	504 hours/week	Inclusive in total price
Licensed Practical Nurse / Part Time	7	84 hours/week	Inclusive in total price
Medical Records Clerk	2	80 hours/week	Inclusive in total price
Dental Staff			
Dentist	1	On-site 32 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price
Dental Assistant	1	On-site 32 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price

Mental Health Staff			
Psychiatrist	1	On-site 12 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price
Psychiatric Nurse Practitioner	1	On-site 40 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price
Qualified Mental Health Professional	5	On-site 40 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price
Discharge Planner	1	On-site 40 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price
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 Costs			\$5,253,444.58⁶

⁶ Does not include the \$1,000,000 rolling cap that would pay for the up to \$500,000 Off-Site Hospitalization Cost, Pharmaceuticals, Medical Supplies, TB Testing, Mobile X-Rays, Office Supplies, Laboratories, and Durable Medical Equipment.

PROGRAM COST BREAKDOWN

Health Care Cost for Virginia Beach Correctional Facility – 1,200 ADP

Staffing	\$4,523,343.58	86.1%
Administrative Services (medical-malpractice insurance, civil liberties insurance, advertising/recruiting, and admin costs)	\$730,101.00	13.9%
Total	\$5,253,444.58⁷	100%
Monthly	\$437,787.05	

Value-Added Options

DetainEMR at Virginia Beach Correct Facility: Includes 55 user accounts, 2 scanners, 12 laptops, 12 signature pads, and 12 mice.	\$132,665.64 Annually for 3 Years OR \$11,055.47 Monthly for 36 Months
	OR
If Virginia Beach will pay the startup costs of \$73,659.45	\$103,856.40 Annually for 3 Years OR \$8,654.70 Monthly for 36 Months

⁷ Does not include the \$1,000,000 rolling cap that would pay for the up to \$500,000 Off-Site Hospitalization Cost, Pharmaceuticals, Medical Supplies, TB Testing, Mobile X-Rays, Office Supplies, Laboratories, and Durable Medical Equipment

VALID PROPOSAL PERIOD / CONFIDENTIALITY STATEMENT

30 September 2021

**City of Virginia Beach, Virginia
Purchasing Division
2388 Liberty Way
Virginia Beach, Virginia 23456-9013**

Dear Sir or Madam:

ACH's proposal will remain valid from the proposal submission date, October 4, 2021, for a period of 90 days (January 2, 2022).

CONFIDENTIALITY This proposal is sent exclusively to Virginia Beach at the address listed above. Recipients of this proposal are not allowed to disclose its contents, whether in whole or in part, in verbatim or summarily. Disclosure of this proposal to other persons or parties not indicated herein may subject the disclosing person to legal action by the proposal authors.

Thank you!


**Respectfully,
Jessica Young
President and Chief Executive Officer
Advanced Correctional Healthcare, Inc.
(309) 550-8166 (Cell Phone)**

REQUIRED FORMS

Signature Form

Solicitation Number: COVB-22-100428 _____

You must sign and submit this form with your response or your response will be deemed nonresponsive.

- The following section shall be signed by an agent authorized by the company. Shipping Terms: All prices quoted F.O.B Destination. Shipping charges shall be prepaid and allowed with INSIDE delivery.
- Payment Terms: Net 30
- Delivery Date or Start Date: Febraury 1, 2022
- Authorized Agent (Sign):  (Print): Jessica Young
- Email Address: Jessica.Young@Advancedch.com



**City of Virginia Beach - Purchasing Department
Small Business Subcontracting Participation Plan**

Form CVAB - E2

Project Name: Correction Facility Medical Services
 Bid Number: COVB-22-100428
 Prime Contractor: Advanced Correctional Healthcare
 Address: 720 Cool Springs Blvd, Suite 100
 City, State, Zip: Franklin, TN 37067
 Contact Telephone: (309) 692-8100
 Contact Email: Jessica.Young@Advancedch.com

Total Bid Amount
\$5,253,444.58

Total Subcontracting Amount

Total SWaM-certified Subcontracting Amount

*Percent total SWaM-certified Subcontracting

*must be equal to or greater than 50% of total subcontracting amount

Intent to utilize subcontractors YES NO (Indicate selection by circling correct option)

*****Participation Plan and/or Good Faith Efforts MUST be submitted with the bid***
 Include all subcontractors, regardless of whether they are SWaM certified**

Vendor Name	SWaM Certified (Y/N)	Certification Number	SWaM Status (M, S, or W)	Race/Ethnicity (if MBE)	Scope of Work to be Performed	Estimated Subcontract Dollar Amount	MBE Coordinator Approval (FOR OFFICE USE ONLY)	Verified	

IMPORTANT: THIS PARTICIPATION PLAN MUST BE COMPLETED AND SUBMITTED WITH YOUR SEALED BID, NO EXCEPTIONS

By signing below, you attest that the above information is true and accurate to the best of your knowledge. In addition, you certify your intent to fully engage each SWaM-certified firm listed.

Jessica Young President and CEO Advanced Correctional Healthcare Jessica Young 09/29/2021
Authorized Representative (Prime) Print Name Title Representative (Prime) Signature Date



ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF VIRGINIA BEACH HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of Bidder:	Date: September 29, 2021
Advanced Correctional Healthcare	By: <i>J Young</i>
720 Cool Springs Blvd, Suite 100	Signature In Ink
Franklin, TN 37067	Jessica Young
Telephone Number: (309)692-8100	Printed Name
Fax Phone Number: (309)214-9977	President and Chief Executive Officer
FIN/SSN#: 36-4495255	Title
	E-mail address: Jessica.Young@Advancedch.com

Is your firm a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut
 Other; Please Explain: Woman Owned

Is your firm Woman Owned? Yes No
 Is your firm a Small Business? Yes No
 Is your firm Service Disabled Veteran Owned? Yes No

City of Virginia Beach
Business Classification Form
Check all the apply

1 Is your firm a minority owned business?

- No
- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Subcontinent Asian American

2 Is you firm woman owned?

- Yes
- No

3 Is your firm a small business?

- Yes
- No

4 Is your firm service-disabled owned?

- Yes
- No



Prime Contractor Workforce Composition Form

Prime Contractor: Advanced Correctional Healthcare (Full Time ONLY)

Submittal Date: September 29, 2021

	# Employees	% Employees	% Managers	% Supervisors	% Professionals	% Non-Professionals
Woman	285	79.83%	83.09%	45.16%	83.26%	82.14%
Minority	4	1.13%	0%	3.23%	1.32%	0%
Woman Minority	22	6.16%	2.82%	16.13%	5.28%	10.72%
Other	46	12.88%	14.09%	35.48%	10.14%	7.14%
Total	357	100%	100%	100%	100%	100%

Descriptions

Manager:

Responsible for directing and controlling the work and staff of a business, or of a department within it.

Supervisor:

Oversees and guides the work or activities of a group of other employees.

Professional:

Requires extensive education in their field (undergraduate degree or higher) or a specialized certification from an accredited agency.

Non-Professional:

Not in one of the above categories.

ACKNOWLEDGEMENT OF ADDENDUM #1 for COVB-22-100428 (355 Page Document)

This addendum forms a part of the RFP Documents and modifies the original RFP.

All other RFP requirements remain the same. Please acknowledge receipt of addendum by signing in the space provided at the bottom of this letter and returning this letter with your response. If you have questions, please contact me at (757) 385-4592 or rpankey@vb.gov.

Sincerely,

Russell M. Pankey, NIGP-CPP, CPPO, CPPB
Procurement Specialist III

cc: RFP File COVB-22-100428

Acknowledge receipt:



(Offeror Signature)



City of Virginia Beach

VBgov.com

PURCHASING DIVISION
(757) 385-4438
FAX (757) 385-5601

2388 LIBERTY WAY
VIRGINIA BEACH, VA 23456

September 23, 2021

Addendum #2

TO: All Offerors

RE: RFP #COVB-22-100428 Correctional Facility Medical Services

Gentlemen/Madams:

The closing date for this RFP has been extended and supersedes any other closing date for this RFP. The new closing will be:

Monday, October 4, 2021 at 3:00 p.m. Eastern Time.

This addendum forms a part of the RFP Documents and modifies the original RFP.

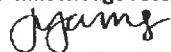
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Sincerely,

Russell M. Pankey, NIGP-CPP, CPPO, CPPB
Procurement Specialist III

cc: RFP File COVB-22-100428

Acknowledge receipt:



(Offeror Signature)

Revised 10/19/2020

MEDICAL CLAIMS RE-PRICING

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 city 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.



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
- ✓ Medical bill review and scrubbing
- ✓ Medical bill repricing
- ✓ Elimination of medical bill errors
- ✓ Negotiated discounts
- ✓ Monitoring bills and recouping funds
- ✓ Direct communication with providers
- ✓ Documentation maintenance

WE SAVED OUR CLIENTS
\$40.2
MILLION
IN 2019

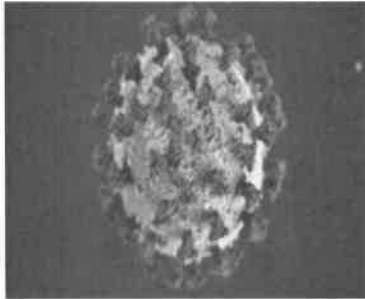


*Contact us
for a free
consultation!*

Contact us today for your FREE consultation! ☎ (309) 692-8100 | ✉ claimsrepricing@advancedch.com

VALUE ADDED SERVICES

In addition to the programs discussed in our Scope of Services, ACH provides the following programs to Virginia Beach 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 (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 Virginia Beach with any future medical pandemic by explaining the best practices for that pandemic for the city employees and those entrusted in their care. This program, as referenced on page 10, 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.⁸

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 Virginia Beach (the whole city) to partner directly with our suppliers and receive preferred discounted pricing on regularly purchased items for all city facilities. Such items might include disposable gloves, garbage bags, paper towels, and batteries, to name a few. This program, used to its fullest potential, could save your city 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.

⁸ <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. Through 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 Karen Peters, Administrative Assistant at 309-692-8100.

DETAINEMR

Correctional Facilities, 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 Virginia Beach Correctional Facility 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 Virginia Beach Correctional Facility'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 Virginia Beach determine the cost of building an integration between DetainEMR and your current JMS provider.

Please see our cost proposal form on page 102 for pricing.

In the event any changes are made to the JMS, Virginia Beach must notify ACH at least 90 days prior to any changes being implemented. The city 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 city 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.

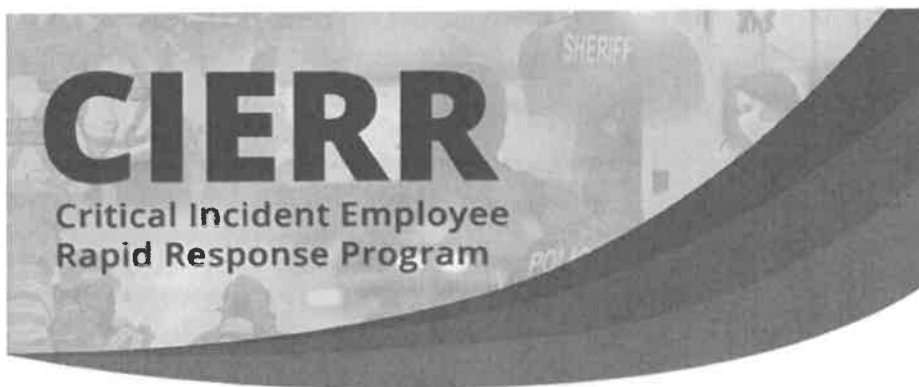
If the city asks ACH to arrange for AIMM, LLC to provide EMR at the facility, both parties agree that ACH is protected and immune from any liability or cause of action which may arise from the use of the EMR.



OFFICER WELLNESS

Free for your officers and our health care team through the Critical Incident Employee Rapid Response (CIERR) Program. ACH offer 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.

Because of our mental health approach to Officer Wellness, one of our Missouri Clients 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.



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 



MENTAL HEALTH FIRST AID FOR PUBLIC SAFETY

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.

Almost **10%** of police calls involved someone with a **MENTAL ILLNESS IN 2014**.
National Public Radio (NPR)

Nearly **1 in 4** police officers thinks 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

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.



“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*

MENTAL HEALTH FIRST AID®

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 Proposal (RFP) for Virginia Beach. 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 Virginia Beach and the requirements of the RFP.

We are confident that ACH is the health care provider that Virginia Beach wants to become their strategic partner and provide daily care for the patients at the Virginia Beach Correctional Facility. ACH would love to add Virginia Beach as one of our first strategic partners in the Commonwealth of Virginia.

ACH is dedicated to expanding, revising, and adapting our program, accordingly, as warranted, and mutually agreed upon by Virginia Beach, 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 Virginia Beach Correctional Facility 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 Virginia Beach Correctional Facility staff members.
- Commitment and structured responsiveness to Virginia Beach 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.

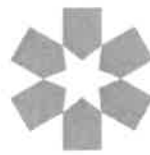
Our corporate team is ready to discuss and negotiate the entire program with Virginia Beach. Our team is accessible to answer any questions that the Virginia Beach Evaluation Panel might have about our proposal.

ACH will deliver a program that provides *better stewardship of Virginia Beach's tax dollars*, which offers the best value and is most advantageous to the Virginia Beach Correctional Facility.

ACH looks forward to starting our strategic partnership and incorporating our program offerings as the preferred Health Care Services provider for the Virginia Beach Correctional Facility. In addition to the mental and medical expertise at our corporate office, our corporate office leadership team has over seventy-five (75) 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/inmates), 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 the Virginia Beach Correctional Facility will be Ana Franklin, a retired Sheriff in Alabama with more than 25 years of experience. The facility she ran had an ADP of 700 plus. The Director of Medical Operations at the Virginia Beach Correctional Facility would be Karen Fowler. Ms. Fowler was the H.S.A. at the Jefferson County (Birmingham), Alabama jail where she had an ADP of around 1,400 inmates. Ms. Fowler worked at the facility for more than 15 years. She understands how to run a medical unit in a facility the size of Virginia Beach.

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.



ADVANCED
Correctional Healthcare, Inc.



A Higher Standard. Delivered.



**REQUEST FOR PROPOSALS
CORRECTION FACILITY MEDICAL SERVICES
COVB-22-100428**

Due: October 4, 2021

Issued by:


**City of Virginia Beach, Virginia
Purchasing Division
2388 Liberty Way
Virginia Beach, Virginia 23456-9013**

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

BEST AND FINAL OFFER

Jessica Young

President and Chief Executive Officer

 (309) 550-8166

 Jessica.Young@advancedch.com

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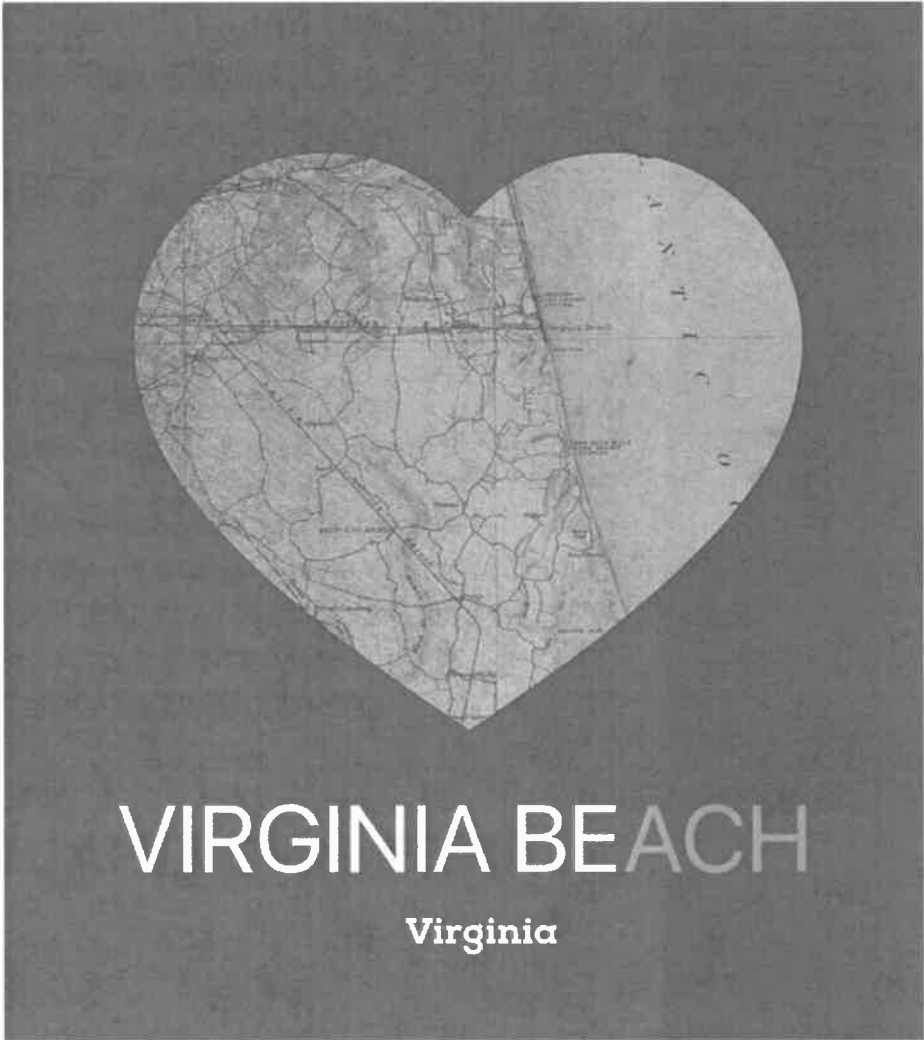
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COVER LETTER

City of Virginia Beach, Virginia
Purchasing Division
2388 Liberty Way
Virginia Beach, Virginia 23456-9013

Dear Sheriff Ken Stolle, Captain Kathy Vargas, Captain Joseph Bartolomeo, Captain Alvie Culanding, Virginia Beach Procurement Specialist Russell Pankey, and the Evaluation Panel of the Virginia Beach Correctional Facility Medical Services:

Advanced Correctional Healthcare (ACH) would like to thank the evaluation committee for allowing us to make an oral presentation to the evaluation panel for the Virginia Beach Correctional Facility for Medical Services. 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** that currently, is responsible for providing the daily care for over 35,000 patients, operating in over 300 adult city, county, and regional correctional facilities and 9 youth detention facilities across 16 states.

ACH is big enough to provide the requested services, but small enough to give Virginia Beach that personal touch that our competitors cannot accomplish. We would like to add the Virginia Beach Correctional Facility as our first that we provide medical services to in the Commonwealth of Virginia. We are confident that based upon our experience and knowledge, our custom-tailored proposal response will provide many options and enhancements to meet the city's needs in the most appropriate and cost-effective manner.

ACH has experienced a three hundred (300) percent growth over goal. That growth is attributed to ACH capitalizing on competitor contract losses. This is due to client dissatisfaction and the competitors' inability to meet staffing and servicing requirements in the contracts. ACH has a ninety-seven (97) percent client retention rate which we have maintained throughout the life of the company.

In addition to the mental and medical expertise at our corporate office, our corporate office leadership team has over seventy-five (75) 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 the Virginia Beach Correctional Facility will be Ana Franklin, a retired Sheriff in Alabama with more than 25 years of experience. The facility she ran had an ADP of 700 plus.

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 Virginia Beach Correctional Facility 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 Virginia Beach Correctional Facility would be Karen Fowler. Ms. Fowler was the H.S.A. at the Jefferson County (Birmingham), Alabama jail where she had an ADP of around 1,400 inmates. Ms. Fowler worked at the facility for more than 15 years. She understands how to run a medical unit in a facility the size of Virginia Beach.

The ACH program will complement the Virginia Beach Correctional Facility by providing:

- *ACH staffs our more than 300 plus facilities with a rate of 98.4%. We understand the pains that the last private healthcare company made with Virginia Beach. We will not make the same mistakes. Our practitioners, nurses, and mental health team will be on-site providing the coverage that Virginia Beach deserves!*
- **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 Virginia Beach Correctional Facility staff members.**
- **Commitment and structured responsiveness to Virginia Beach 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.**
- Practitioners (not nurses) are available 24/7 by telephone, including holidays.
- A reduction in the city's liability by minimizing risk and deliberate indifference.

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 Virginia Beach is the cost. Cost is not only associated with the cost of the new health care program, but in legal actions brought against Virginia Beach. One of the biggest expenses for any local correctional facility like the Virginia Beach Correctional Facility is the lawsuits resulting from death or suicide of an inmate in their care.

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 decide 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."¹

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.²

¹ <https://www.azcentral.com/story/news/local/arizona/2021/07/19/trial-ordered-over-arizona-department-corrections-inmate-health-care/8016646002/>

² <https://www.daytondailynews.com/news/crime-law/controversial-jail-sign-becomes-part-lawsuit-against-county/uKI2ifxBmyIqsCEVku5CP/>

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.³

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.⁴

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 jails in the State of New York because they were not upholding their responsibilities under the contract and defrauding taxpayers and the health of inmates.⁵

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 Heath 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.⁶

In a central Arkansas case, Southern Health Partners, settled a wrongful deal 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.⁷

³ <https://www.seattletimes.com/seattle-news/king-county-jail-pays-2-million-to-partially-settle-suit-over-woman-who-died-in-custody/>

⁴ <https://www.usnews.com/news/best-states/michigan/articles/2021-10-29/lawsuit-jail-denied-inmate-medication-to-treat-addiction>

⁵ <https://www.jaildeathandinjurylaw.com/blog/21/achs-armor-correctional-health-services-medical-neglect-lawsuits/>

⁶ https://www.richmondregister.com/news/settled-inmate-jail-healthcare-provider-reach-settlement-in-lawsuit/article_7953a48e-3851-11e8-9bda-1325cd924ec6.html

⁷ <https://www.arkansasonline.com/news/2018/jun/17/344-000-paid-in-jail-death-suit-2018061-1/>

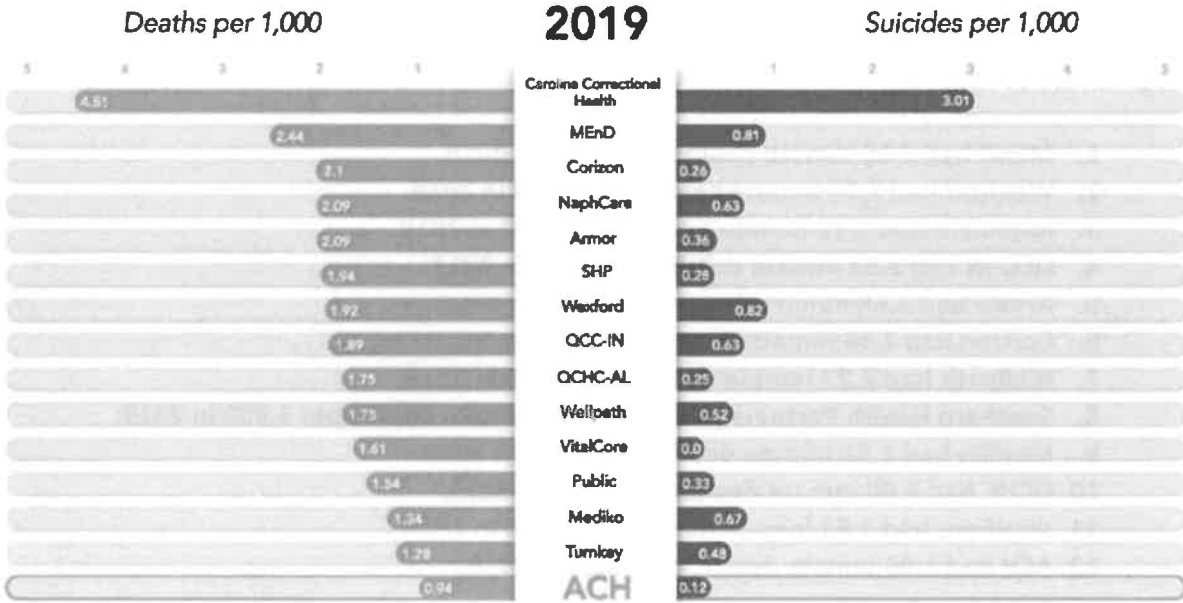
In an independent news article by Reuters news organization in October 2020, ACH was found to be the best when it comes to inmate deaths and suicides per 1,000 inmates for a private health care provider at local correctional facilities, jail, and detention facilities.

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 Virginia Beach 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.
10. QCHC had 2.00 inmate deaths per 1,000 in 2019.
11. VitalCore had 1.61 inmate deaths per 1,000 in 2019
12. 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 Virginia Beach that could relate to anywhere from 12 (VitalCore), 17 (QCHC and Mediko), 21 (SHP), 22 (Wellpath), 24 (Corizon), 25 (Armor), 27 (QCC-IN), 30 (Naphcare and Wexford) and 40 (MEnD) more *inmate deaths per year* depending on the vendor selected to provide the inmate healthcare at the Virginia Beach Correctional Facility. Even if half of those deaths could have been prevented, Virginia Beach could be looking at 6 to 15 deaths that they would have to pay the families of those inmates that died in their custody. These numbers are based on the figures given during the tour at the facility. *This fact alone could save inmate lives and Virginia Beach millions of dollars in legal cases every year.*

ACH Saves Lives
 The purpose of ACH is to solve problems for our patients, clients and staff, to make their lives easier. ACH is committed to doing the right thing, the right way, at the right time.



STAFFING

After award of contract ACH will begin 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 will interview and screen 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 the Virginia Beach Correctional Facility will be properly licensed and certified in the Commonwealth of Virginia, as required. *ACH staffs our more than 300 plus facilities with a rate of 98.4%. We understand the pains that the previous healthcare company made in Virginia Beach. We will not make the same mistakes.* Our practitioners, nurses, and mental health team will be on-site providing the coverage that Virginia Beach deserves. Our staff will undergo 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 will be 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 2021."

*"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*

STAFFING PLAN

At the end of this section, you will see our staffing plan.

ACH responded to the RFP with proposed staffing request as indicated in the scope of services requirements.

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 Virginia Beach with consultation with ACH.

If Virginia Beach 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 Virginia Beach of dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to Virginia Beach, ACH will remove the individual about whom the city 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 city, immediate removal of any health care personnel is necessary, those personnel shall be removed and replaced forthwith.

As specifically instructed in the RFP, the ACH staffing matrix program was staffed using the average daily population of 1,200 inmates at the Virginia Beach Correctional Facility. If an alternative staffing plan for a different ADP is requested after review, ACH is happy to provide additional staffing plan to match the facility's current ADP.

VIRGINIA BEACH CORRECTIONAL FACILITY STAFFING PLAN:

Position Type	Position	Shift or Hours	Week 1 Hours							Total Week 1	Week 2 Hours							Total Week 2	Total Hours		
			S	M	T	W	T	F	S		S	M	T	W	T	F	S		Pay Period	Annual	FTE
Physician	Physician	On-Site 40 hours per week until task is complete. Scheduled determined by mutual agreement between ACH and City.								40								40	80	2,080	1.0
Nurse Practitioner	Nurse Practitioner	On-Site 40 hours per week until task is complete. Scheduled determined by mutual agreement between ACH and City.								40								40	80	2,080	1.0
H.S.A.	H.S.A.	7:00 AM-3:30 PM		8	8	8	8	8		40		8	8	8	8	8		40	80	2,080	1.0
D.O.N.	D.O.N.	7:00 AM-3:30 PM		8	8	8	8	8		40		8	8	8	8	8		40	80	2,080	1.0
RN INTAKE	RN	7:00 AM-7:30 PM		12	12				12	36	12	12			12		36	72	1,872	0.9	
RN INTAKE	RN	7:00 AM-7:30 PM	12			12	12			36			12	12		12	36	72	1,872	0.9	
RN INTAKE PT	RN	7:00 AM-7:30 PM						12		12					12		12	24	624	0.3	
RN INTAKE	RN	7:00 PM-7:30 PM		12	12				12	36	12	12			12		36	72	1,872	0.9	
RN INTAKE	RN	7:00 PM-7:30 PM	12			12	12			36			12	12		12	36	72	1,872	0.9	
RN INTAKE PT	RN	7:00 PM-7:30 PM						12		12					12		12	24	624	0.3	
RN CHARGE	RN	7:00 AM-7:30 PM		12	12				12	36	12	12			12		36	72	1,872	0.9	
RN CHARGE	RN	7:00 AM-7:30 PM	12			12	12			36			12	12		12	36	72	1,872	0.9	
RN CHARGE PT	RN	7:00 AM-7:30 PM						12		12					12		12	24	624	0.3	
RN CHARGE	RN	7:00 PM-7:30 PM		12	12				12	36	12	12			12		36	72	1,872	0.9	
RN CHARGE	RN	7:00 PM-7:30 PM	12			12	12			36			12	12		12	36	72	1,872	0.9	
RN CHARGE PT	RN	7:00 PM-7:30 PM						12		12					12		12	24	624	0.3	
LPN PHARMACY	LPN	7:00 AM-7:30 PM	12			12	12			36		12	12			12	36	72	1,872	0.9	
LPN PHARMACY	LPN	7:00 AM-7:30 PM		12	12				12	36	12				12	12	36	72	1,872	0.9	
LPN PHARMACY PT	LPN PT	7:00 AM-7:30 PM						12		12			12				12	24	624	0.3	
LPN PHARMACY	LPN	7:00 AM-7:30 PM	12			12	12			36		12	12			12	36	72	1,872	0.9	
LPN PHARMACY	LPN	7:00 AM-7:30 PM		12	12				12	36	12				12	12	36	72	1,872	0.9	
LPN PHARMACY PT	LPN PT	7:00 AM-7:30 PM						12		12			12				12	24	624	0.3	
LPN PHARMACY	LPN	7:00 AM-7:30 PM	12			12	12			36		12	12			12	36	72	1,872	0.9	
LPN PHARMACY	LPN	7:00 AM-7:30 PM		12	12				12	36	12				12	12	36	72	1,872	0.9	

LPN PHARMACY PT	LPN PT	7:00 AM – 7:30 PM						12		12					12	72	624	0.3		
LPN PHARMACY	LPN	7:00 AM – 7:30 PM	12			12	12			36		12	12		12	36	72	1,872	0.9	
LPN PHARMACY	LPN	7:00 AM – 7:30 PM		12	12				12	36	12			12	12	36	72	1,872	0.9	
LPN PHARMACY PT	LPN PT	7:00 AM – 7:30 PM						12		12					12	24	624	0.3		
LPN PHARMACY	LPN	7:00 PM-7:30 AM	12			12	12			36		12	12		12	36	72	1,872	0.9	
LPN PHARMACY	LPN	7:00 PM-7:30 AM		12	12				12	36	12			12	12	36	72	1,872	0.9	
LPN PHARMACY PT	LPN PT	7:00 PM-7:30 AM						12		12					12	24	624	0.3		
LPN PHARMACY	LPN	7:00 PM-7:30 AM	12			12	12			36		12	12		12	36	72	1,872	0.9	
LPN PHARMACY	LPN	7:00 PM-7:30 AM		12	12				12	36	12			12	12	36	72	1,872	0.9	
LPN PHARMACY PT	LPN PT	7:00 PM-7:30 AM						12		12					12	24	624	0.3		
LPN PHARMACY	LPN	7:00 PM-7:30 AM	12			12	12			36		12	12		12	36	72	1,872	0.9	
LPN PHARMACY	LPN	7:00 PM-7:30 AM		12	12				12	36	12			12	12	36	72	1,872	0.9	
LPN PHARMACY PT	LPN PT	7:00 PM-7:30 AM						12		12					12	24	624	0.3		
Medical Records	Medical Records Clerk	8:00 AM-4:30PM		8	8	8	8	8		40		8	8	8	8	8	40	80	2,080	1.0
Medical Records	Medical Records Clerk	8:00 AM - 4:30 PM		8	8	8	8	8		40		8	8	8	8	8	40	80	2,080	1.0
DENTAL	DENTIST	On-Site 32 hours per week until task is complete. Scheduled determined by mutual agreement between ACH and City.								32						32	64	1,664	0.8	
DENTAL	DENTAL HYGIENIST	On-Site 32 hours per week until task is complete. Scheduled determined by mutual agreement between ACH and City.								32						32	64	1,664	0.8	
MENTAL HEALTH	PSYCHIATRIST	12 hours per week. Scheduled determined by mutual agreement between ACH and City.								12						12	24	624	0.3	
MENTAL HEALTH	PSYCHIATRIC NURSE PRACTITIONER	40 hours per week. Scheduled determined by mutual agreement between ACH and City.								40						40	80	2,080	1.0	
MENTAL HEALTH	QMHP	200 Hours per week. Scheduled determined by mutual agreement between ACH and City.								200						200	400	10,400	5.0	

MENTAL HEALTH	PRN for 24-hour QMHP Coverage																				
MENTAL HEALTH	DISCHARGE PLANNER	40 hours per week. Scheduled determined by mutual agreement between ACH and City.						40									40	80	2,080	1.0	
OPTIONAL MENTAL HEALTH	ADDICTION PROFESSIONAL	40 hours per week. Scheduled determined by mutual agreement between ACH and City.						40									40	80	2,080	1.0	
OPTIONAL MENTAL HEALTH	Co-Responder Consultation																				
Total:			132	164	164	164	164	164	132	1,520	132	164	164	164	164	164	132	1,520	3,120	81,120	39.0

PROGRAM COST

We enable cities 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 city 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 Virginia Beach Correctional Facility and utilizing all medical service areas. We help cities 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.

Our price has been readjusted to take into account that we are having to pay for an independent IT company to provide for all of the services that we originally took exception to in our original response. We have also adjusted the pay that we are paying the workers at the facility in order to make sure that we can compete with other local vendors in the area. We want to make sure that we can staff the facility at our 98.4% or higher standard. We understand that this is a major concern with the Virginia Beach Sheriff’s Office. Besides treating our employees fairly, compensation is another reason our staffing rate is higher than other companies.

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 Virginia Beach) on behalf of the city. 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 city patient at Virginia Beach Correctional Facility ADP will be 1,200 and the non-city patient ADP will be 0.*

Patients who are not presently incarcerated in the facility should not be counted in the ADP reported to ACH by the city. *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.

City Patients at Virginia Beach Correctional Facility

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 city patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.42 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: $10 \times \$0.42 \times 91$).

Non-City Patients at Virginia Beach Correctional Facility

To cover the cost of incidental medical expenses for non-city patients (such as disposable medical supplies and biomedical waste disposal services), a separate per diem rate of \$0.42 per patient per day will be assessed for each non-city patient housed in the facility more than the contracted non-city patient ADP.

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 city. Payment of the adjusted amount will be due upon receipt of said invoice.

PROPOSAL FORM – ADP 1,200 AT VIRGINIA BEACH CORRECTIONAL FACILITY

Cost Center	Number of Staff	Hours of Coverage	Proposed Total Annual Cost
Staff Costs			
Medical Director - Practitioner	1	On-site 40 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price
Nurse Practitioner	1	On-site 40 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price
Medical Staff			
Registered Nurse / HSA	1	40 hours/week	Inclusive in total price
Registered Nurse / DON	1	40 hours/week	Inclusive in total price
Registered Nurse / Full Time	8	288 hours/week	Inclusive in total price
Registered Nurse / Part Time	4	48 hours/week	Inclusive in total price
Licensed Practical Nurse / Full Time	14	504 hours/week	Inclusive in total price
Licensed Practical Nurse / Part Time	7	84 hours/week	Inclusive in total price
Medical Records Clerk	2	80 hours/week	Inclusive in total price
Dental Staff			
Dentist	1	On-site 32 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price
Dental Assistant	1	On-site 32 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price
Mental Health Staff			
Psychiatrist	1	On-site 12 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price

Psychiatric Nurse Practitioner	1	On-site 40 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price
Qualified Mental Health Professional	5	On-site 40 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price
Discharge Planner	1	On-site 40 hours a week. Scheduled determined by mutual agreement between ACH and City.	Inclusive in total price
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 Costs			\$5,782,008.46⁸

⁸ Does not include the \$1,000,000 rolling cap that would pay for the up to \$500,000 Off-Site Hospitalization Cost, Pharmaceuticals, Medical Supplies, TB Testing, Mobile X-Rays, Office Supplies, Laboratories, and Durable Medical Equipment.

PROGRAM COST BREAKDOWN

Health Care Cost for Virginia Beach Correctional Facility – 1,200 ADP

Staffing	\$5,025,007.46	86.91%
Administrative Services (medical-malpractice insurance, civil liberties insurance, advertising/recruiting, and admin costs)	\$757,001.00	13.09%
Total	\$5,782,008.46⁹	100%
Monthly	\$481,834.04	

Value-Added Options

DetainEMR at Virginia Beach Correctional Facility: Includes 55 user accounts, 2 scanners, 12 laptops, 12 signature pads, and 12 mice.	\$132,665.64 Annually for 3 Years OR \$11,055.47 Monthly for 36 Months
	OR
If Virginia Beach will pay the startup costs of \$73,659.45	\$103,856.40 Annually for 3 Years OR \$8,654.70 Monthly for 36 Months

⁹ Does not include the \$1,000,000 rolling cap that would pay for the up to \$500,000 Off-Site Hospitalization Cost, Pharmaceuticals, Medical Supplies, TB Testing, Mobile X-Rays, Office Supplies, Laboratories, and Durable Medical Equipment

CONCLUSION

ACH, a woman owned, and women lead corporation, has developed a custom-tailored best and final offer, which offers and provides many options and enhancements to compliment the program as required by the Request for Proposal (RFP) for Virginia Beach. 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 Virginia Beach and the requirements of the RFP.

We are confident that ACH is the health care provider that Virginia Beach wants to become their strategic partner and provide daily care for the patients at the Virginia Beach Correctional Facility. ACH would love to add Virginia Beach as one of our first strategic partners in the Commonwealth of Virginia.

ACH is dedicated to expanding, revising, and adapting our program, accordingly, as warranted, and mutually agreed upon by Virginia Beach, 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 Virginia Beach Correctional Facility by providing:

- *ACH staffs our more than 300 plus facilities with a rate of 98.4%. We understand the pains that the last private healthcare company made with Virginia Beach. We will not make the same mistakes. Our practitioners, nurses, and mental health team will be on-site providing the coverage that Virginia Beach deserves!*
- 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 Virginia Beach Correctional Facility staff members.
- Commitment and structured responsiveness to Virginia Beach 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.

Our corporate team is ready to discuss and negotiate the entire program with Virginia Beach. Our team is accessible to answer any questions that the Virginia Beach Evaluation Panel might have about our proposal.

ACH will deliver a program that provides *better stewardship of Virginia Beach's tax dollars*, which offers the best value and is most advantageous to the Virginia Beach Correctional Facility.

ACH looks forward to starting our strategic partnership and incorporating our program offerings as the preferred Health Care Services provider for the Virginia Beach Correctional Facility. In addition to the mental and medical expertise at our corporate office, our corporate office leadership team has over seventy-five (75) 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/inmates), 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 the Virginia Beach Correctional Facility will be Ana Franklin, a retired Sheriff in Alabama with more than 25 years of experience. The facility she ran had an ADP of 700 plus. The Director of Medical Operations at the Virginia Beach Correctional Facility would be Karen Fowler. Ms. Fowler was the H.S.A. at the Jefferson County (Birmingham), Alabama jail where she had an ADP of around 1,400 inmates. Ms. Fowler worked at the facility for more than 15 years. She understands how to run a medical unit in a facility the size of Virginia Beach.

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.

