

FAYETTE COUNTY LEGISLATIVE BODY
October 25, 2022

BE IT REMEMBERED that the Fayette County Legislative Body met in regular session on October 25, 2022, at the Bill G. Kelley Criminal Justice Complex in Somerville, Tennessee. Present and presiding was the County Mayor, Rhea Taylor. Also, present were the Sheriff, James R. “Bobby” Riles, Shana N. Burch, Fayette County Clerk, and the following County Commissioner’s: Terrye Canady, David Crislip, Tim Goodroe, Steve Laskoski, Terry Leggett, Win Moore, Jim Norton, Claude Oglesby, Tommy Perkins, Mike Reeves, Steve Reeves, Matt Rhea, Elizabeth Rice, Betty Salmon, Ray Seals, Robert Sills, Larry Watkins, David Webb, and Adrian Wiggins.

A quorum was declared with nineteen (19) Commissioner’s present.

Commissioner David Crislip gave the invocation.

The floor was opened for non-agenda items. With no one coming forward the floor was closed.

Commissioner Laskoski made the motion to approve the September minutes. The motion was seconded by Commissioner Watkins and passed unanimously.

The chairman stated that next on the agenda was public hearing of the rezoning from R1 to B3 at 8070 Highway 222. Mr. Atkinson addressed the board stating that he wanted to make sure that the owner’s name was present on the application and republish the notice properly. This is on Highway 222 just north of I-40, it is located at where the new 222 connects to old 222 on the east side. It is (10) ten acres, it is zoned as a R1 and is located within the county growth plan. If rezoned to a B3, the property owner will have the right to develop anything that is allowed in the B3 zoning district. The Planning Commission has reviewed the request and has recommended for approval and the Development Committee has reviewed the request and recommended for approval. The chairman opened the floor to public hearing. With no one coming forward to speak for or against the request the floor was closed. Commissioner Leggett made the motion for

approval. The motion was seconded by Commissioner Sills and passed unanimously.

FAYETTE COUNTY, TENNESSEE
County Commission



Staff Report

TO: County Commission
FROM: Jim Atkinson, AICP
MEETING DATE: October 25, 2022
SUBJECT: Rezoning Request: R-1 (Rural Residential) to B-3 (Community Business) for the property located at 8070 Highway 222 (Tax Map 012, Parcel 038.00) in Civil District 4.

STAFF RECOMMENDATION

Approve the rezoning request from R-1 (Rural Residential) to B-3 (Community Business).

REGIONAL PLANNING COMMISSION RECOMMENDATION

The Regional Planning Commission reviewed the rezoning request at its meeting on August 1, 2022 and recommended approval.

DEVELOPMENT COMMITTEE RECOMMENDATION

The Development Committee reviewed the rezoning request at its meeting on October 10, 2022 and recommended approval.

INTRODUCTION

The applicant, Designer Construction, LLC, along with the property owner, Mr. Stephen Leath, are seeking a rezoning from R-1, Rural Residential to B-3, Community Business for 9.88 acres along Highway 222, north of I-40 near the County's northern boundary.

The application is for a rezoning only; the County Commission is not considering specific site design currently or granting permits for any specific use. The County Commission will be considering whether the B-3 zoning designation is appropriate for the subject property and examining potential impacts to the neighborhood from allowed uses and site design requirements permitted in the B-3 district.

BACKGROUND

Existing Zoning: R-1 Rural Residential

The property is currently zoned R-1, Rural Residential. The following uses from the Zoning Resolution describe the type of development that could occur under the current zoning:

Permitted Uses:

- Single-family dwellings and accessory buildings

FAYETTE COUNTY, TENNESSEE
County Commission



Staff Report

- Seasonal sale of farm produce from temporary roadside shelters

Proposed Zoning – B-3 – Community Commercial

The applicant is requesting a rezoning to B-3 to establish commercial uses along Highway 222. The rezoning request, however, does not include site plan or use approval specific to a particular user. The rezoning merely establishes the zoning district and entitles the property owner to develop the property consistent with the zoning designation. The role of the Planning Commission and eventually the County Commission, therefore, is to analyze the request based on what could be developed in the B-3 district, without relying on a specific proposed use at this time. If the zoning is ultimately approved, the property owner will proceed with the required permitting process specific for the end user.

The following uses from the Zoning Resolution are included for the Planning Commission to consider as they deliberate on the rezoning request:

Permitted Uses:

- Retail stores and service establishments.
- general stores.
- commercial recreational establishments.
- automobile sales and service establishments.
- similar commercial activities, provided, however, that all uses shall be conducted in such a manner that there will be no noise, dirt, odor, heat, glare, or vibration which is offensive to adjoining uses.

SITE DESCRIPTION

The site is located on the east side of Highway 222 just north of I-40. The property is located within a planned growth area as identified in the County's Growth Plan. Planned growth areas indicate an appropriate location for more intense uses, both commercially and residentially.

According to the Fayette County Growth Plan, the County's responsibility is to plan for organized growth, but equally preserve the County's natural resources. These two priorities were considered when adopting the growth plan map, which established planned growth areas in various locations throughout the County. As previously discussed, the subject property is located within a planned growth area. The growth plan does not, however, include a future land use plan for the planned growth areas, so each rezoning request will need to be analyzed independently.

Utilities will be a consideration as to whether the property is ready for commercial development. The applicant should provide information regarding available utilities at the site and how future development would be served. A condition of approval is included in the staff recommendation.

The site would be accessed from Old Highway 222 via a connector road from the new Highway 222 alignment. The connector ends directly into the subject property, and likely would be the

FAYETTE COUNTY, TENNESSEE
County Commission



Staff Report

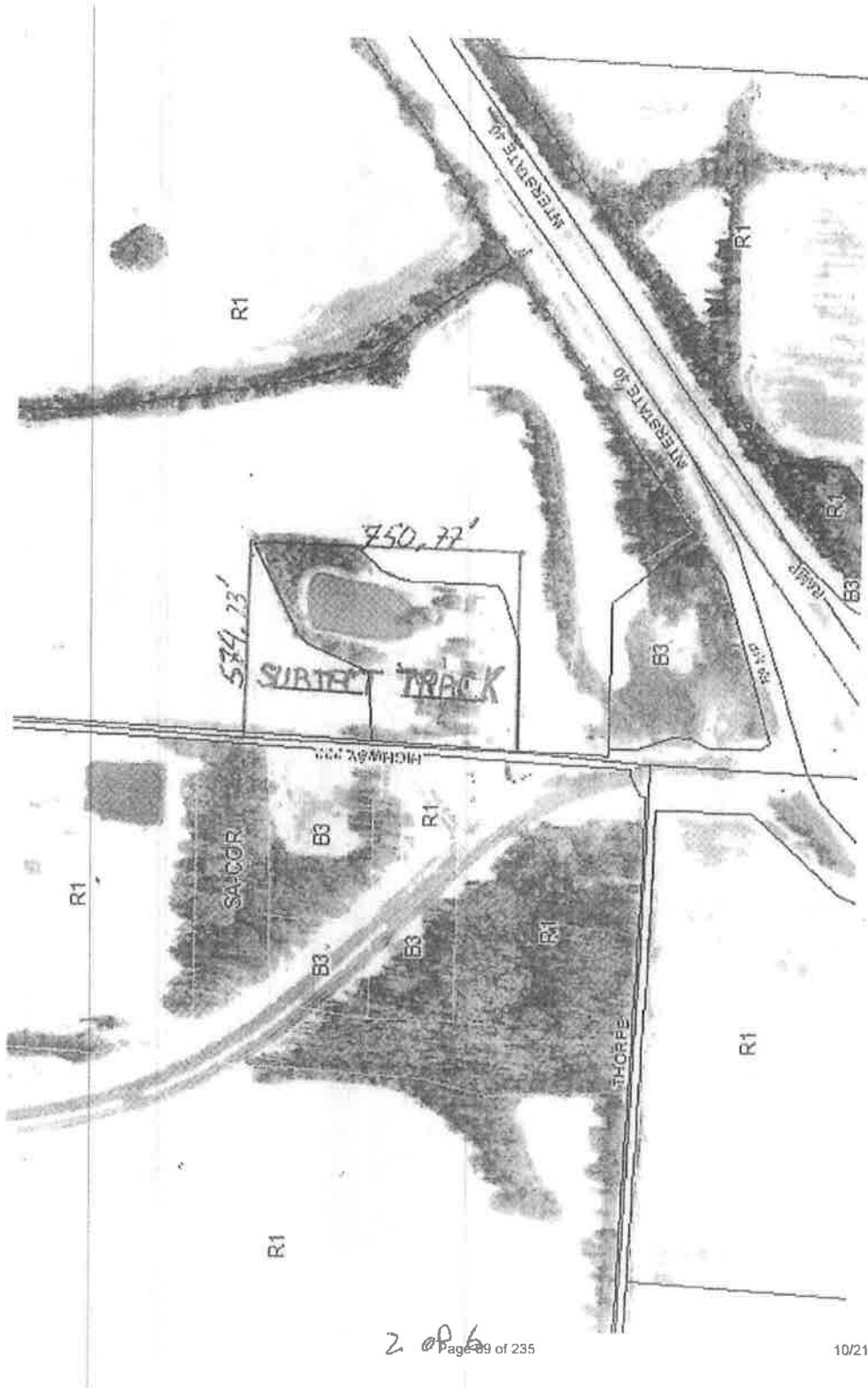
best location for access. Specific access points for the site would be reviewed as part of the eventual site plan review by the Planning Commission.

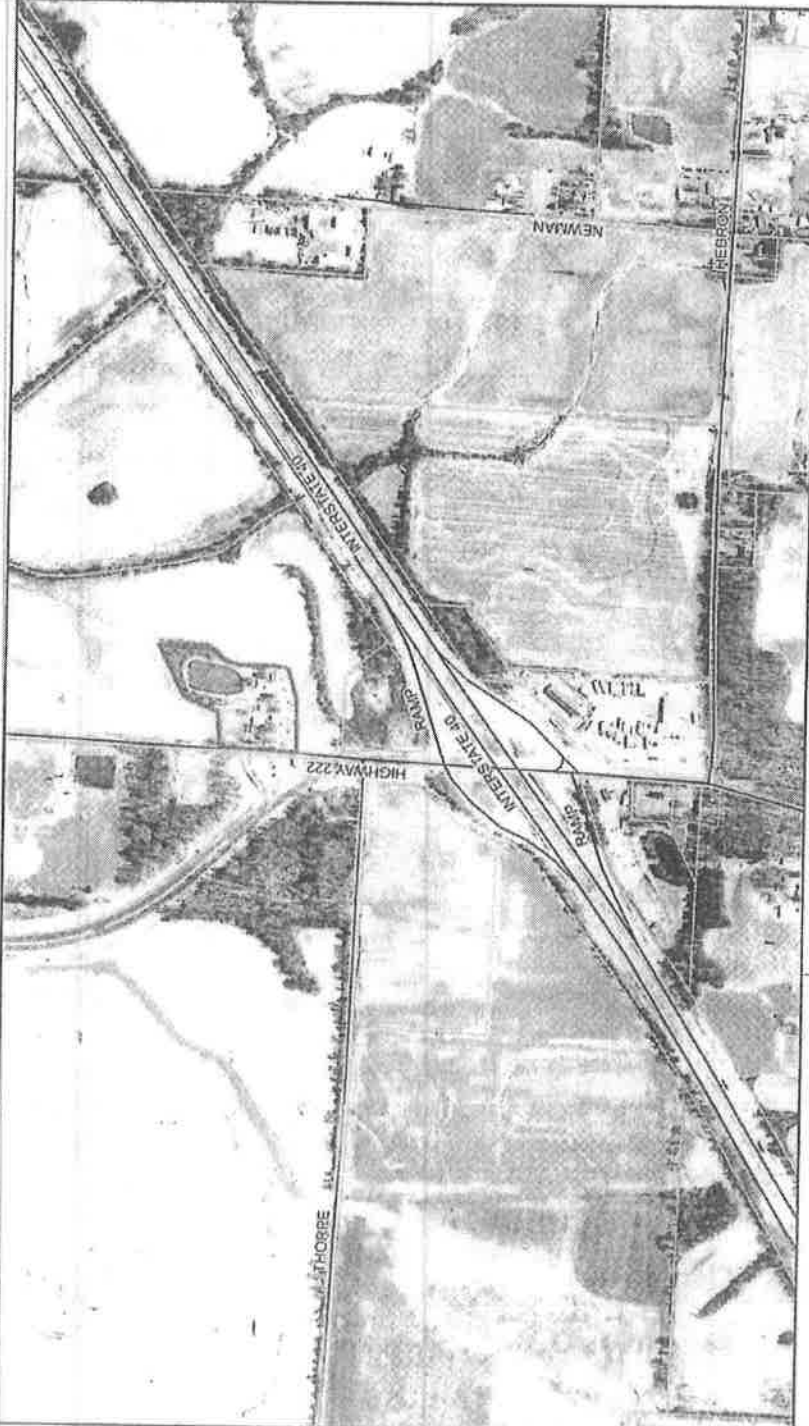
ZONING RESOLUTION AUTHORITY

The Fayette County Zoning Resolution provides a process for amending the zoning designation of a property. According to Article IV, a zoning amendment must include a public hearing before both the Planning Commission and Board of Commissioners. The planning commission meeting for August 1, 2022 was properly noticed as a public hearing, and the County Commission meeting for October 25, 2022 has been properly noticed following the requirements provided in the Zoning Resolution. The amendment language from the Zoning Resolution is provided below.

ARTICLE IV – AMENDMENT

- Section 1 **Zoning Amendment Petition.** The Fayette County Board of Commissioners may amend the number, shape, boundary, area, or any regulation of or within any district or any other provision of this Resolution upon petition by any person or official board.
- Section 2 **Planning Commission Review.** No amendment shall be adopted unless it has been submitted for approval, disapproval or suggestions to the Fayette County Regional Planning Commission, and the absence of formal action by the planning commission within thirty-five (35) days after it holds a public hearing on the proposed amendment shall be considered as approval by the planning commission.
- Section 3 **Public Hearings on Proposed Amendment.** No amendment shall be adopted unless the Fayette County Regional Planning Commission and the Board of Commissioners each shall have held a public hearing thereon. The time and place of such public hearings and the amendment's content shall be advertised by at least one (1) publication in a newspaper of general circulation in Fayette County at least five (5) days in advance of the planning commission hearing and at least fifteen (15) days in advance of the Board of Commissioners hearing.
- Section 4 **Amendment Not Approved.** Any amendment not approved within seventy (70) days after the Board of Commissioners' call to order on the occasion of the public hearing advertised for the amendment shall not be resubmitted for two (2) years following its publication date.
- Section 5 **Amendment Withdrawn.** Any amendment withdrawn prior to the Board of Commissioners' call to order on the occasion of the public hearing advertised for the amendment but after advertisement of the public hearing shall not be resubmitted for one (1) year following its withdrawal date.





1 inch = 761 feet

Parcels

1. This map was created by the Fayette County Planning and Development Office.
2. Printing scale: 8.5x11
3. This map is for mapping purposes only and is not in an engineering scale. The data on this map is believed to be accurate as shown.

The chairman stated that the next on the agenda was the rezoning from a I-L to a B-3 on Highway 18 south of Gatlin Road. Mr. Atkinson stated this was a rezoning of 5 acres, there is an existing building on the property that was to be

believed to have been used as a tire shop and has been on the property for a very long time. The remainder of the property is also zoned as industrial but is mostly agricultural. The original request that was sent in was to rezone that property from I-L to B-3 due to the property owners wanting to lease the building to a group that would like to do light auto repairs out of the building, they do not want to expand onto the building. The property owner wanted to scale the request back to where only (1) one acre be rezoned to which the building exists and the remaining acres to a R-1. The Planning Commission recommended approval based on that recommendation, the Development Committee reviewed it and recommended the approval. The chairman opened the floor to public hearing, with no one coming forward, the floor was closed. Commissioner Watkins made the motion to approve. The motion was seconded by Commissioner Oglesby and passed unanimously.

FAYETTE COUNTY, TENNESSEE
County Commission



Staff Report

TO: Fayette County Commission
FROM: Jim Atkinson, AICP
MEETING DATE: October 25, 2022
SUBJECT: Rezoning Request: I-L (Light Industrial) to B-3 (Community Business) and R-1 (Rural Residential) for a portion of the property located on the south side of Highway 18, 900 feet south of Gatlin Road (Tax Map 173, Parcel 014.00) in Civil District 13.

STAFF RECOMMENDATION

Approve the rezoning request from I-L (Light Industrial) to B-3 (Community Business) and R-1 (Rural Residential).

REGIONAL PLANNING COMMISSION RECOMMENDATION

The Regional Planning Commission reviewed the rezoning request at its meeting on October 3, 2022 and recommended approval.

DEVELOPMENT COMMITTEE RECOMMENDATION

The Development Committee reviewed the rezoning request at its meeting on October 10, 2022 and recommended approval.

INTRODUCTION

The applicant, Mr. Roderick Blaylock, is seeking a rezoning from I-L (Light Industrial) to B-3, (Community Business) and R-1 (Rural Residential) for 5.8 acres along Highway 18, south of Gatlin Road.

The application is for a rezoning only; the County Commission is not considering specific site design currently or granting permits for any specific use. The Planning Commission will be considering whether the B-3 and R-1 zoning designations are appropriate for the subject property and examining potential impacts to the neighborhood from allowed uses and site design requirements permitted in the B-3 and R-1 districts.

BACKGROUND

The applicant is proposing to open an automotive repair business in the existing building on the site. The building has been used for automobile related uses in the past but is now vacant. Automotive repair is not permitted in the I-L zoning district, so the proposed use would not be

FAYETTE COUNTY, TENNESSEE
County Commission



Staff Report

permitted under the current zoning designation. Rezoning the property to B-3 would allow the applicant to open the business as desired.

The existing building and associated commercial uses are located on less than one acre at the front of the site. The applicant wishes to rezone the front one-acre to B-3 and downzone the remainder of the I-L zoned area to R-1. The R-1 district allows for rural residential uses on large lots; it is least-intense district that exists in the County's Zoning Resolution.

Proposed Zoning – B-3 – Community Commercial

The rezoning request does not include site plan or use approval specific to a particular user. The rezoning merely establishes the zoning district and entitles the property owner to develop the property consistent with the zoning designation. The role of the Planning Commission and eventually the County Commission, therefore, is to analyze the request based on what could be developed in the B-3 district, without relying on a specific proposed use at this time. If the zoning is ultimately approved, the property owner will proceed with the required permitting process specific for the end user.

The following B-3 uses from the Zoning Resolution are included for the Planning Commission to consider as they deliberate on the rezoning request:

Permitted Uses:

- Retail stores and service establishments,
- general stores.
- commercial recreational establishments,
- **automobile sales and service establishments.**
- similar commercial activities, provided, however, that all uses shall be conducted in such a manner that there will be no noise, dirt, odor, heat, glare, or vibration which is offensive to adjoining uses.

ZONING RESOLUTION AUTHORITY

The Fayette County Zoning Resolution provides a process for amending the zoning designation of a property. According to Article IV, a zoning amendment must include a public hearing before both the Planning Commission and Board of Commissioners. The planning commission meeting for October 3, 2022 was properly noticed as a public hearing, and a separate notification has been published for the County Commission meeting following the notice requirements provided in the Zoning Resolution. The amendment language from the Zoning Resolution is provided below.

ARTICLE IV – AMENDMENT

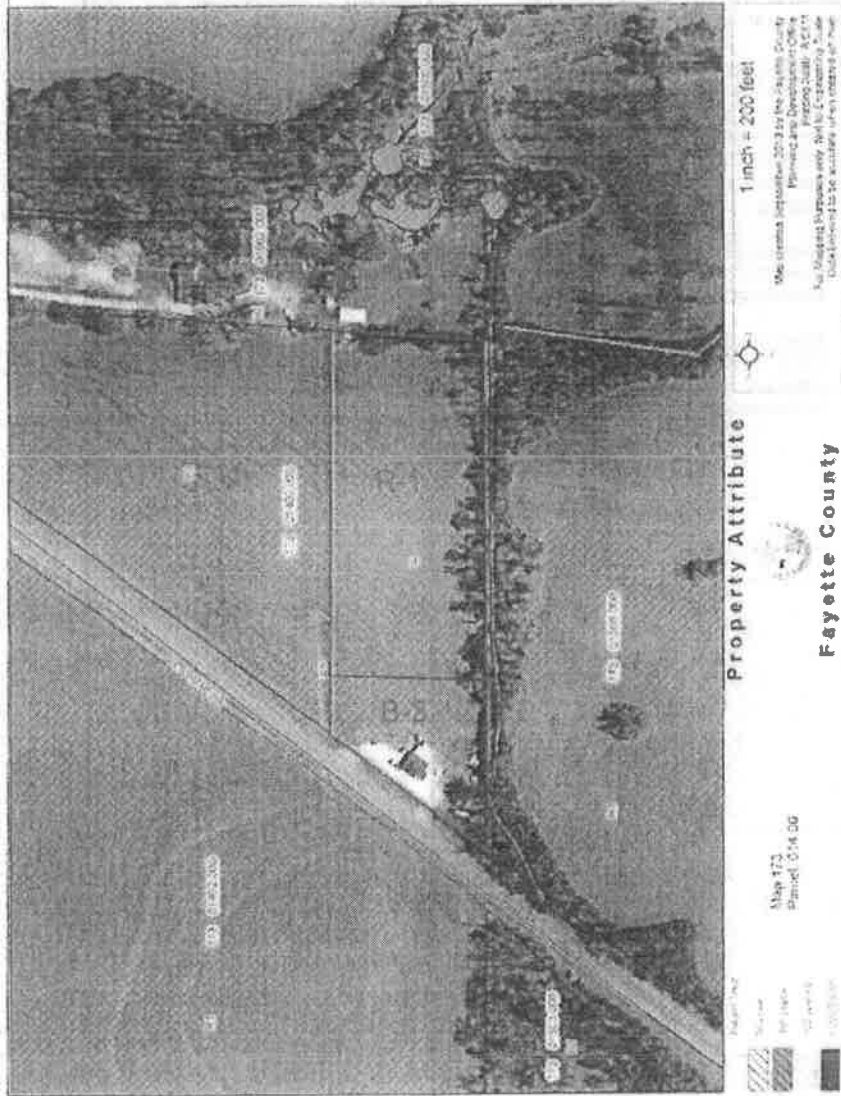
Section 1. Zoning Amendment Petition. The Fayette County Board of Commissioners may amend the number, shape, boundary, area, or any regulation of or within any district or any other provision of this Resolution upon petition by any person or official board.

FAYETTE COUNTY, TENNESSEE
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Staff Report

- Section 2 **Planning Commission Review.** No amendment shall be adopted unless it has been submitted for approval, disapproval or suggestions to the Fayette County Regional Planning Commission, and the absence of formal action by the planning commission within thirty-five (35) days after it holds a public hearing on the proposed amendment shall be considered as approval by the planning commission.
- Section 3 **Public Hearings on Proposed Amendment.** No amendment shall be adopted unless the Fayette County Regional Planning Commission and the Board of Commissioners each shall have held a public hearing thereon. The time and place of such public hearings and the amendment's content shall be advertised by at least one (1) publication in a newspaper of general circulation in Fayette County at least five (5) days in advance of the planning commission hearing and at least fifteen (15) days in advance of the Board of Commissioners hearing.
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Property Type: 08 Commercial
 HIGHWAY 48

ASSESSOR OF PROPERTY - PROPERTY RECORD CARD

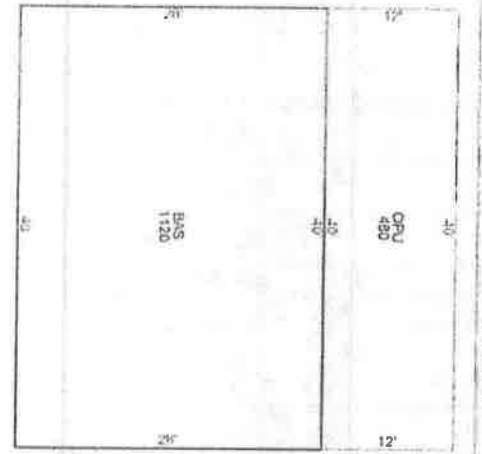
Property Address
 Commercial Building Address
 KRANICHFELD BOYCE C
 ELYA BETTIE H
 888 QUARTZ DR
 GRAND JUNCTION TN 39039

Subdivision
 BK PG BLOCK
 BK PG BLOCK
 Lot LOT TRACT
 Description
 Dimensions

TAX YEAR 2022 024 173 014.00 000
 JUN CONTROL MAP GROUP SPACE: P: S1
 FAYETTE
 S821
 S822
 Total Land Units
 Deed Acres 15.34
 Calculated Acres 1

Page: 1 of 1

Code	Description	Yr Bn	Eff Yr	Area	Grade	Use	Acft	Class	Rate	Cost	Value	Total Qty
ASR	Asphalt Paving	1985	1985	1.500	D	1		20133	FR	3.070	70	390
<p>DISCONTINUED AND YIELD ITEMS</p>												



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ASR	Asphalt Paving	1985	1985	1.500	D	1		20133	FR	3.070	70	390

CA3307N

State of Tennessee - IMPACT System

30300

**REQUEST FOR REZONING
 FAYETTE COUNTY, TENNESSEE
 REGIONAL PLANNING COMMISSION**



Applicant/Appellant: Roderick Blaylock **Date:** 08/22/22
Applicant Phone: 901-833-8247 **Applicant Email:** N/A
Property Address/Location: Hwy 18
Tax Map: 173 **Parcel:** 014.00 **Acreage:** 5.8 **Civil District:** 13 **Zoning:** IL

If the Owner is different than the Applicant, please complete the following:

Property Owner Name: Boyce & Betty Krannichfeld Phone: N/A

(A) REQUEST:

The applicant requests that the Fayette County Regional Planning Commission grant approval for the rezoning of the subject property from IL to B3 for the following purpose: minor automotive mechanical work such as oil changes and tire rotations

(B) ZONING RESOLUTION REFERENCE:

Article V, Section 1; No building or land hereafter shall be used and no building or part thereof shall be sited except for a use expressly permitted by and in conformity with the regulations herein specified for the district in which it is located, whether operated for or without compensation.

(C) The Applicant believes that the Fayette County Regional Planning Commission has the authority to grant approval sought under Article V, Section 1 of the Zoning Resolution.

Roderick Blaylock 8-23-22
 Applicant Signature Date
Boyce S. Krannichfeld 731-609-6588 8.24.22
 Property Owner Signature (if different from Applicant) Date

(D) Action of the Fayette County Regional Planning Commission:

Commissioner Leggett mad the motion to approve the following as notaries:
 Cynthia Grace Boyer, Heather Craig, Pamela K. Deffenbaugh, Virginia M. Fossett,

Melinda Grinder, Amanda L. Grove, Bethanie L. Powers, and Billy L. Tomlinson. The motion was seconded by Commissioner Watkins and passed unanimously.

The chairman reported for the mayor's office. He presented to the board a packet of a growth plan public hearing.

GROWTH PLAN PUBLIC HEARINGS

FAYETTE COUNTY

LOCATIONS:

Braden Methodist Church – Nov 10 (Thursday) or 16 (Wednesday) - (waiting to confirm)

- 230 TN-59, Mason, TN 38049

Mt. Sinai Missionary Baptist – Nov 14 (Monday)

- 2425 TN-59, Mason, TN 38049

UTM Somerville – Nov 9 (Wednesday)

- 214 Lakeview Rd., Somerville, TN 38068

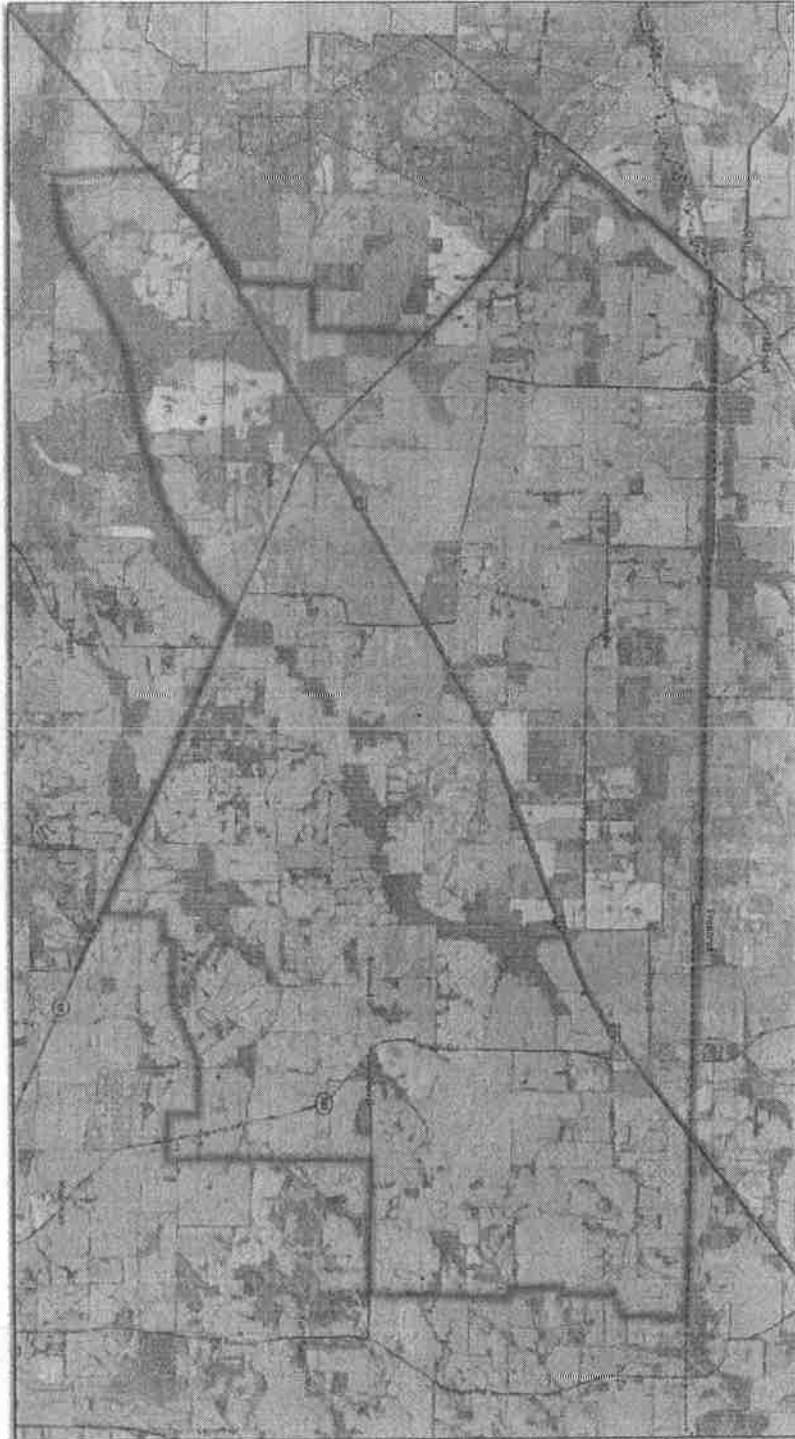
>>>> All meetings are from 5pm-7pm

Notice will be placed on County website and in Fayette Falcon.

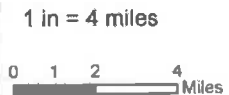
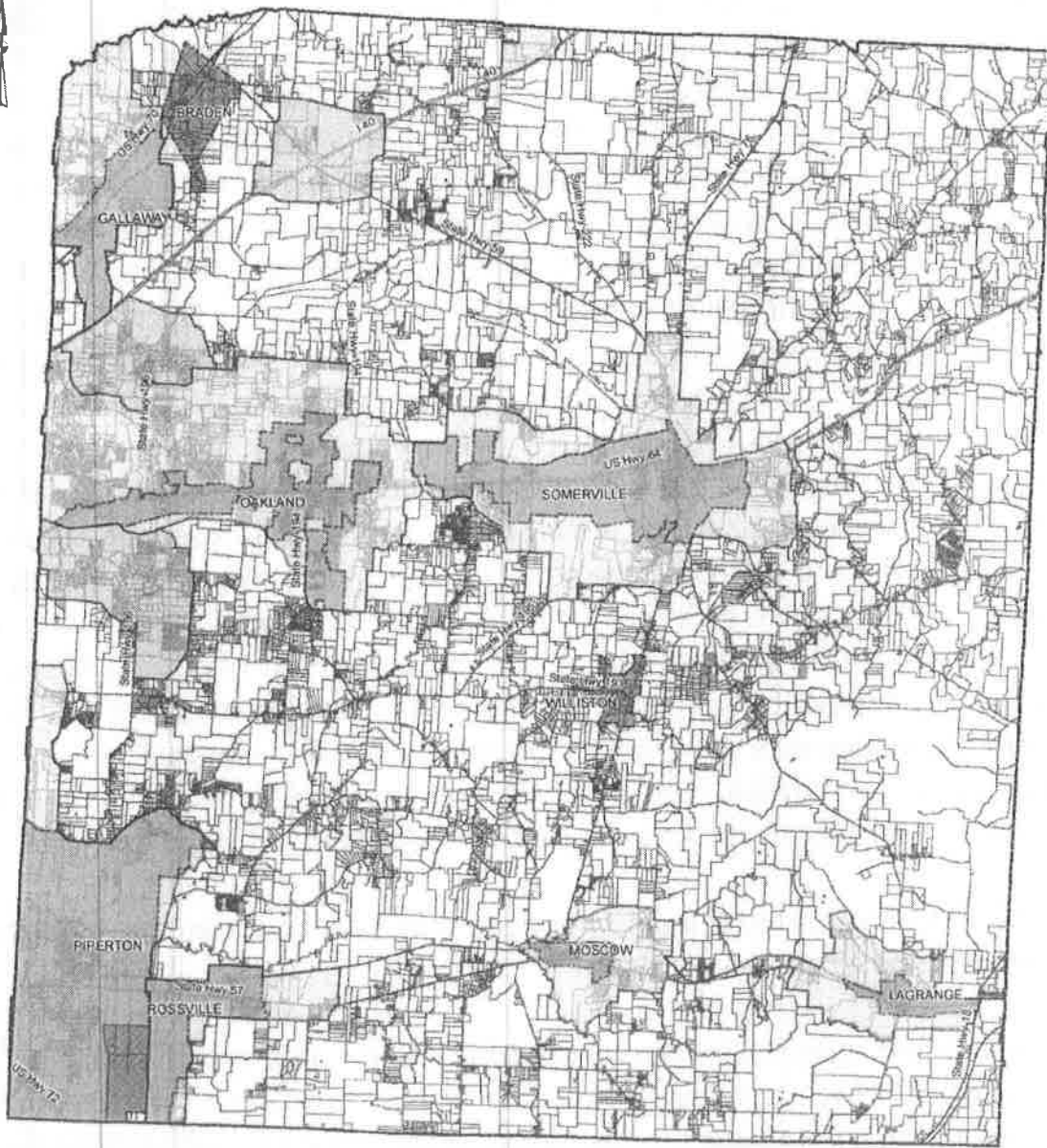
The County's proposal is to add additional area to the Planned Growth area related to Blue Oval in the north portion of the county and around Interstate I-40.

A2H LAND USE
ARCHITECTS
PLANNERS

Planned Growth Area Expansion
Fayette County



Fayette County, TN Growth Plan 2015



Date: 12/17/2015
 Map created by the Fayette County Planning Office
 Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet
 Projection: Lambert Conformal Conic
 Datum: North American 1983
 False Easting: 1,965,500.0000
 False Northing: 0.0000
 Central Meridian: -86.0000
 Standard Parallel 1: 35.2500
 Standard Parallel 2: 36.4167
 Latitude Of Origin: 34.3333
 Units: Foot US

The chairman stated the packet has dates and locations to have a public hearing, it will be a TDOT round table discussion, posters for the public to view and ask questions from 5 pm to 7 pm each of those nights. An article in the newspaper

will be placed and it will also be on the county's website. Once it is approved it will be sent the coordinating committee, depending on what the cities want and what the board does, come up with a plan and bring it back to the entities involved. Everyone must agree 100% or it will keep going back. The chairman stated that the Blue Oval is bigger and bigger every week. TVA has started their pad for the service site, on site the construction of the steel garters for the actual building so you can get a sense of where that will be, you can see the dirt cut in roads, and you can see off Hebron Road where TVA is bringing in the main power line. The prototype test cars will be ready January 2025 and come that May they will be in full production. The county has received good news, Chickasaw Electric had been awarded \$13 million dollars to go towards internet access. To create a backbone in Fayette County to work with a vendor called Aeneas out of Jackson which was bought by Southwest Electric Cooperative. When Fayette County gets the access to sell the access, this will be the vendor that will be used. After the first of the year, they will start to make efforts in part of the county to start service. The goal is to do outside the cities and into the county in the underserved areas, if they go through some of the cities, they may try to pick them up as well. The chairman stated that he needed a motion to be able to move Commissioner Mike Reeves over to the Development Committee. Commissioner Oglesby made a motion for approval. The motion was seconded by Commissioner Sills and passed unanimously. Chief Hartfield stated that November 5th, 6:00 pm, at The Fayette Baptist Church, an appreciation dinner for the firefighters will be held.

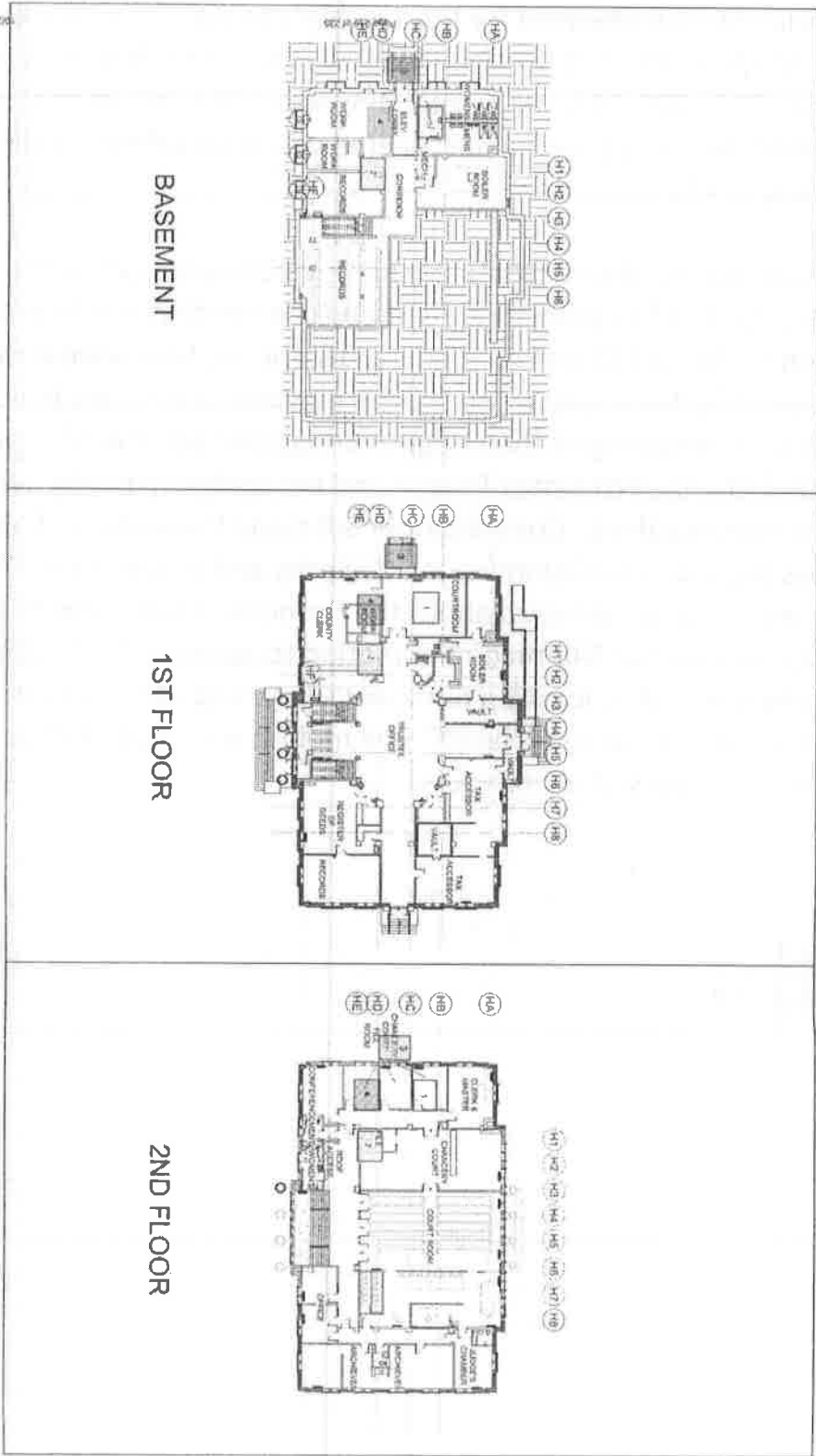
Sheriff Riles reported that another death had been reported due to fentanyl since the last report had been released.

Dr. Hamlett reported for the school board. She stated that the principal, Jason Newman, at Fayette Ware Comprehensive High School has submitted his retirement and that Stephanie Blayde, East Jr. High's principal, will be filling his position. The school is serving under a Federal Desegregation Lawsuit, with that they will have a visit from the Department of Justice and legal defense attorney's November 2nd.

There were no new reports for Juvenile Court, Board of Public Works, and Planning and Development.

Charles McNab reported for the Trustee's office. He stated that tax year 2020 only \$62,870.00 is left in outstanding which is 0.375% of that year's tax roll. For last year \$256,000.00 is still outstanding which is 1.48% of the tax roll. For this year 8.83% of the tax roll has been collected which for reference this time last year we were only at 4%.

Commissioner Sills reported for the Development Committee which met on October 10, 2022. The committee discussed the election of officers, rezoning of property on Highway 222 and on Highway 18, the airshow review, economic development director request, courthouse elevator, and speed limit request, and two request for renaming of the bridges. Bridge on Highway 57 spanning Teague Branch Creek changed to James Teague and the bridge spanning Sandy Creek change to Lewis Bradford. Commissioner Sill made the motion of approval. The motion was seconded by Commissioner Oglesby and passed unanimously. The chairman reported to the board about the Economic Development Director request. Commissioner Sills made the motion to approve the location of the elevator which would be location number (1) one and with location number (4) four if a structural problem surfaced. The motion was seconded by Commissioner Steve Reeves and passed unanimously.



DEVELOPMENT COMMITTEE

Minutes

October 10, 2022

Present

Sills Salmon Moore Laskoski

- 1) Election of Officers
 - Floor was opened for nominations
 - Salmon nominated Sills for Chair and Norton for Vice-Chair
 - There were no other nominations and they were approved.
 - Mayor Taylor agreed to act as secretary for the committee.
- 2) Rezoning – R1 to B3 - Leath
 - Jim Atkinson, Fayette County Planner, called into the meeting and reviewed the proposed rezoning. The site is on the north side of I-40/Hwy 222 interchange and would change the zoning from residential to business. The Planning Commission has recommended this.
 - After discussion, the committee voted to recommend approval on a motion by Salmon, seconded by Moore.
- 3) Rezoning – I-L to B3 – Blalock
 - Jim Atkinson reviewed this rezoning on Hwy 18 in the southeastern portion of the county. The request is to downzone the property from Light Industrial to business. The Planning Commission has recommended this.
 - After discussion, the committee voted to recommend approval on a motion by Laskoski, seconded by Salmon.
- 4) State Bridge Naming request
 - The families of James Teague and the families of Lewis Bradford have asked that state bridges on Hwy 57 be named in honor of these individuals. Both families presented requests plus petitions for the renaming. The family of James Teague requests naming of the bridge spanning Teague Branch Creek bridge and the family of Lewis Bradford requests the naming of the bridge spanning Sandy Creek. All approved requests will require the approval of the Tennessee General Assembly before the requests are made.
 - The committee discussed the requests and recommended approval on a motion by Salmon, seconded by Moore.
- 5) Air Show Recap
 - Rusty Bliss, Fayette County Airport Director, reported to the committee on the attendance and finances of the recent airshow. The attendance was much better than last year, with an estimated 2500-3000 attendees. Also the finances came within in budget and left enough to go toward next year's presentation.
- 6) Airport Projects review

- Mr. Bliss reviewed with the committee two on-going projects. The first is the expansion for additional T-hangars. The pavement bid came in about \$300,000 higher than estimated. The bid was declined, and it will be bid again next spring. Second, he has received estimates to bring fiber to the airport. Internet service at the airport is poor and the only reliable option is to bring in a cable/fiber to service the area. He provided a couple of estimates by Comcast to bring in the service. The committee asked if there were other estimates and what the demand from tenants is. That will be brought back next month to act on.
- 7) Economic Development Director request
- Mayor Taylor presented the committee with a proposal to hire an economic development director to help coordinate the activity in the county related to our normal growth plus the accelerated growth related to Blue Oval. The Fayette County Industrial Development Board has collected fees over the years and is able to contribute \$100,000 per year for two years toward the position. Also a position in the Mayor's office can be repurposed to provide the benefits and additional funds needed for travel, studies and other costs associated with the position.
 - After discussion, the committee voted to recommend approval of the request on a motion by Moore, seconded by Laskoski.
- 8) Courthouse Elevator
- Mayor Taylor reported to the committee that a fourth alternative for adding an elevator to the courthouse has been offered by our architects. A meeting needs to be held to make a recommendation where to place it. After discussion, the committee recommended to have a meeting on Wednesday, Oct 19 at 6pm to discuss.
- 9) Speed Limit requests
- Comm. Sills asked that the roads in The Cloisters subdivision (Bainbridge Cove, Hidden Grove Court, Huntleigh Drive, Regent Drive, Ridgecrest Drive, Riversedge Drive, St. George Drive) be speed limited to 20mph. After discussion, the committee asks that Sheriff Riles and Public Works Director Wayne Dowdy to come back with a recommendation of a speed limit. The request can be reviewed in November, after appropriate notice to the public has been given.
 - Comm. Salmon asked that Hwy 193 around Wright's Chapel be speed limited for safety reasons. It was mentioned that this is a state highway and will require their approval. Mayor Taylor will find out what the process is for changing the speed limit and bring it back next month.

Meeting adjourned.

A RESOLUTION REQUESTING TO NAME THE HIGHWAY 57 BRIDGE OVER TEAGUE BRANCH CREEK

THE JAMES MARCUS TEAGUE MEMORIAL BRIDGE

WHEREAS James Marcus Teague was born in Moscow Tennessee on August 25, 1952 to Marcus Chamber Teague and Annie Dortha Wade Teague of Moscow Tennessee; and ,

WHEREAS James Marcus Teague graduated from Fayette County Schools in 1970, received his teaching and bible degrees from Freed-Hardeman and the University of Memphis; and,

WHEREAS James Marcus Teague was a devoted educator serving as a teacher at Somerville Elementary, assistant principal at Central Elementary, principal at Central Elementary, and Superintendent of Fayette County Schools; and,

WHEREAS James Marcus Teague during his tenure as Superintendent worked with the Department of Justice and the Legal Defense Fund during the building and opening of the Buckley Carpenter Elementary School; and,

WHEREAS James Marcus Teague was in the Inaugural Class of Leadership Fayette in 2002, and was a West Star graduate; and,

WHEREAS, James Marcus Teague served in the United States Navy and was a patriot who loved and supported his country; and,

NOW THEREFORE BE IT RESOLVED that the Fayette County Board of Mayor and Commissions do hereby support and request that the Tennessee General Assembly name the bridge on U. S. Hwy 57 that crosses Teague Branch Creek the James Marcus Teague Memorial Bridge.

DATE

DATE

Mayor

County Clerk

Petition to request the County Commission to request the State to name the bridge over Teague Branch/Creek on Hwy 57 after the late James Marcus Teague, former Fayette County Director of School.

Name (Print)	Address	Signature
1 Sue Teague	100 Maxwell Dr. Moscow	Sue Teague
2 Ashleigh Earnest	100 Maxwell Dr Moscow	Ashleigh Earnest
3 NANCY T Leggett	765 Hays Rd Moscow	Nancy T Leggett
4 SAMUEL D LEGGETT	765 Hays Rd Moscow	Samuel D Leggett
5 Ouida T Crisp	800 Hays Rd Moscow	Ouida Crisp
6 Bobby J. Crisp	800 Hays Rd Moscow, TN	Bobby Crisp
7 William S Smith	780 Old State Line Dr. Moscow, TN	W. S. Smith
8 Tommi L Smith	780 Old STATE LINE DR MOSCOW TN 38057	Tommi Smith
9 Vip D Lewis	700 Yager Drive MOSCOW, TN 38057	Vip D Lewis
10 Paul M Lewis	6300 Patton Rd Box 915 Moscow TN 38057	Paul M Lewis
11 Courtney Rhea	4865 Van Horn Rd Sumnerville, TN 38068	Courtney Rhea
12 S.F. Pleasant	235 Linwood Dr. Rossville TN 38068	S.F. Pleasant
13 Brenda Randall	42 Ironst E++ MOSCOW, TN	Brenda Randall
14 Regina Maoneyhan	105 Angus Moscow TN 38057	Regina Maoneyhan
15 Kathy Morgan	140 Pine Tree Rd Moscow TN 38057	Kathy Morgan
16 Tommi's Pleasant	235 Linwood Dr Rossville, TN	Tommi's Pleasant

- 17 MARY IRISH, 90 MELBURN RD, MOSCOW, TN Mary Irish
- 18 Nathan Atkinson, 30 Cedar Creek Way, Moscow TN / Nathan Atkinson
- 19 Mary Tatum 30 Cedar Creek Way Moscow TN Mary Tatum
- 20 JAMES H. WINCOX 255 WILBERRY WAY MOSCOW TN James H. Winox
- 21 William Teague 780 Noyes Rd Moscow TN Willie Teague
- 22 Willie Sossamon 730 Noyes Rd Moscow TN Willie Sossamon
- 23 Claude Oglesby 11975 Hwy 57 Moscow, TN 38057 Claude Oglesby
- 24 MARGIE Oglesby 11975 Hwy 57 Moscow, TN 38057 Margie Oglesby
- 25 Betty M Salmon 905 Mt Pleasant Rd Rossville, TN Betty Salmon
- 26 Sandra K. Hill 1460 Good Springs Loop ^{Sandra Hill} Williston TN 38076
- 27 Lee Hill 1460 Good Springs Loop Williston TN 38076 Lee Hill
- 28 David M'Cuillough 405 Crystal Spring Dr. Rossville, TN 38076 David M'Cuillough
- 29 Vanessa M'Cuillough 405 Crystal Spring Dr. Rossville, TN 38076 Vanessa M'Cuillough
- 30.

Petition to Name the Bridge at 10395 Hwy 57 at Hayes Crossing
the Lewis R. Bradford Memorial Bridge

	NAME	SIGNATURE	ADDRESS
1	Richard Alton	<i>Richard Alton</i>	MOSCOW TN 38057 25 OAK AVE
2	Paul M Lewis	<i>Paul M Lewis</i>	6305 Pritchard 38057
3	Vip D. Lewis	<i>Vip D. Lewis</i>	1004eger Dr. 38057
4	Emily Woofler	<i>Emily Woofler</i>	2907 Pritchard Moscow TN 38057
5	Chelsea Brock	<i>Chelsea Brock</i>	Williston TN 38070 Lillian Rd
6	Rebecca Hutaway	<i>Rebecca Hutaway</i>	14375 Hwy 57, Moscow TN 38057
7	Amanda Hines	<i>Amanda Hines</i>	6275 Bate Ln Lagrange Dr. Collierville TN 38047
8	Larry Watkins	<i>Larry Watkins</i>	20580 Hwy 57 Moscow TN 38057
9	Haroldensu	<i>Haroldensu</i>	65 Allen Rd
10	Katika Skelton	<i>Katika Skelton</i>	2290 Cowan Loop
11	Christy Bradford	<i>Christy Bradford</i>	4385 Hwy 76 Moscow TN
12	Cheryl Thompson	<i>Cheryl Thompson</i>	Somerville 110 Rolling Brook Dr. TN 38068
13	Brad Thomps	<i>Brad Thomps</i>	Somerville 110 Rolling Brook Dr TN 38068
14	Tyler Sprayberry	<i>Tyler Sprayberry</i>	4385 Hwy 76 Moscow TN
15	Michael sprayberry	<i>Michael sprayberry</i>	Moscow TN 38057 4385 Hwy 76

Petition to Name the Bridge at 10395 Hwy 57 at Hayes Crossing
the Lewis R. Bradford Memorial Bridge

	NAME	SIGNATURE	ADDRESS
1	Stephanie Barlowic	Stephanie Barlowic	8845 Hwy 194 Williston TN 38076
2	Clayton Nance	Clayton Nance	330 Sugar Mill Dr Moscow TN 38057
3	Britt Lindsey	Britt Lindsey	11064 Bonnie Creek Cove Arlington TN 39002
4	Penny Hardy	Penny Hardy	1515 Good Springs Loop Williston, TN 38076
5	Barbara Bradford	Barbara Bradford	1920 Oak Grove Dr Moscow, TN 38057
6	Jeff Bing	JEFF Bing	#715 Saunders Creek Dr Rossuts TN 38066
7	David Robertson	David Robertson	1265 Hwy 57 Piperton TN 38017
8	Brian Rapprecht	Brian Rapprecht	745 Beckett ridge Cv. Collierville TN 38017
9	McKenzie Tatum	McKenzie Tatum	7890 Hwy 7105 Somerville TN 38068
10	Susan Bing	Susan Bing	205 Saunders Creek Dr Rossville TN 38066
11	Amanda Pickens	Amanda Pickens	285 Woodbridge Rd Spartanville TN 38068
12	Mariyah Thompson	M. Thompson	47 Fore Rd Mason TN 38049
13	Jim S Parks	Jim S Parks	3510 LeGrange Rd Somerville, TN 38068
14	Brandy Miller	Brandy Miller	6959 Meridian Rd Michigan City, Ms 38047
15	Lisa Hunsucker	Lisa Hunsucker	390 Porter Rd Middleton, TN 38052

Petition to Name the Bridge at 10395 Hwy 57 at Hayes Crossing
the Lewis R. Bradford Memorial Bridge

	NAME	SIGNATURE	ADDRESS
1	Teresa Mack	Teresa Mack	601 S Samerville St Sam + n 38068
2	Kim Rogers	Kim Rogers	1025 Mt. Morian Dr Samarville, TN
3	Julia Yager	Julia Yager	7770 Yager Dr Moscow, TN 38057
4	Amy Cannon	Amy Cannon	1000 Jones Chapel Dr Moscow, TN 38057
5	Cheryl Holt	Cheryl Holt	6820 Hwy 64 Oakland, TN 38060
6	Layla Thompson	Layla Thompson	1915 Ewell Rd Moscow TN 38057
7	Joe Burnette	Joe B. Burnette	565 Slayden Rd Moscow, TN 38057
8	Beverly Custard	Beverly Custard	240 Kylie Gable Oakland, TN 38060
9	Steve Lewis	Steve Lewis	2160 Shady Grove Williston, TN 38076
10	Kyle Brock	Kyle Brock	4385 Hwy. 76 Moscow TN
11	David Witsor	David Witsor	135 June Dr 38068
12	Kaley Cook	Kaley Cook	S Lakewood W Oakland TN 38060
13	Patti Carraway	Patti Carraway	509 Oak St. Samarville, TN 38068
14	Lisa Leape	Lisa Leape	780 Hay 1 Road Moscow TN 38057
15	Michael Anderson	Michael Anderson	1000 Jones Chapel Moscow TN

Petition to Name the Bridge at 10395 Hwy 57 at Hayes Crossing
the Lewis R. Bradford Memorial Bridge

	NAME	SIGNATURE	ADDRESS
1	Betty Salmon	Betty Salmon	905 Mt Pleasant Russville, In.
2	JD Miller	JD Miller	360 Hwy 193 Calloway, TN
3	Sasha Peterson	Sasha Peterson	155 Third St. Russville, TN 38066
4	Jennifer Wilson	Jennifer Wilson	701 S Somerville St Somerville TN 38068
5	Will Furdell	Will Furdell	500 Nashville Somerville, TN 38068
6	Manning Shady	Manning Shady	118 E Court Square Somerville TN 38068
7	Lacey Thompson	Lacey Thompson	3325 Watkins Dr Somerville, TN 38068
8	Carol Ann Fort	Carol Ann Fort	11120 Van Buren Rd. Caulsbery, TN 38067
9	Rex A. Brother ton	Rex A. Brattherton	360 AMES ROAD HICKORY VALLEY, TN 38042
10	Brandi Tice	Brandi Tice	1120 Oldfield LN Grand Jct TN, 38039
11	Hannah Teel Graves	Hannah Teel Graves	5925 Bobbitt Rd Moscow, TN 38057
12	Erin Wilson	Erin Wilson	504 Fenigan Dr #204 Somerville TN 38068
13	Niki Wilson	Niki Wilson	135 June Dr Somerville TN 38068
14	Steven Whittman	Steven Whittman	504 Fenigan Dr #204 Somerville TN 38068
15	Kerlin Tucker	Kateh Tucker	110 Shelby Dr Sliver, TN 38375

**Petition to Name the Bridge at 10395 Hwy 57 at Hayes Crossing
the Lewis-R. Bradford Memorial Bridge**

	NAME	SIGNATURE	ADDRESS
1	TERRY A. BOOKER	<i>[Signature]</i>	2215 STANSON ROSSVILLE, TN 38066
2	JERRY L. BRADFORD	<i>[Signature]</i>	1930 OAK GROVE DR MOSCOW TN 38057
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Commissioner Goodroe reported for the Heath and Welfare Committee, which met on October 10, 2022. The committee discussed the election of officers, hospital update, animal shelter, and the ambulance report.

HEALTH AND WELFARE COMMITTEE

Minutes
October 10, 2022

Present

Leggett Reeves, S Goodroe Perkins Crislip Canady

- 1) Election of Officers
 - Floor was opened for nominations
 - Perkins nominated Goodroe for Chair. There were no other nominations, and he was elected.
 - Reeves nominated Leggett for Vice -Chair. There were no other nominations, and he was elected.
 - Mayor Taylor agreed to act as secretary for the committee.
- 2) Hospital Update
 - Mayor Taylor reported to the committee on the responses he has received from additional questions posed to the two applicants, Braden Health and Poplar Avenue Clinic. He updated the committee on his communications with the Tennessee Hospital Association and that they recommended contacting one of the prominent attorneys in Nashville who work with hospital Certificate of Needs. He will contact the individual and is also looking for a consultant or analyst to give a recommendation on the received proposals. Once we have additional information, another hospital committee meeting will need to be held to receive direction going forward.
- 3) Animal Shelter Report
 - The Animal Shelter Committee has recommended the acceptance of a plan to build the Animal Shelter next to the Justice Complex. The plan would be expandable and would make use of a Construction Manager for flexibility in any changes and allow cost savings during the project. The cost of the project is projected to be \$1,543,442 and would require the issuance of debt. Currently we have a little less than \$400,000 in a reserve account. These funds are from donations, fees and court fines.
 - After discussion, the committee voted to recommend approval on a motion by Perkins, seconded by Leggett.
- 4) Ambulance Report
 - Mayor Taylor went over the report from the Ambulance Service for September.

Meeting adjourned.

Commissioner Watkins reported for the Personnel Committee which met on October 10, 2022. The committee discussed the election of officers.

PERSONNEL COMMITTEE
October 10, 2022
Minutes

Present
Laskoski
Reeves, M
Watkins
Crislip
Seals
Oglesby

1) Election of Officers

- Floor was opened for nominations
- Seals nominated Watkins for Chair and Oglesby for Vice-Chair
- There were no other nominations and they were approved.
- Mayor Taylor agreed to act as secretary for the committee.

Meeting adjourned.

Commissioner Webb reported for the Education Committee which met on October 11, 2022. The committee discussed the election of officers.

EDUCATION COMMITTEE

Minutes

October 11, 2022

Present

Wiggins

Moore

Reeves, M

Salmon

Webb

1) Election of Officers

- Floor was opened for nominations
- Wiggins nominated Webb for Chair. There were no other nominations, and he was elected.
- Salmon nominated Moore for Vice -Chair. There were no other nominations, and he was elected.
- Mayor Taylor agreed to act as secretary for the committee.

Meeting Adjourned.

Commissioner Rice reported for the Criminal Justice and Public Safety Committee which met on October 11, 2022. The committee discussed the election

of officers, sheriff's report, flock camera purchase requests, body and vehicle cameras, and inmate medical contract.

CRIMINAL JUSTICE & PUBLIC SAFETY COMMITTEE

**Minutes
October 11, 2022**

Present

Canady Rice Leggett Seals Wiggins Rhea

- 1) Election of Officers
 - Floor was opened for nominations
 - Rhea nominated Rice for Chair and Seals for Vice-Chair
 - There were no other nominations, and they were approved.
 - Mayor Taylor agreed to act as secretary for the committee.
- 2) Sheriff's Report
 - The committee reviewed last month's Sheriff Activity Report.
 - Sheriff Riles also provided a report on fentanyl in the county. There was another recent death for a total of 17 for the year.
- 3) Flock Camera purchase requests
 - Sheriff Riles asked that another 20 Flock cameras be rented for the roads in the county. The cost for the first year would be \$57,000 (\$2,500 per camera plus a \$350 installation fee), then \$50,000 recurring each year.
 - After discussion, the committee voted to recommend entering into the agreement for the cameras, on a motion by Leggett, seconded by Seals.
- 4) Body and Vehicle Cameras for the Sheriff's Department
 - Sheriff Riles brought to the committee a request to enter into a lease-purchase agreement for 50 sets of body and vehicle camera equipment, plus an additional 10 vehicle camera systems. The total cost will be \$765,660, with an initial \$162,240 for the first year and a reoccurring \$147,840 for the next four years. This package will include training, warranty, plus cloud storage and retrieval of the information.
 - A presentation was given by the provider and the committee discussed the different scenarios it would be helpful with.
 - The committee voted to recommend approval of the request on a motion by Seals, seconded by Canady.
- 5) Inmate Medical Contract
 - Sheriff Riles reported to the committee that the last day the current contract would be in effect would be November 30. He issued a Request for Proposal and received two applications. Of the two, one was superior and was chosen. The cost per year for the service will be \$864,516 and will provide 24/7 coverage of the inmates. The contract will cover the first \$50,000 in pharmaceutical costs and offer mental health counseling opportunities.
 - After discussion, the committee voted to recommend approval of the contract on a motion by Leggett, seconded by Canady.

Meeting Adjourned.

Commissioner Steve Reeves reported for the Budget Committee which met on October 11, 2022. The committee discussed the election of officers, inmate medical contract, body and vehicle cameras, flock cameras, economic development director, animal shelter, property assessor vehicle, air show recap and project, and request proposal for voting machines.

BUDGET COMMITTEE

Minutes

October 11, 2022

Present
Perkins

Rice

Webb

Oglesby

Reeves, S

Sills

Watkins

Goodroe

- 1) Election of Officers
 - Floor was opened for nominations
 - Oglesby nominated Reeves for Chair and Sills for Vice-Chair
 - There were no other nominations, and they were approved.
 - Mayor Taylor agreed to act as secretary for the committee.
- 2) Inmate Medical Contract
 - Sheriff Riles reported to the committee that the last day the current contract would be in effect would be November 30. He issued a Request for Proposal and received two applications. Of the two, one was superior and was chosen. The cost per year for the service will be \$864,516 and will provide 24/7 coverage of the inmates. The contract will cover the first \$50,000 in pharmaceutical costs and offer mental health counseling opportunities.
 - After discussion, the committee voted to recommend approval of the contract on a motion by Rice, seconded by Oglesby.
- 3) Body and Vehicle Cameras for the Sheriff's Department
 - Sheriff Riles brought to the committee a request to enter into a lease-purchase agreement for 50 sets of body and vehicle camera equipment, plus an additional 10 vehicle camera systems. The total cost will be \$765,660, with an initial \$162,240 for the first year and a reoccurring \$147,840 for the next four years. This package will include training, warranty, plus cloud storage and retrieval of the information.
 - A presentation was given by the provider and the committee discussed the different scenarios it would be helpful with.
 - The committee voted to recommend approval of the request on a motion by Rice, seconded by Goodroe.
- 4) Flock Camera purchase requests
 - Sheriff Riles asked that another 20 Flock cameras be rented for the roads in the county. The cost for the first year would be \$57,000 (\$2,500 per camera plus a \$350 installation fee), then \$50,000 recurring each year.
 - After discussion, the committee voted to recommend entering into the agreement for the cameras, on a motion by Rice, seconded by Oglesby.
- 5) Economic Development Director request
 - Mayor Taylor presented the committee with a proposal to hire an economic development director to help coordinate the activity in the county related to our normal growth plus the accelerated growth related to Blue Oval. The Fayette County Industrial Development Board has collected fees over the years and is able to contribute \$100,000 per year for two years toward the position. Also, a position in the Mayor's office can be repurposed to provide the benefits and additional funds needed for travel, studies and other costs associated with the position.
 - After discussion, the committee voted to recommend approval of the request on a motion by Sills, seconded by Perkins.

- 6) Animal Shelter Report
 - The Animal Shelter Committee has recommended the acceptance of a plan to build the Animal Shelter next to the Justice Complex. The plan would be expandable and would make use of a Construction Manager for flexibility in any changes and allow cost savings during the project. The cost of the project is projected to be \$1,543,442 and would require the issuance of debt. Currently we have a little less than \$400,000 in a reserve account. These funds are from donations, fees, and court fines.
 - After discussion, the committee voted to recommend approval on a motion by Goodroe, seconded by Perkins.
- 7) Property Assessor vehicle
 - Mark Ward, Fayette County Assessor of Property, has requested an additional vehicle for a new field assessor who has just finished training.
 - The committee discussed the request and identified opportunities within the Sheriff's Department and Ambulance Department where vehicles may be replaced. Those vehicles and the timing of their replacement will be reviewed.
- 8) Air Show Recap
 - Rusty Bliss, Fayette County Airport Director, reported to the committee on the attendance and finances of the recent airshow. The attendance was much better than last year, with an estimated 2500-3000 attendees. Also, the finances came within in budget and left enough to go toward next year's presentation.
- 9) Airport Projects review
 - Mr. Bliss reviewed with the committee two on-going projects. The first is the expansion for additional T-hangars. The pavement bid came in about \$300,000 higher than estimated. The bid was declined, and it will be bid again next spring. Second, he has received estimates to bring fiber to the airport. Internet service at the airport is poor and the only reliable option is to bring in a cable/fiber to service the area. He provided a couple of estimates by Comcast to bring in the service. The committee asked if there were other estimates and what the demand from tenants is. That will be brought back next month to act on.
- 10) Voting Machines "Request for Proposals"
 - Mayor Taylor reported to the committee that the Election Commission is required to replace their current voting machines with a variety that will have a paper "receipt." The cost will be about \$400,000 and will be reimbursed by the state. A Request for Proposal has been issued and will be in prior to the County Commission meeting. Depending on when the Election Commission meets and chooses a machine package, they may request permission to move forward with the purchase of the machines.

Meeting Adjourned.

Commissioner Steve Reeves made the motion to approve the inmate health care services agreement. The service agreement was passed by Criminal Justice and Public Safety Committee and the Budget Committee, the total cost would be \$864,516.00 a year. This will also cover \$50,000.00 in pharmaceuticals and health

opportunities. The motion was seconded by Commissioner Rice and passed unanimously.



FAYETTE COUNTY SHERIFF'S OFFICE



MEMORANDUM – Page 1 of 2

Date: September 30, 2022
To: Sheriff Bobby Riles
From: Chief Ray Garcia
RE: Request for Proposals – Inmate Medical Services

On 9-2-22 the Fayette County Sheriff's Office announced its solicitation of competitive sealed proposals for a comprehensive on-site 24 hour health care delivery system at the Fayette County Sheriff's Office Detention Center, located at 705 Justice Drive in Somerville, TN. The deadline to receive proposals was 12:00 Noon on Thursday Sept. 22, 2022, at which time proposals were opened for evaluation. Proposal specification packages were requested by email from the following:

MedTrust – 8610 Broadway St. Suite 270 San Antonio, TX 78217
Adam Parrish adam@mymedtrust.com

Diamond Pharmacy – 625 Kolter Drive, Indiana, PA 15701
Sara Amsdell Misko smisko@diamondpharmacy.com

Journey2Health – 5220 Park Ave Ste 100 Memphis, TN 38119
Yolanda Conners y.conners@1journey2health.org

Questions were emailed from potential proposer MedTrust, and a document containing those questions and answers was emailed to all three companies who had originally requested proposal specification packets.

Only two proposals were received, MedTrust and Journey2Health. Diamond Pharmacy did not submit a proposal because after email correspondence it was determined this company was not prepared to propose a full comprehensive onsite healthcare solution.

Members of the Fayette County Sheriff's Office Command Staff were given opportunity to read and review the proposals received. On 10-2-22 Chief Travis Davenport, Chief Ray Garcia, Admin. Assistant Lynn Sparks, and Operations Support Supervisor Katherine Allen of the Command Staff met to discuss the details of the proposals received. Discussions of the proposals are detailed on the following page of this memorandum.



FAYETTE COUNTY SHERIFF'S OFFICE



MEMORANDUM -- Page 2 of 2

Journey2Health, LLC - The proposal from Journey2Health, LLC only provided a 4 page description of Journey2Health's vision and brief bios of the staff. There was a proposed contract and photocopies of licenses and certificates. The proposal was crude in form, presented as loose pages in an envelope. The proposer did not provide any references or indication that they have ever provided a comprehensive 24 hour inmate healthcare program in any other facility. The focus of the clinicians and the practice appears to be that of mental health and addiction recovery. While that is a component of inmate healthcare, there was no detail of basic healthcare strategies in the proposal nor was there any type of staffing plan or description of how their proposal would be implemented if selected. There is no indication that Journey2Health has sufficient staff to provide 24 hour coverage at the facility or a strategy to provide coverage during unexpected absences of staff. The sample contract submitted in the proposal is a duplicate of the current contract Fayette County has with outgoing provider QCHC. The QCHC contract was provided to proposers as part of the questions and answers and it appears that Journey2Health took this contract and modified names and dollar amounts within.

MedTrust - The proposal from MedTrust presented a very detailed plan for implementation of a comprehensive medical program in a jail environment. The proposal detailed the company's history in managing healthcare programs nationwide as well as highlighting the team that is dedicated to inmate / correctional healthcare. MedTrust specialized in providing healthcare staffing services in 2001 and provided references of correctional facilities throughout the nation. MedTrust operates multi-million dollar contracts with agencies at local and federal levels including Walter Reed National Military Medical Center. The proposal clearly defined the services provided as well as clear descriptions regarding cost responsibilities. The MedTrust proposal clearly explains their staffing plan as well as their methodology for hiring and retention. MedTrust has staff in place to provide coverage in the event of unexpected absences or other events. MedTrust provides a clear plan to avoid off-site treatment and expenses whenever possible and even appears to be prepared to provide more services on-site than our current medical provider.

Conclusions

After evaluating the two proposals, the MedTrust proposal appears to be the clear choice for providing a competent and effective medical program to our facility. They were the only proposer with a history in providing such services that was able to produce references and proof of success in meeting the needs set out in the RFP. The proposal from Journey2Health, its form, format and contents indicate that the company may not be prepared to provide a comprehensive program at a facility such as ours and that they have little or no experience in the management of a correctional healthcare program. I believe the selection of Journey2Health based upon the proposal would be a liability to our agency because there was no demonstration of ability to provide sufficient services our inmate population. I believe that the MedTrust proposal represents the best choice in inmate care and liability reduction.

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10/21/2022



**FAYETTE COUNTY
SHERIFF'S OFFICE
SHERIFF BOBBY RILES**

**Invitation to Submit Proposals
September 2, 2022**

The Fayette County Sheriff's Office is soliciting competitive sealed proposals for a comprehensive on-site 24 hour health care delivery system at the Fayette County Sheriff's Office Detention Center, located at 705 Justice Drive in Somerville, TN. The Fayette County Sheriff's Office Detention Center is seeking proposals that will minimize and/or eliminate the need to transport inmates and detainees off-site for medical needs by providing staffing and equipment within the jail facility. This health care system should address medical, mental health, dental care, diagnostic tests, and pharmaceuticals. This facility houses both male and female detainees, sentenced inmates, and federal prisoners. Fayette County reserves the right to reject or accept any and all proposals, to waive any informality in proposals received, or reject any item or any proposal. Proposals must be received by 12:00 Noon on Thursday Sept. 22, 2022, at which time proposals will be opened for evaluation.

TERMS AND CONDITIONS

Individuals wishing to submit proposals must contact Chief Deputy Ray Garcia with the Fayette County Sheriff's Office to receive detailed proposal specification information. Contact can be accomplished via email at rgarcia@fcsotn.org. Individuals submitting proposals must obtain the proposal response cover sheet which must be submitted along with the proposal details. Failure to follow these guidelines may result in a proposal being rejected.

Proposals are to be addressed : Fayette County Sheriff's Office
P.O. Box 219
705 Justice Drive
Somerville, TN 38068

The sealed envelope containing the proposal must be clearly marked "Inmate Medical Services Proposal".

Questions may be directed to Chief Deputy Ray Garcia via email at rgarcia@fcsotn.org

Fayette County is committed to compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d). In accordance with this act, Fayette County does not discriminate based upon race, color, or national origin in federal, state, or local sponsored programs. By virtue of submitting a response to this solicitation, individuals submitting proposals agree to comply with the same non-discrimination policy.

705 JUSTICE DRIVE P.O. BOX 219 SOMERVILLE, TN 38068 (901) 465-3456 FAX (901) 466-3950
Page 131 of 235 10/21/2022

**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE HEALTH CARE SERVICES
At the Fayette County Sheriff's Office Detention Facility
Somerville, TN 38068
September 7, 2022**

Fayette County requests proposals for a comprehensive, health care delivery system at the Fayette County Sheriff's Office Detention Center, located at 705 Justice Drive in Somerville, TN 38068. This facility (the "Jail") houses both male and female detainees, sentenced inmates, and federal prisoners. The maximum capacity of the jail is 189 inmates. The average daily population of the Jail over the past 12 months has been 70. The proposal should be based on an average daily population of 75-100 inmates for the next year with options for higher populations up to and potentially exceeding maximum capacity.

To be considered a valid proposal, each organization submitting a proposal ("Proposer") must assure receipt by the Fayette County Sheriff's Office of one original proposal and one duplicate at the following address not later than 12:00 noon local time, Thursday September 22, 2022:

Fayette County Sheriff's Office
ATTN: Inmate Medical Services Proposal
P.O. Box 219
705 Justice Drive
Somerville, TN 38068

It is the intent of Fayette County to award a health care contract for a one-year term beginning December 1, 2022 and ending December 1, 2023. Fayette County intends to include in the contract a right to automatically extend the term of the contract for additional one-year terms, provided such extensions are in the best interests of the parties. The dates of the contract are subject to change based upon factors such as the time necessary to evaluate proposals, negotiate contract terms, etc.

Fayette County reserves the right to reject, in whole or in part, any and all proposals received by reason of this Request For Proposals (RFP). Fayette County will not pay for any information herein requested, nor will Fayette County be responsible for any costs incurred by the Proposer. All proposals shall become the property of Fayette County upon submission. Fayette County reserves the right to negotiate the final price subsequent to the submission of proposals, from the selected qualified Proposers.

Questions concerning this RFP and any request to tour the facility must be directed to:

Chief Deputy Ray Garcia
Fayette County Sheriff's Office
705 Justice Drive
P.O. Box 219
Somerville, TN 38068
(901) 466-3933
rgarcia@fcsotn.org

The selection of a winning Proposer for contract will be made using the following three-step process:

1. In order to be initially selected, the Proposer(s) must meet the "Minimum Qualifications of the Proposers" as included in this RFP, and their proposal must satisfy both the "Mandatory Requirements For All Proposals" and the "Objectives of the RFP", also contained in this RFP.
2. After the conditions outlined in #1 are met, Proposer(s) will be ranked based on the quality of the response to this RFP, experience, complexity, price, and references.
3. One or more of the Proposers may be invited to make oral presentations to a selection committee or to the Commissioners or to answer questions.

If a final award is made, such award will be made to the Proposer who meets the above stated selection sequences and is judged best able to provide a health care delivery system at the Jail.

Proposals which do not meet the mandatory requirements will be considered non-compliant and rejected. After the evaluation of the proposals and the selection of the successful contractor, all Proposers will be notified in writing of the selected firm.

Fayette County is committed to compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d). In accordance with this act, Fayette County does not discriminate based upon race, color, or national origin in federal, state, or local sponsored programs. By virtue of submitting a response to this solicitation, individuals submitting proposals agree to comply with the same non-discrimination policy.

OBJECTIVES OF THIS RFP

Each response will be evaluated as to its achievement and compliance with the following stated objectives:

1. To deliver 24 hour on-site high quality health care services that can be audited against established standards.
2. To operate the health care program in a cost-effective manner with full reporting and accountability to the Sheriff, Jail Administrator, and Fayette County.
3. To operate the health care program with 24 hour onsite staffing minimizing the need for offsite medical care where possible, and using only licensed, certified and professionally trained personnel.
4. To implement a written health care plan with clear objectives, policies, and procedures.
5. To maintain an open and cooperative relationship with the administration and staff of the Jail.
6. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.
7. To operate the health care program in a humane manner with respect to the inmate's right to basic health care services.
8. To provide for a fair and objective evaluation of proposals that will result in a mutually satisfactory contract between the successful Proposer and Fayette County.

MINIMUM QUALIFICATIONS FOR ALL PROPOSERS

Fayette County requires that any Proposer meet the following minimum qualifications. Failure to meet each of these qualifications may result in the Proposer's disqualification.

1. The Proposer must be organized and existing for the primary purpose of providing health care services.
2. The Proposer must have at least three (3) continuous years of corporate experience in administering health care programs.
3. The Proposer must carry professional liability insurance in an amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. This insurance must cover the Proposer organization and all of its employees, and Proposer must provide proof of the same level of coverage for sub-contractors used. A certificate of insurance naming Fayette County as additionally insured must be submitted prior to execution of any contract. This certificate must name Fayette County as an additional insured party. A sample certificate showing actual coverage limits must be submitted with the proposal.
4. Proposer must also provide general liability insurance coverage of at least \$1 million combined single limits, and automobile liability coverage for owned, non-owned, and rented automobiles. A sample certificate showing actual coverage limits must be submitted with the proposal.
5. The Proposer must demonstrate its ability to provide a health care system specifically for a correctional facility like Fayette County Jail. It must be able to demonstrate that it can complete the transition process from the current healthcare provider and be operational upon the contract start date, and that it has a proven system of recruiting staff and adequate support staff in its central office capable of competently supervising and monitoring its operation.

MANDATORY REQUIREMENTS FOR ALL PROPOSALS

Proposals need not be in any particular form. All proposals, however, must contain the following special information:

1. All proposals must contain sufficient information concerning the Inmate Health Care Program that the Fayette County representatives may evaluate whether or not the Proposer meets "Minimum Qualifications For All Proposers".
2. All proposals must list by name, address and administrator name (with phone number) at least three agencies or institutions where Proposer is providing medical care and the length of time each contract has been in effect. This list will be used as a source of references for the Proposer.
3. A statement that the policies and procedures for the medical program will be developed by the Proposer and will be based on the standards developed by the National Commission on Correctional Health Care (NCCHC).
4. All proposals must contain a full and complete staffing plan with a statement as to the staff positions and titles, and the number of actual hours per week to be worked on-site at the jail. Also, the proposal must state clearly how any temporary vacancy will be handled, and how the proposer intends to maintain 24 hour onsite staffing during such vacancy.
5. The proposal must explain in detail how medical care for inmates at the Jail will be delivered. This proposal must state which services will be provided directly by the proposer and which (if any) will be subcontracted and who the proposer intends to subcontract those services with. The proposal must include a statement from all proposed subcontractors confirming their consent to participate and provided as a subcontractor in this proposal, if awarded.
6. All proposals must contain a specific annualized price for a base population of 75 to 100 inmates for all medical care rendered under the resulting contract, taking into account the requirements of #8 below. Provider must state one annualized price for the first year of the contract (and monthly price) and another annualized price (or price escalation factor) for subsequent year(s). Any other exceptions to the specific price shall be stated, such as per diem charge for an increase in average daily population above the base level.
7. Each proposal shall describe how billing to the Fayette County will be handled, and the expected terms for payments by the County to the Proposer.

8. Fayette County is willing to share responsibility for the costs of medical care in certain specific cost categories in order to assist the Proposer in predicting its costs and potential liabilities. All proposals must specifically state these limits of responsibility so proposed, and how Fayette County would share in these costs after the cost limits have been reached.

The specific item or classification of cost and the assigned responsibility for covering the cost for each item should be explained fully. The following listing should be used for a checklist. The line items or categories of costs are listed below:

- a) Nurse wages and benefits
- b) Physician medical director on-site
- c) Any other on-site program provider (Dentist, etc.)
- d) Policies and Procedures development
- e) medical supplies
- f) minor equipment (over \$500 per single item or unit)
- g) repairs on existing equipment
- h) over-the-counter medications
- i) clinical lab procedures
- j) office supplies
- k) folders and forms
- l) travel expenses
- m) long-distance phone calls
- n) publications and subscriptions
- o) any necessary pharmacy licenses/permits
- p) medical hazardous waste disposal
- q) all required insurance as specified in this RFP
- r) administrative services (cell phone, fax machine, internet connection, etc.)
- s) training for officers in the jail on various topics
- t) all other specific on-site medical services
- u) off-site medical services
- v) on-site mental health services (to include PREA sexual abuse counseling)
- w) off-site mental health services (to include PREA sexual abuse counseling)
- x) x-ray services on-site
- y) x-ray services off-site
- z) on-site dental services
- aa) off-site dental services
- bb) formulary prescription medications for county inmates
- cc) non-formulary prescriptions medications for county inmates

Each line item above must be assigned to a responsibility either for Proposer to pay, County to pay, or Proposer to pay with limitations, and if limited, then a reference to the proposal section where the limits are explained.

9. The proposer shall provide a statement confirming understanding that the Fayette County Detention Center has a zero-tolerance policy for sexual abuse and sexual harassment and that they will comply with all provisions of the Prison Rape Elimination Act of 2003 (PREA).
10. The proposer shall ensure and provide documentation that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in:
 - a. How to detect and assess signs of sexual abuse and sexual harassment;
 - b. How to preserve physical evidence of sexual abuse;
 - c. How to respond effectively and professionally to victims of sexual abuse and sexual harassment; and
 - d. How and to whom to report allegations or suspicions of sexual abuse and sexual harassment.
 - e. Appropriate training to conduct forensic examinations
 - f. The proposer shall maintain and provide documentation that medical and mental health practitioners have received the training referenced in PREA standards either from the agency or elsewhere.
 - g. Medical and mental health care practitioners shall also receive the training mandated for employees under PREA standard § 115.31 or for contractors and volunteers under PREA standard § 115.32, depending upon the practitioner's status at the agency.
11. The proposer shall provide a statement confirming that if the Fayette County Detention Center's PREA screening instrument pursuant to PREA standard § 115.41 indicates that a jail inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, the proposer shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioners within 14 days of the intake screening. The proposer shall offer medical and mental health evaluation and, as appropriate, treatment to all inmates who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility.
12. The proposer shall provide a statement that they will conduct a mental health evaluation of all known inmate-on-inmate abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.
13. The proposer shall provide a statement confirming that inmate victims of sexual abuse shall receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment.

14. The proposer shall provide a statement confirming that inmate victims of sexual abuse while incarcerated shall be offered timely information about and timely access to emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care, where medically appropriate.
15. The proposer shall provide a statement that the evaluation and treatment of sexual abuse victims under PREA shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody. The proposer shall provide such victims with medical and mental health services consistent with the community level of care.
16. The proposer shall provide a statement that inmate victims of sexually abusive vaginal penetration while incarcerated shall be offered pregnancy tests. If pregnancy results from vaginal penetration while incarcerated, such victims shall receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services.
17. The proposer shall provide a statement that inmate victims of sexual abuse while incarcerated shall be offered tests for sexually transmitted infections as medically appropriate.
18. The proposer shall provide a statement that sexual abuse treatment services provided as required by PREA shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
19. In order to better understand all of the working terms being proposed, the Proposer shall provide with its response to this RFP a sample contract for consideration, in case the Proposer should be awarded the contract.
20. Proposer must be willing to sign a contract within 10 days of contract award date and provide a plan to coordinate transition with the current healthcare provider in order to be operational to provide services on the contract start date of December 1, 2022.

SCOPE OF CONTRACT

The Proposer who is selected to provide the services described in this RFP (hereinafter "Provider") shall be the sole supplier and/or coordinator of the health care delivery system at the Fayette County Sheriff's Office Detention Center (the "Jail".) Provider shall be responsible for all medical care for all inmates at the Jail. The term "medical care" includes both "mental health care" as well as "dental care". Mental health care shall include sexual abuse counseling as mandated by the Prison Rape Elimination Act. This responsibility of Provider for the medical care of an inmate commences with the commitment of the inmate to the custody of the administration of the Jail and ends with the discharge (or temporary release) of the inmate from the custody of the Jail.

Inmates housed in jails not covered under the terms of this RFP, or the resulting contract, will not be included in the Provider's responsibility while they are housed at other facilities or while being transported. Inmates held in the Jail for other jurisdictions such as other counties or the US Justice Department will be included in the count, and the on-site care for these inmates will be the responsibility of the Provider for nursing and physician care, any supplies used, and for over-the-counter medications. Other medical costs which can be identified for specific inmates such as prescriptions, x-rays, dental procedures, and all off-site medically related consultations and procedures will be billed back to the originating agency, either by the County, the actual community agency providing the care, or by the Provider.

SPECIFICATIONS

The winning Proposer hereafter referred to as "Provider", will operate under the following Specifications with regard to the resulting contracted program, unless other terms are agreed-to by each of the parties.

1. Health care services must be provided in substantial compliance with the *Jail Health Standards*, current edition, published by the National Commission on Correctional Health Care (NCCHC).
2. Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in this RFP, the proposal selected, and the resulting contract. All medical staff providing services under this contract must be licensed to practice in the State of Tennessee.
3. Provider shall review the Receiving Screening including the PREA screening instrument that is completed by officers on all new commitments to the Jail within twenty-four (24) hours of arrival at the Receiving facility. Such review shall be conducted by a licensed medical professional.
4. The Receiving Screening should include all elements covered by Standard J-30 of the *Standards for Health Services in Jails*, current edition, published by the *Jail Health Standards*, current edition, published by the National Commission on Correctional Health Care (NCCHC). The PREA screening shall include all elements required under PREA standard § 115.41 "Screening for risk of victimization and abusiveness".
5. A standard form will be used for purposes of recording the information of the Receiving Screening and PREA intake screening and will be included in the health record of the inmate.
6. Provider shall perform a comprehensive Health Assessment on any inmate within fourteen (14) calendar days (or such other stricter time limit as required by statute or controlling authority) of the arrival of the inmate at the Jail. Such assessment shall be performed by a qualified medical professional.
7. Provider shall identify the need, schedule, and coordinate all non-emergency and emergency medical care rendered to inmates inside or outside the Jail, and pay for such care unless limited as to payment responsibility.
8. Provider shall identify the need, schedule, and coordinate any hospital care of any inmate of the Jail, and pay for such care unless limited as to payment responsibility specifically stated in the proposal. This shall include all institutional charges, physician charges and any and all additional charges for medical care. This also

includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.

9. Provider shall identify the need as well as schedule and coordinate all physician services rendered to inmates inside or outside the Jail, and pay for such care unless limited as to payment responsibility. At a minimum, Provider shall identify a "responsible physician" who shall conduct sick call and generally provide such care as is available in the community. The "responsible physician" or another covering physician shall be on call to the nurse seven (7) days per week, twenty-four (24) hours per day for emergency situations.
10. Provider shall identify the need, schedule, and coordinate all supporting diagnostic examinations, both inside and outside the Jail, and pay for such care unless limited as to payment responsibility. This includes laboratory testing procedures.
11. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.
12. Provider shall identify the need, schedule, and coordinate mental health services rendered to inmates inside the Jail, and pay for such care unless limited as to payment responsibility. The cost of court-ordered evaluations and any inpatient hospital commitments at a state facility will not be a part of the provider responsibility.
13. Provider shall provide the dental program for the entire inmate population. Dental screening shall be given to all inmates within fourteen (14) calendar days of his or her admission to the Jail.
14. Provider shall provide a total pharmaceutical system for the Jail beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary record keeping. The Provider shall be responsible for the costs of all drugs administered, unless limited as to payment responsibility which must be specifically stated in the submitted proposal.
15. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Jail.
16. Provider shall provide and pay for all equipment and supplies (or specify otherwise) that are used in the health care delivery system being proposed for the Fayette Facility.

17. Provider shall maintain complete and accurate medical and dental records separate from the Jail confinement records of the inmate. In any criminal or civil litigation where the physical or mental condition of an inmate is at issue, Provider shall provide the Sheriff or authorized County Official with access to such records and, upon request, provide copies.
18. Provider shall provide a consultation service to the Sheriff on any and all aspects of the health care delivery system at the Jail, including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, and on any other matter relating to this contract upon which Fayette County seeks the advice and counsel of the Provider.

GENERAL CONDITIONS

1. The duration of this contract shall be from December 1, 2022 and ending December 1, 2023. Thereafter, this contract may be extended, upon agreement of the parties, for any number of subsequent one-year terms. The dates of the contract are subject to change based upon factors such as the time necessary to evaluate proposals, negotiate contract terms, etc.
2. The health care delivery system must conform to State standards for medical services provided in correctional institutions as established by the Department of Corrections, Tennessee Corrections Institute, or other appropriate State authority, or by statute. The system must be in substantial conformance with the *Jail Health Standards*, current edition, published by the National Commission on Correctional Health Care (NCHC).
3. Provider shall comply with all provisions of the Prison Rape Elimination Act of 2003 (PREA).
4. Provider shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate. Provider shall be required to render emergency care at any location on Criminal Justice Complex property.
5. Provider shall have no responsibility for security at the Jail or for the custody of any inmate at any time, such responsibility being solely that of the Jail. Provider shall have sole responsibility in all matters of medical, mental health and dental judgment. Provider shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff and his staff shall support, assist and cooperate with Provider, and Provider shall support, assist and cooperate with the Sheriff whose decision in any non-medical matter shall be final. All decisions involving the exercise of medical, mental health or dental judgment are still the responsibility of the Provider.
6. Provider shall indemnify and hold harmless Fayette County and its agents, servants and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities in connection with the provision of its services at the Jail.
7. Provider shall have professional liability insurance coverage with limits of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate under such coverage. This insurance shall specifically cover provider and the services provided under this contract. Evidence of such insurance shall be presented to the County prior to the execution of the contract. Failure to maintain such insurance shall be grounds for immediate termination of this contract.

8. Provider must also provide general liability insurance coverage of at least \$1 million combined single limits, and automobile liability coverage for owned, non-owned, and rented automobiles. A certificate of insurance naming Fayette County as additionally insured must be submitted prior to execution of any contract. A sample certificate showing actual coverage limits must be submitted with the proposal.
9. Policies and Procedures of the Provider relating to medical care are to be established and implemented solely by the Provider. In areas that impact upon the security and general administration of the Jail, the Policies and Procedures of the Provider are subject to review and approval of Fayette County. The Sheriff) or other authorized County Official retains the right to review and approve Policies and Procedures of the Provider in any area affecting the performance of his responsibilities under law.
10. Either party to the contract may terminate the Agreement without cause by giving at least 90 days written notice to the other party.
11. Neither the obligations nor the rights of the Provider under any resulting contract may be assigned by the Provider without the express written consent of Fayette County, whose consent shall not be unreasonably withheld.
12. The resulting contract shall be governed by and construed according to the laws of the State of Tennessee.

ATTACHMENT 1

**Proposal Response Cover Sheet
Health Care Services**

TO: Fayette County Sheriff's Office Detention Facility
Somerville, TN 38068

The undersigned, having carefully read and considered the Request for Proposal to provide Health Care Services and does hereby offer to perform such services on behalf of the County, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the price per meal set forth in said proposal.

PROPOSER:

Company Name: _____

Doing business as an individual partnership a corporation a limited liability company (mark appropriate box), duly organized under the laws of the State of _____.

By: _____
(Signature of authorized representative) (Please print or type name)

Principal office address:

Street Address: _____

City _____

Telephone _____ Fax _____

E-mail Address _____

Taxpayer Identification Number:

Employer I.D. No. _____ or Social Security No. _____
(Corporation or Partnership) (Individual)

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET AND THE PROPOSAL
CONTENT & EVALUTIONS REQUIRMENTS LISTED ON THE FOLLWING PAGES.**

All proposals submitted shall be binding for ninety calendar days following the due date.

Fayette County Detention Center

Response to Questions Regarding RFP for Inmate Healthcare Services - 2022

1. **What is the average number of inmates housed that have another payer for any aspects of their healthcare (e.g., Federal inmates, State inmates...)**

As of today's date (9/15/22) we are housing 4 Federal inmates and 17 TDOC inmates. While are USMS and TDOC numbers have been consistently low since the time of the COVID19 pandemic, these numbers are subject to change at any time based upon the needs of TDOC or USMS.

2. **When do you anticipate the next audit involving medical services (e.g., NCCHC, State of TN.)**

The only audits that we have any involvement with are from Tennessee Corrections Institute, USMS and PREA (Prison Rape Elimination Act). T.C.I. audits occur randomly/unannounced at least annually for the purpose of determining jail compliance with State of Tennessee jail standards. USMS has also conducted their onsite audit for housing federal prisoners. We are currently in a PREA audit cycle which has already completed its on-site portion. FCDC does not hold any other certifications that require audit.

3. **What, if any, are the current struggles in the provision of inmate healthcare to the standards you'd like?**

We have observed staffing struggles with the current inmate medical provider which has resulted in numerous occasions where there was no medical staff available to be onsite. Additionally, the current medical provider has been forced to use travel nurse or other agency staff, which can present challenges due to the fact that they are not regular staff familiar with the facility and the contractor's policies.

4. **What, if any, would you like to see different in your inmate healthcare program?**

We would like to see inmate medical providers further reduce the need for transport and care outside the facility as much as possible without compromising quality of healthcare provided. This will further reduce potential escape risks, security risks, personnel costs, etc. We would like to see staffing assurances so we do not have a situation with no staff on-site.

5. **Has the county/Sheriff's Office budgeted for the substantial cost increases to hire and retain medical staff due to shortage of healthcare providers nationwide and the impact COVID-19 has had in the healthcare field?**

The current budget is based off of the existing inmate medical contract figures and FY 2021-2022 expenditures.

Fayette County Detention Center

Response to Questions Regarding RFP for Inmate Healthcare Services - 2022

- 6. Please estimate the number of current healthcare staff you anticipate staying on if a new company is selected as your inmate healthcare partner/provider? How many current employees would you prefer not to keep, if any?**

Fayette County/FCDC does not employ any healthcare staff. All current healthcare staff are employees of the current healthcare vendor. The decision of whether or not to solicit any staff of the current vendor shall be at the discretion of the proposer awarded the new healthcare contract.

- 7. What is the current number of contracted healthcare FTEs providing inmate healthcare services?**

As we do not employ the healthcare staff, FCDC is unaware of the total number of full time staff that our vendor currently has. The vendor provides an RN on duty during the daytime hours of 8a-4p Mon-Fri, an LPN 6a-6p and 6p-6a 7 days per week. There is one nurse practitioner that is on call to the nursing staff 24/7 who attends the jail weekly. There is one physician who is on call to the staff 24/7 who attends the jail on occasion.

- 8. Please provide the current staffing matrix showing how many FTE's by title/license type and what shifts.**

We do not have this information available to us as the responsibility of staffing levels and ensuring the appropriate licensure type to meet the needs of the FCDC is the responsibility of the vendor. See current contract for staffing information.

- 9. What was the most recent fiscal year fully loaded cost for inmate healthcare?**

*\$782,167 was the audited FY19-20 expenditure amount.
\$521,861 was the audited FY20-21 expenditure amount.
FY21-22 has not been audited but initial reports indicate \$699,653
(These figures represent all aspects of inmate healthcare including dental, mental health, ER visits, hospital procedures/stays, etc.)*

- 10. Are there any current lawsuits pending relating to inmate healthcare? If so, how many?**

There are no active lawsuits regarding inmate healthcare.

- 11. When was the last completed suicide within the facilities?**

There have been no completed suicides within the facility since the current Sheriff's administration has been in office (2006).

Fayette County Detention Center

Response to Questions Regarding RFP for Inmate Healthcare Services - 2022

12. Page 8 of the RFP lists specific items for classification of costs and responsible party. Please clarify who is currently financially responsible for the following items:

- a. Medical supplies
- b. Minor equipment (over \$500 per single item or unit)
- c. Repairs on existing equipment
- d. Over-the-Counter medications
- e. Clinical lab procedures
- f. Office Supplies
- g. Folders and Forms
- h. Long-distance phone calls
- i. Any necessary pharmacy licenses/permits
- j. Medical hazardous waste disposal
- k. Administrative services (cell phone, fax machine, internet connection, etc.
- ~~l. Training for officers in the jail on various topics~~
- m. All other specific on-site medical services
- n. Off-site medical services
- o. X-ray services on-site x) X-ray services off-site
- p. On-site dental services
- q. Off-site dental services
- r. Formulary prescription medications for county inmates
- s. Non-formulary prescription medications for county inmates

Please see copy of current healthcare contract for financial responsibilities.

13. Page 9 RFP states "Inmates held in the Jail for other jurisdictions such as other counties or the US Justice Department will be included in the count, and the on-site care for these inmates will be the responsibility of the Provider for nursing and physician care, any supplies used, and for all medications. Other medical costs which can be identified for specific inmates such as prescriptions, x-rays, dental procedures, and all off-site medically related consultations and procedures will be billed back to the originating agency, either by the County, the actual community agency providing the care, or by the Provider."

- Who currently bills for the services for inmates held in the jail for other jurisdictions such as other counties or the US Justice Dept?
FCDC is responsible for and pays the initial costs for all inmates housed at FCDC. Reimbursement requests are submitted per the terms of Fayette County's inmate housing contracts with USMS and TDOC. For Federal inmates, any offsite healthcare must be preapproved and is billed directly to USMS.

- 14. Are routine covid tests completed at booking on every inmate? If so, who completes them and who is financially responsible for providing the tests?**

COVID19 tests are completed on inmates within 3-4 days of intake at FCDC. All inmates are housed in booking until negative results are received. Tests were previously conducted free of charge to FCDC by a private medical firm receiving grant funds for the purpose of community testing. Currently tests are being provided free of charge by TN Health Department.

- 15. Does a medical employee see all inmates upon arrival to the facility to medically clear him/her for admittance? Does the facility ever deny acceptance of detainees into the facility based upon medical concerns? If so, what is the process for medical clearance?**

Medical staff will generally conduct an initial intake assessment, within the first 2-3 hours of intake. While we work with our local police agencies and request professional courtesy in not bringing inmates to the jail that are in need of immediate medical attention, per state laws and based upon Attorney General opinions FCDC cannot refuse to accept any prisoner charged with a crime and must bear the responsibility of the medical needs of prisoners booked into FCDC. If an inmate is brought in and there is any question as to his/her medical condition or the need for urgent care medical staff is immediately summoned to determine if the inmate needs medical care beyond the capabilities in-house medical staff can provide. If an inmate needs medical treatment outside the facility, medical staff make the determination regarding whether EMS should be contacted for transport or if the inmate should be transported by Sheriff's Office personnel non-emergency to an ER in one of our neighboring counties.

- 16. Does the facility ever deny acceptance of detainees into the facility based upon medical concerns? If so, what is the process for medical clearance?**

We work with our local police agencies and request professional courtesy in not bringing inmates to the jail that are in need of immediate medical attention. Per state laws and based upon Attorney General opinions, FCDC cannot refuse to accept any prisoner charged with a crime and must bear the responsibility of the medical needs of prisoners booked into FCDC. If medical staff determine an intake is not in a condition to be safely housed and treated on-site and there is a need for transport, administrative staff will be contacted to make determinations about possible incarceration alternatives such as citation, furlough, etc.

Fayette County Detention Center

Response to Questions Regarding RFP for Inmate Healthcare Services - 2022

- 17. Who completes the rounds on an inmate placed on suicide watch? Are they 15min rounds or is constant watch used in this facility? If they are constant watch, who is responsible to watch them?**

Inmates on suicide watch are observed a minimum of once every 15 minutes by FCDC Detention Officers.

- 18. What is the average length of time it takes the facility to complete background checks on potential civilian employees?**

It shall be the responsibility of the vendor to show proof that an F.B.I. fingerprint based background check has been completed by providing a certified copy of the results for all staff that will be working onsite inside the facility. FCDC verifies these checks based upon the fingerprint report provided by the vendor, which is done in minutes via in-house NCIC computer.

- 19. Does Fayette County require civilian employees to complete in-house security training provided by the Fayette County Sheriff's office? If so, within what time frame and how many hours does the in-house security training require?**

Tennessee Corrections Institute requires 16 hours of in-service training annually which is provided by TCI staff or local trainers. This training may cover a variety of corrections related topics and varies. FCDC does not specifically provide security training to contracted medical staff. FCDC will conduct a facility orientation with all new contracted staff. It shall be the responsibility of the vendor to ensure that appropriate PREA training has been conducted and a certificate of completion provided prior to working with inmates at the facility.

- 20. Who is the current pharmacy vendor?**

All pharmaceuticals are managed, provided, administered and distributed by the current inmate medical provider.

- 21. What was the cost of pharmaceuticals from 1/21 to present?**

Pharmaceutical costs are included in the pricing billed for inmate medical services. A breakdown of medical costs would have to be provided by current contracted vendor. This billing information is not maintained by the FCDC. The documentation that we maintain at the FCDC accounts for all inmate medical expenses from one central line item for Inmate Medical Costs and does not break those costs down by specifics. See inmate contract for details regarding costs and compensation.

- 22. Please provide a statistical report including offsite utilization by specialty, inmates on OTC meds, inmates on prescriptions meds, inmates on HIV and biologics, inmates on psych meds, onsite services such as x-rays, sonograms, labs, and inmates on dialysis for the last year.**

FCDC does not have a compiled statistical report of specifics regarding inmate procedures and medications. This information would have to be provided by the current contracted medical vendor who has the responsibility for maintaining records on inmate health procedures.

- 23. Do you have negative pressure rooms?**

There is a housing cell in inmate medical that our HVAC contractor has reversed the airflow within, but there are no "certified/monitored" negative pressure rooms.

- 24. Are there any housing cells in the medical department? If so, how many?**

Inmate medical contains one housing cell.

- 25. Do the nurses work 12 or 8-hour shifts?**

The current medical nursing staff has adjusted their schedule between 12 and 8 hour shifts according to their staffing availability.

- 26. Do you feel the current staffing level in place is adequate or would you like increased staffing? If so, how much and what licensure level/s should be increased?**

The current staffing is adequate as long as positions are filled to ensure a medical staff member onsite 24/7.

- 27. Please provide a list of any vacancies, by position, and how long each vacancy has been open?**

FCDC does not have the staffing information regarding contracted vendor employee vacancies.

- 28. Please provide a copy of the current medical contract**

See attached contract Quality Correctional Health Care (QCHC).

- 29. Please provide the name of the local mental health provider.**

Professional Care Services is the local State of Tennessee contracted mental health crisis provider. FCDC also uses Journey 2 Health on an as needed basis for mental health counseling and PREA related sexual abuse counseling services.

Fayette County Detention Center

Response to Questions Regarding RFP for Inmate Healthcare Services - 2022

30. Who owns and maintains the copy machines used by medical?

The copy/fax/print/scan unit in medical is leased from Canon by the FCDC at Tennessee Statewide Contract rates. Maintenance is provided as part of the lease agreement.

31. Please provide an inventory of medical equipment in use by medical along with the condition of each item.

*1 exam room table – fair condition
See Question #36*

32. Who is responsible to provide computers and related equipment?

FCDC has made available two computers for access to our local records management software and the internet. Our mental health providers have provided a webcam enabled computer for the purpose of telehealth conferencing with inmates.

33. How many computers (desktops and laptops), printers, and scanners are being used by medical?

There is one desktop computer in the medical office and one laptop computer at the main nurses' desk. There is one copy/fax/print/scan unit in medical.

34. What name and address is on the current DEA license?

All medically related licensure is the responsibility of and maintained by the contracted inmate medical provider.

35. Are medications mostly stock, patient-specific, or a combination of both?

Combination. We have encountered a number of HIV positive inmates from time to time requiring specialized medication which our current provider is seeking to get financially covered by the Ryan White CARE Act program.

36. Please list any county-owned medical equipment. Does the county own any of the following DME: IV poles, dinamaps (electronic vital sign machines), AEDs, exam tables, and otoscope/ophthalmoscope, EKG? If so, how many? If the county owns an EKG is it a 12 lead with interpretive capability?

There is one exam room table and one AED in medical that are verified property of FCDC. There is a 12 lead EKG and IV pole currently in medical – we are working to review contract information and previous billing statements to determine ownership of that equipment.

Fayette County Detention Center

Response to Questions Regarding RFP for Inmate Healthcare Services - 2022

37. Will the county provide exam tables, desks, chairs, and all office furniture needed for the medical provider?

There is currently one exam table in the exam room. There is a desk and chair in the medical office and chairs are provided at the nurses' station desk. Any additional equipment will be the responsibility of the vendor.

ATTACHMENT 1

Proposal Response Cover Sheet
Health Care Services

TO: Fayette County Sheriff's Office Detention Facility
Somerville, TN 38068

The undersigned, having carefully read and considered the Request for Proposal to provide Health Care Services and does hereby offer to perform such services on behalf of the County, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the price per meal set forth in said proposal.

PROPOSER:

Company Name: MedTrust, LLC

Doing business as an individual partnership a corporation a limited liability company (mark appropriate box), duly organized under the laws of the State of Texas.

By: [Signature] Mr. Ken Palombo - Chief Operating Officer
(Signature of authorized representative) (Please print or type name)

Principal office address:

Street Address: 8610 Broadway - Suite 210

City San Antonio, Texas

Telephone 210-990-2936 Fax 866-722-0035

E-mail Address ken@mymedtrust.com

Taxpayer Identification Number:

Employer I.D. No. 74-2991071 or Social Security No. _____
(Corporation or Partnership) (Individual)

ALL PROPOSALS MUST INCLUDE THIS COVER SHEET AND THE PROPOSAL CONTENT & EVALUATIONS REQUIREMENTS LISTED ON THE FOLLOWING PAGES.

All proposals submitted shall be binding for ninety calendar days following the due date.



Fayette County Sheriff's Office for Inmate Medical Services
Opening Date: September 22, 2022, 12PM CST

Executive Summary

MedTrust manages correctional healthcare services utilizing a proven model that leverages our exclusive network of experienced medical professionals and state of the art technology to deliver healthcare solutions on time and within budget restraints. Our Correctional Healthcare Leadership team has the proven success in correctional healthcare to provide a solid infrastructure of caring and trusted healthcare professionals that will deliver the best solution to positively impact facility and community needs, reduce administrative overhead, work to drive down recidivism, and ensure a higher quality of care.

MedTrust is accredited by The Joint Commission, which is one of our many competitive advantages and a testament to the highest level of treatment our personnel achieve. We implement standardized core performance indicators to measure program deliverables and treatment quality issued by our medical professionals. This approach and constant evaluation of program quality will ensure efficiencies are achieved without sacrificing the quality of care to detainees and inmates.



Having executive leadership experience in jails and prisons across the United States of more than a combined 50 years, we manage our growth to function as a "boutique" provider of services to law enforcement. Our hands-on approach goes contrary to large corporate providers.

We understand that security is the primary protocol that must be adhered to and encompasses medical service as a facility need, which is an important balance in a correctional health care program. Consideration of care involves determinations that the service(s) to be provided are:

- Appropriate and necessary for the symptoms, diagnosis, and treatment of the medical condition;
- Provided for the diagnosis and direct care of the medical condition;
- Meet the medical community standards and are evidence-based;
- Not primarily made for convenience;
- The most appropriate provision or level of service which can be safely provided.

MedTrust's inmate healthcare program will be inclusive of techniques and treatment protocols for effectively managing the most prevalent medical conditions and other clinical diagnoses as outlined in the RFP. Additionally, MedTrust will ensure that the equipment and supplies, and treatment protocols are in place to provide strong clinical assessment and care. MedTrust will work directly with facility administration at Fayette County Jail to develop and/or adjust policies and procedures that will serve as a guide for access to various levels of individual care needed.

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Minimum Qualifications for All Proposers

1. The Proposer must be organized and existing for the primary purpose of providing healthcare services

Confirmed. Founded in 2001, MedTrust, LLC is a firmly established healthcare company focused on serving the healthcare needs of our military and law enforcement. MedTrust, LLC provides superior support out of our corporate headquarters in San Antonio, Texas. Additional back-end operational support may be drawn from one of our six (6) regional offices in the US, giving Fayette County Jail Facility Administration a complete program support system. This system will include:

- Our recruitment team to identify and guide candidates through the credentialing process. Ongoing recruitment ensures a pool of qualified resources is readily available as our exclusive network steadily grows.
- Our team of schedulers who manage employees to ensure shift coverage is always available and fulfilled. Ad-hoc reports and contract deliverables are generated to identify inefficiencies and management plan efficiencies.
- Our finance team who reports on administration, billing, purchasing, and utilization reports.
- Our medical management team that provides utilization review, data trending, and case management to ensure the proper treatment is attained while controlling costs.
- Our leadership team that provides and supports program implementation and ongoing strategic management. All Fayette County Jail administration will meet, know, and have cell numbers to our leadership team.

We manage healthcare staffing and services utilizing a proven model that leverages our exclusive network of experienced medical professionals and state of the art technology to deliver a workforce management solution on time and within budget restraints.

2. The Proposer must have at least three (3) continuous years of corporate experience in administering health care programs.

Confirmed. MedTrust began in 2001 as an administrator of healthcare staffing services. Additionally, the MedTrust Correctional Healthcare Leadership team has over 50 years combined experience providing inmate health services to jails around the country, and it is the experience of the people that ensure delivery of quality patient care, not the company. Many companies in correctional healthcare have been bought and sold, with new, inexperienced management taking the lead.

The MedTrust leadership is seasoned in correctional healthcare. Additionally, as described above, MedTrust continues to provide healthcare services to military bases around the country with glowing accolades documented in government evaluations.

MedTrust will provide medical services including screenings, assessments, physical examinations, diagnostic testing, preventative services, education, and discharge planning. Our team will also arrange and coordinate any necessary off-site medical care for our patients.



In addition to the references provided in this proposal, below is a sample of inmate healthcare contracts that have been implemented and managed by members of our Correctional Healthcare Leadership team:

Correctional Facilities	
Athens-Clarke, Georgia	Martin County, Florida
Baker County, Florida	Minnehaha County, South Dakota
Brevard County, Florida	Monroe County, Florida
Broward County, Florida	Oklahoma County Jail, Oklahoma
Brunswick Correctional Center	Osceola County, Florida
Collier County, Florida	Palm Beach County, Florida
Deerfield Correctional Center	Pamunkey Regional Jail, Florida
Deerfield Men and Women's Work Center	Powhatan Correctional Center
Glades County, Florida	Sarasota County, Florida
Greenville Correctional Center	Santa Rosa County, Florida
ICA Farmville, Virginia	Sumter County, Florida
Indian Creek Correctional Center	St. Brides Correctional Center
Jefferson County, Florida	St. John's County, Florida
Lake County, Florida	Sussex I Prison
Lake County, Illinois	Sussex II Prison
Lee County, Florida	Virginia DOC, Virginia
Lunenburg Correctional Center	Volusia County, Florida
Manatee County, Florida	Wakulla County, Florida

MedTrust provides a high standard of quality health services to our patients while effectively and appropriately controlling costs. We will meet regularly with administration to discuss opportunities to further enhance services and manage costs as we implement programs, services, and staff training.

- The Proposer must carry professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. This insurance must cover the Proposer organization and all of its employees, and Proposer must provide proof of the same level of coverage for subcontractors used. A certificate of Insurance naming Fayette County as additionally insured must be submitted prior to execution of any contract. This certificate must name Fayette County as an additional insured party. A sample certificate showing actual coverage limits must be submitted with the proposal.

Confirmed. Please refer to a Sample Certificate of Insurance in Attachment 1.



4. **Proposer must also provide general liability insurance coverage of at least \$1,000,000 combined single limits, and automobile liability coverage for owned, non-owned and rented automobiles. A sample certificate showing actual coverage limits must be submitted with the proposal.**

Confirmed. Please refer to a Sample Certificate of Insurance in Attachment 1.

5. **The Proposer must demonstrate its ability to provide a health care system specifically for a correctional facility like Fayette County Jail. It must be able to demonstrate that it can complete the transition process from the current healthcare provider and be operational upon the contract start date, and that it has a proven system of recruiting staff and adequate support staff in its central office capable of competently supervising and monitoring its operation.**

MedTrust manages correctional healthcare services utilizing a proven model that leverages our exclusive network of experienced medical professionals and state of the art technology to deliver healthcare solutions on time and within budget constraints. Our Correctional Healthcare Leadership team has the proven success in correctional healthcare to provide a solid infrastructure of caring and trusted healthcare professionals that will deliver the best solution to positively impact facility and community needs, reduce administrative overhead, work to drive down recidivism, and ensure a higher quality of detainee care.

During the pre-award phase, we complete several activities to ensure the post-award transition is completed on-time, including finalizing our transition team, analyzing staffing gaps, and negotiating with key personnel. MedTrust will evaluate the current staff, and for those in good standing, our recruitment team will offer "first right refusal."

Our transition plan addresses all elements of contract performance including staffing, contract terms, finance, security, and technical operations. Our desire is to be onsite as soon as possible to meet with Fayette County Jail Facility Administration to review and finalize transition plans and hopefully address and mitigate current healthcare staff concerns.

Following contract award, MedTrust provides a site-specific policy and procedural manual which will adhere to all requirements of:

- American Medical Association (AMA)
- National Commission on Correctional Health Care (NCCHC)
- Prison Rape Elimination Act (PREA)
- HIPAA compliance laws
- Federal and state regulations.



Our plan promotes a smooth transition of operations and management responsibilities through the following objectives:

- Provide continuity and maintain reliable service levels in the working environment
- Initiate the credentialing process for new hires for positions required.
- Evaluate current operational environment, including projects in progress, confirming that full knowledge is properly documented and transferred (i.e., budgets, inmates in queue for appointments, inmates in treatment plans, performance issues, etc.)
- Use quantitative risk analytics to develop risk mitigation strategies and corrective actions during and after contract start.
- Enable our Corporate Program Manager (CPM) to focus on the management, technical and training elements of the program.

Please refer to the Sample Implementation Timeline as Attachment 2 that highlights the major implementation milestones. This will be used as a platform and further customized based on Fayette County's needs and recommendations.

Please refer to #4 in the Mandatory Requirements for All Proposers for a detailed outline of the staffing matrix MedTrust proposes.

Fringe Benefits Only Found at MedTrust

MedTrust is committed to breaking the cycle of staffing turnover and is recognized on contracts for our talent, ability, and skill sets found in our healthcare personnel. Successful recruiting begins with realistic salaries...more important now than any time in the recent past. Our proven staffing model leverages the synergies between human capital and state of the art technology to offer effective and efficient services. As a result, MedTrust will implement a customized, aggressive, and competitive recruitment plan to meet the needs of Fayette County Jail Administration.

One of the ways we are working to combat turnover and foster strong, committed teams of caregivers and support staff is through our industry leading incentive package. Our fringe benefits are designed with multiple options aimed at giving more to our employees with the goal to:

- Promote efficiency and productivity;
- Increase and sustain employee retention;
- Enhance employee recruitment;
- Positively impact employee engagement;
- Encourage employee excellence and quality of life;
- Strive for the "feel good" work environment for all.



.... MedTrust is outstanding and they really do take care of their employees. They check in on me to see how I am doing....

Looking back, I can't help but think this was one of the best things that has ever happened to me...

- MedTrust Employee -





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ZERO healthcare premiums for our employees...it doesn't get any better in this day and age. MedTrust will cover in full the monthly employee premium for medical insurance and offers a desirable healthcare package that includes:

- Medical;
- Dental;
- Vision;
- Life insurance;
- Accidental death and dismemberment;
- Long-term disability.

This benefit saves each employee over \$7,800 per year and is a rewarding incentive tool for recruitment and for us to achieve high retention rates.

Staff well-being, proper and ongoing training, and effectiveness in delivery of care are integral elements of a successful inmate healthcare model. This mix of enriched employee benefits will build team pride, influence employee morale, positively impact staff retention, and increase the quality of care delivered.

“ With COVID-19, I know my position is in high demand, but I'm not leaving the MedTrust family. The benefits alone are amazing! I mean, I have NEVER seen low deductible plans with 100% premium coverage in my lifetime!

I have worked for other healthcare companies, and I always felt ignored after being hired...almost like a bait and switch of promises, but not with MedTrust. MedTrust actually goes above and beyond to make sure I am taken care of. ”

- MedTrust Employee -

Candidate Recruitment

We use many tools and search engines to find solid candidates. Some of these sites are Indeed, Linked In, Proprietary database (iCIMS), NurseJobCafe, Glassdoor, Monster, DirectEmployers, recruit.net, ZipRecruiter, Alliedhealthjobcafe, Doccafe and APA.org. We tend to use tools that will allow us to contact the candidates directly, as opposed to sites that only let us post the job. This helps us to retain passive candidates, rather than candidates that are applying at multiple locations and dealing with multiple recruiters.

We also utilize the personal groups available on social media such as: Facebook & FB Professional Groups: Registered Nurse Jobs, Nursing Jobs USA, National Assoc. of LPNs, Registered Nurse &

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Physical Therapists, Local per diem & Contract nursing jobs, and employee referral programs to all area MedTrust Employees.

MedTrust's expertise and intimate knowledge of the healthcare industry and the multitude of stringent certifications has yielded a refined approach to fully satisfy the staffing requirement that encompasses the staffing model complexities and geographic location.

Our primary focus is to leverage the incumbent workforce to ensure the continuance of an established team with the proven ability to perform under the current conditions. MedTrust is prepared to make a competitive offer to incumbent staff that are in good standing with Fayette County Jail Administration. If any position is still vacant after this phase, we will recruit and match the skills and qualification based on the minimum requirements outlined in this solicitation. Our Recruitment and Credentialing department is already working together and evaluating our exclusive networks of medical professionals to fill every position outlined in this RFP in the event that none of the incumbent staff transition with the contract.

Ongoing throughout the life of the contract, we will also concentrate recruitment efforts regionally at East Tennessee State University – Quillen College of Medicine. At the root of this university is a large resource pool of experienced, driven medical professionals who will be driven to begin their career path. Through proper education on the correctional facility system, our recruiters will be able to attract the right person to fit the unique needs of the positions at Fayette County Jail.

Our recruiters are trained to conduct technical and behavioral interviews while maintaining a positive dialogue aimed at motivating candidates to join our team. Through this interview process, both the recruiter and the candidate can evaluate the opportunity and fit and make the best decision for all parties. We encourage, with your permission, a facility tour before making a job offer, especially with candidates who have never worked in corrections.

Credentialing

MedTrust's credentialing process balances a strong verification foundation and customizable process for each client. Our credentialing department uses a clear set of contract and company standards, striving to maintain 100% credentials' compliance to mitigate risks for our clients.

The following key steps are utilized when preparing a credentials package:

- Contact all references to verify basic information provided by the applicant as well as obtaining an evaluation of professionalism/performance and ability/character;



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Central Office Support Staff

The MedTrust Correctional Healthcare Leadership team, described below, has over 40 combined years providing comprehensive health care services in correctional facilities and other environment in the private, public, and government sectors.



MedTrust is led by our Chief Executive Officer, Ms. Keren Williams McLendon, who brings over 25 years of experience in healthcare contracting and organizational leadership. Ms. McLendon combines innovative business leadership with an unwavering commitment to delivering superior, and transparent, customer service and support.

Ms. McLendon makes herself available through periodic meetings and contract deliverable reviews to ensure the best service is continuously provided.



Mr. Ken Palombo, Chief Operating Officer, oversees business strategies and corporate operations. With over 20 years of correctional healthcare experience, Mr. Palombo is a proven innovator in developing community relations with offsite providers, maximizing cost effective technology strategies, such as EMR telemedicine models, and artificial intelligence. His expertise will refine the delivery of efficient and effective healthcare to ensure our teams continuously achieve healthcare delivery in support of Upson County Jail's mission and values.

Mr. Palombo has served in correctional healthcare executive positions including Associate General Counsel for the largest correctional healthcare company; VP, Business Development and then Chief Operating Officer for one of the nation's largest correctional healthcare companies. Mr. Palombo will oversee the start-up and remain actively involved throughout the life of the Upson County Jail contract. He will regularly make onsite visits to assess and ensure full contract compliance, proper patient care, strong community relationships, and client satisfaction.



Ms. Alicia Passaretti, R.N., will serve as the Corporate Program Manager (CPM). Ms. Passaretti will manage program implementation activities and any training required. Additionally, she will act as a liaison between MedTrust Correctional Healthcare Leadership team, the Site Medical Director, and the Health Service Administrator (HSA), both serving as onsite leads. Ms. Passaretti will work to assist in the coordination of schedules, reporting on performance metrics, deliverable summaries, and address any on-site issues that may arise.

Ms. Passaretti's correctional healthcare career has encompassed serving as a floor nurse, Director of Nursing, Health Services Administration, and providing regional leadership. She has also worked in and provided training and oversight to Florida, Texas, New Mexico and Wyoming jails.



Dr. Jessika Gil-Pineda will provide oversight to the physical aspects of the MedTrust program. Dr. Gil is passionate about ensuring quality patient care that is delivered as medically appropriate and on-time. Dr. Gil has more than a decade serving as a Medical Director in corrections. She knows the environment and has successfully provide both hands-on care and oversight. She has led her facilities to successfully pass all industry audits, and she is an excellent educator of both patients and staff.

This lean management model streamlines communication and breaks down geographic barriers to proactively resolve issues anywhere without delay in project progress. Our team provides timely and accurate information to all project stakeholders and interaction between the on-site staff and our corporate leadership. Our team will report on contract deliverables that include project schedules, costs, and qualitative work elements to identify any project deviations, progress milestones, and call to action items.

Additional back-end operational support may be drawn from one of our six (6) regional offices in the US, giving CCI Facility Administration a complete program support system. This system will include:

- Our recruitment team to identify and guide candidates through the credentialing process. Ongoing recruitment ensures a pool of qualified resources is readily available as our exclusive network steadily grows.
- Our team of schedulers who manage employees to ensure shift coverage is always available and fulfilled. Ad-hoc reports and contract deliverables are generated to identify inefficiencies and manage plan efficiencies.
- Our finance team who reports on administration, billing, purchasing, and utilization reports.
- Our medical management team that provides regular, structured, and customized education to site staff, utilization review, data trending, and case management to ensure the proper treatment is attained while controlling costs.
- Our leadership team that provides and supports program implementation and ongoing strategic management. All CCI administration will meet, know, and have cell numbers to our leadership team.

MedTrust manages correctional healthcare services utilizing a proven model that leverages our exclusive network of experienced medical professionals and state of the art technology to deliver healthcare solutions on time and within budget restraints. Our Correctional Healthcare Leadership team has the proven success in correctional healthcare to provide a solid infrastructure of caring and trusted healthcare professionals that will **deliver the best solution to positively impact facility and community needs, reduce administrative overhead, work to drive down recidivism, and ensure a higher quality of care.**

Our clients trust MedTrust because of our focus on honesty, transparency, innovative consulting, solution management, and capabilities assessment. Our staff utilizes best practices through engagement and partnerships to render the best performance results within budget and on schedule.



Mandatory Requirements for All Proposers

1. All proposals must contain sufficient information concerning the Inmate HealthCare Program that Fayette County representatives may evaluate whether or not the Proposer meets "Minimum Qualifications for All Proposers".

Confirmed. MedTrust has provided sufficient information in the "Minimum Qualifications for All Proposers" section for evaluation purposes.

2. All proposals must list by name, address and administrator name (with phone number) at least three agencies or institutions where Proposer is providing medical care and the length of time each contract has been in effect. This list will be used as a source of references for the Proposer.

The first reference listed below was an inmate contract managed by our leadership team during their tenure with a previous organization. Mr. Ken Palombo was the leader managing the implementation and ongoing administration at Wakulla County Jail, so when calling on the references, please feel free to ask about the experience the client had with Mr. Ken Palombo.

Reference 1	
Name and location of the project	Wakulla County Jail, Florida
The nature of the firm's responsibility on this project	Managed all inmate healthcare services
Project owner's representative name, address, and phone number	Sheriff Jared Miller 15 Oak Street Crawfordville, FL 32327 (P) 850-251-5163 (E) jmillier@wcso.org
Date project was completed or is anticipated to be completed	2014-2018

The other two contracts listed below are large, multi-million dollar government contracts. These types of contracts require 24x7 coverage with schedules constantly changing. MedTrust is proud to be awarded the contract for option years and is a testament to how well we manage healthcare staff.

Reference 2	
Name and location of the project	Walter Reed National Military Medical Center
The nature of the firm's responsibility on this project	1 FTE Neuro Surgery Physical Therapist, 12 FTE Physical Therapists, 3 FTE Physical Therapy Assistants, 1 FTE Certified Occupational Therapist, 5 FTE Occupational Therapists, 4 FTE Certified Occupational Therapy Assistants, 1 FTE Assistive Technology Professional, 2 FTE Recreational Therapists,



	1 FTE Certified Respiratory Therapist-Pediatrics, 8 FTE Respiratory
Project owner's representative name, address, and phone number	Brian Magld, COR 4494 Palmer Road Bethesda, MD. 20814 (P) 301-295-2568
Date project was completed or is anticipated to be completed	10/1/2018 – 9/30/2022 \$16,857,024 – Contract Value MedTrust was a partner member of a joint venture named GiaMed Alliance JV for this contract.

Reference 3	
Name and location of the project	San Antonio Military Medical Center (SAMMC) Registered Nurse Services
The nature of the firm's responsibility on this project	Contract had over 325 FTE hours filled by the provision of 293 permanent RN's and 71 pool RN's. Services provided to 10 different clinic locations throughout Texas.
Project owner's representative name, address, and phone number	Christopher Reed, COR (P) 210-834-4503 (E) Christopher.r.reed24.civ@mail.mil
Date project was completed or is anticipated to be completed	10/01/2010 – 09/30/2019 \$40 million – Annual Contract Value

3. A statement that the policies and procedures for the medical program will be developed by the Proposer and will be based on the standards developed by the National Commission on Correctional Health Care (NCCHC).

MedTrust confirms. Following contract award, MedTrust provides a site-specific policy and procedural manual which will adhere to all requirements of:

- Tennessee Correction Institute standards
- American Medical Association (AMA)
- National Commission on Correctional Health Care (NCCHC)
- Prison Rape Elimination Act (PREA)
- HIPAA compliance laws
- Federal and state regulations.



Additionally, MedTrust is accredited by The Joint Commission, which is one of our many competitive advantages and a testament to the highest level of treatment our personnel achieve. We implement standardized core performance indicators to measure program deliverables and treatment quality



issued by our medical professionals. The approach and constant evaluation of program quality will ensure efficiencies are achieved without sacrificing the quality of care to detainees and inmates.

MedTrust's management approach encompasses a task-oriented style, placing heavy emphasis on open communication and structured plans using forecasted trends identified through metrics to proactively provide a workforce management solution. Client support and satisfaction, in conjunction with high job satisfaction with our staff, is one of the main pillars in our business model.

Executive oversight and support will be provided by:

- Mr. Ken Palombo, J.D. – Chief Operating Officer
- Ms. Alicia Passaretti, R.N. – Correctional Operations Specialist
- Dr. Jessika Gil – Medical Director

This team, along with key onsite staff members, will meet regularly with Fayette County Jail's facility administration to discuss opportunities to further enhance services and manage costs as we implement programs, services, and staff training.

The following additional meetings will also be held:

- **Staff Meetings** – MedTrust shall conduct staff meetings on a regularly scheduled basis at least monthly. Minutes of the meetings shall be maintained and shared. Mental Health staff meetings provide an in-service training component, as identified in our continuing education schedule. Ancillary staff continue to receive training, relative to their specific areas of responsibility. Each employee's training is documented and placed in their personnel file, maintained at the site level.
- **Medical Audit Committee (MAC) Meetings** – MedTrust shall be available on a monthly basis to meet with key individuals designated by Fayette County Jail. Statistical reports, including current trends and KPI metrics of health services will be reviewed during these meetings as will grievance statistics. Additionally, any emerging trends and practices in the industry will be discussed.
- **Quality Improvement Committee Meetings** – MedTrust shall actively participate in the Quality Improvement Committee on a scheduled basis. Health care services will be reported up to the Corporate PM and reviewed to ensure that appropriate care is implemented and coordinated properly. Should any medical or mental health concerns be identified, a process or outcome study will be completed. Once an improvement has been implemented, the performance will be monitored and a restudy will be completed regarding the effectiveness of the change.

MedTrust recognizes that frequent and open communication is the foundation for a smooth-running operation and the key, not only to controlling costs, but also to reducing them. MedTrust will meet frequently with appropriate jail staff. We will also schedule periodic in-depth reviews in which we present a comprehensive assessment of the program and highlight opportunities to address cost-related issues.



4. All proposals must contain a full and complete staffing plan with a statement as to the staff positions and titles, and the number of actual hours per week to be worked on-site at the jail. Also, the proposal must state clearly how any temporary vacancy will be handled, and how the proposer intends to maintain 24 hour onsite staffing during such vacancy.

Below is a staffing matrix outlining the proposed labor categories and shifts to provide 24 hour coverage 7 days per week.

Fayette Staffing 2.0										
Day Shift										
Position	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	TBS*	Hrs/Wk	FTE
HSA/RN	8	8	8	8	8				40	1.00
Medical Director***								0.500	1	0.01
PA/NP								8	8	0.20
LPN**	12	12	12	12	12	12	12		84	2.10
Mental Health								4	4	0.10
Psychiatric NP								4	4	0.10
Total Hours / FTE - Day	20	20	20	20	20	12	12	16.50	141	3.51
Night Shift										
Position	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	TBS*	Hrs/Wk	FTE
LPN**	12	12	12	12	12	12	12		84	2.10
Total Hours / FTE - Night	12	12	12	12	12	12	12		84	2.10
Total Hours / FTE	32.00	32.00	32.00	32.00	32.00	24.00	24.00	16.50	224.50	5.61

* - To be scheduled FTEs.

** LPN coverage will be around the clock, but we may to 12 hour shifts or 8 hours shifts, depending on nurse availability

***-Medical Director will be 2 hour per month

Our Recruitment and Credentialing department is already working together and evaluating our exclusive networks of medical professionals to fill every position in the event that none of the incumbent staff transition with the contract.

As with many of our government and private sector clients, MedTrust builds and uses a sustainable rotation of on-call individuals that make up a pool of resources to fill a position when staff call-out unexpectedly. These nurses will already be credentialed, vetted, and trained on the jail setting and protocols of the jail.

As per the request of Fayette County Correctional Administration, we have included the following additional personnel NOT currently being offered:

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- **Mental Health Professional (4 hours scheduled as needed):** This position will provide professional therapeutic mental health services to inmates. These services can be individually or in a group setting and will also apply to discharge planning and transition back into the community.
- **Psychiatric Nurse Practitioner (4 hours scheduled as needed):** This position will be able to assess, diagnose and treat mental health needs. This will be on a scheduled basis and will review the LMHC's diagnoses to prescribe medications.

The mental health personnel will address maladaptive behavior including self-harm, post trauma presentations, episodic depression, and other life stressors. Please refer to Question 12 for more details on the mental health services these medical professionals will provide.

MedTrust has also been in discussion with Dr. Connor with Journey 2 Health about the opportunity to become a sub-contractor and provide the above mental health staff. MedTrust will notify and seek approval from Fayette County Jail administration prior to a competitive agreement be reached.

Our services are realistically priced to attract and retain quality healthcare staff. Our price may be slightly higher, but having consistent, highly qualified medical staff at the jail will substantially drive down offsite transports for care.

5. **The proposal must explain in detail how medical care for inmates at the Jail will be delivered. This proposal must state which services will be provided directly by the proposer and which (if any) will be subcontracted and who the proposer intends to subcontract those services with. The proposal must include a statement from all proposed subcontractors confirming their consent to participate and provided as a subcontractor in this proposal, if awarded.**

At the time of RFP submission, all services described below will be implemented, administered, and managed by MedTrust with no involvement of a sub-contractor. MedTrust has been in discussion with Dr. Connor with Journey 2 Health as a possible sub-contractor who will provide 2 staff members for the mental health division of our proposed staffing matrix. We will notify and seek approval from Fayette County jail administrators is a competitive agreement can be attained.

Initial Assessment

Nursing will conduct the intake screening/initial assessment during the booking process within a reasonable amount of time during intake into Fayette County Jail. Using the proposed staffing matrix, we will have the staff available to be able to conduct the screenings upon the inmate's entry to the facility. **This is yet another way we mitigate risk and liability**, as the inmates are evaluated upon arrival and needs are assessed and provided for. This is highly preferable to someone remaining in the facility for up to 48-72 hours prior to being evaluated medically as many conditions (i.e., Detox, diabetes, seizures, hypertension, etc.) can worsen dramatically within that 48-72 hour time frame.



Should an inmate refuse any aspect of the assessment process, MedTrust will notify security staff for recommendation of placement in special confinement until the assessment is completed.

MedTrust's initial assessment process will be inclusive of, but not limited to, the requirements of American Medical Association (AMA), American Correctional Association (ACA), National Commission on Correctional Health Care (NCCCHC), Prison Rape Elimination Act (PREA), and HIPAA standards.

Based on all factors observed or evaluated, our medical staff will determine the need for and complete any emergency health treatment or additionally required health services.

Nurses will complete the assessment by entering the following information and observations on a form in the medical record:

- Current and past illness and health problems, allergies, or special health requirements;
- COVID-19 vaccination status;
- Written description of any current and past illnesses, health conditions, or special health requirements (i.e., dietary needs); chronic health conditions; past serious infectious diseases; current communicable illness symptoms (e.g., chronic cough, coughing up blood, lethargy, weakness, weight loss, loss of appetite, fever, night sweats), past or current mental illness and/or behavioral health problems (including hospitalizations), history of or current suicidal ideation, dental problems and an oral screening, allergies, legal and illegal drug use (including type, amount, related history and time of last use), drug withdrawal symptoms, and for females history of gynecological problems, current or recent pregnancy, any dietary needs, and prescription medications (including type, amount, and time of last use);
- Complete notation of observations concerning appearance (e.g., sweating, tremors, anxious, disheveled), behavior (e.g., disorderly, appropriate, insensible, under the influence of alcohol or drugs), state of consciousness (e.g., alert, responsive, lethargic), ease of movement (e.g., body deformities, gait), breathing (e.g., persistent cough, hyperventilation), skin (e.g., including lesions, jaundice, rashes, infestations, bruises, scars, tattoos, and needle marks and other indications of drug abuse), and mental status;
- Testing and recording of height, weight, pulse, blood pressure, temperature, and oxygen saturation; Symptom screening tests for venereal disease and HIV, and urinalysis testing if appropriate; Referrals are made as needed when results are clinically indicated.
- Comprehensively identify the inmate's health service needs and housing limitations. MedTrust understands that inmates must be medically cleared/classified before they are sent to a housing area;
- Any history of serious infectious or communicable illness and history of past TB skin testing (and for those with documented past positive TST, a chest x-ray on the next clinic day), along with present symptoms of infectious diseases including suspected MRSA and tuberculosis. Symptom screening tests for tuberculosis will be completed in the Intake Units; Tuberculosis screening in accordance with the most current Centers for Disease Control and Prevention (CDC) recommendations will be completed prior to being placed in general population.



- A substance abuse history is discussed with all inmates. Those disclosing current substance abuse will receive monitoring, supportive measures, and treatment to permit withdrawal with minimal discomfort.
- Pregnant patients who disclose active opioid use disorder receive an evaluation including offering and providing medication-assisted treatment (MAT) to optimize fetal outcomes; the standard of care according to Substance Abuse and Mental Health Services Administration (SAMHSA), American College of Obstetricians and Gynecologists (ACOG), and NCCHC Standards.

History and Physical

All inmates will receive an initial Health Assessment within 12 days of confinement into Fayette County Jail. As per our recommended staffing matrix, MedTrust will provide medical professionals dedicated to completion of these comprehensive health assessments. These assessments will be completed in accordance with by a Registered Nurse and are conducted in accordance with AMA, NCCHC, ACA, HIPAA compliance laws, and state and local regulations, and entered into the medical record.

These appraisals include, but are not limited to:

- Review of previous medical history and records including hospitalization;
- Review and observation of symptoms;
- Recording of height, weight, and vital signs, including pulse, blood pressure, and temperature;
- A review of the intake screening results, and the collection of additional data to complete the Inmate's medical, dental, behavioral health history, immunization history;
- Laboratory and/or diagnostic tests to detect communicable diseases, including sexually transmitted diseases and tuberculosis, and other tests (such as urinalysis) as determined by the responsible physician upon consultation with, and approval by, the local public health authority, state, or federal statutes;
- A physical examination, including comments about mental status;
- A review of the findings of the inmate health assessment and tests, including identification by a provider of any problems or special needs;
- Initiation of treatment including diagnostic procedures as indicated, including but not limited to, radiological, nuclear medicine, laboratory, electrocardiogram (EKG) testing, and electroencephalography testing
- Dental history, including but not limited to instructions in oral hygiene and oral health education; observation of the patient's teeth and gums to identify any gross abnormalities requiring immediate referral to the dentist;
- History of hospitalization and outpatient treatment;



- Current psychotropic medication;
- Suicidal ideation and history of suicidal behavior;
- Illicit drug usage;
- Alcohol usage;
- History of sex offenses;
- History of expressively violent behavior;
- History of victimization due to criminal violence;
- Special education placement and history of cerebral trauma;
- Emotional response to incarceration;
- Hepatitis Testing (A, B, and C) offered if medically indicated. Inmates previously diagnosed with hepatitis C who are in a treatment protocol are continued on that regimen while others are monitored for liver function as ordered by the physician;
- Implanting of PPD (Tuberculin Skin Test) or other tuberculosis screening as required if clinically indicated;
- For any female inmate, notation of the following information:
 - Menstrual cycle;
 - Unusual bleeding;
 - Current use of a contraceptive medication;
 - Presence of an I.U.D.;
 - Breast masses;
 - Nipple discharge; and
 - Pregnancy testing, if not completed at intake;
 - Gravida/Para status
 - Last menstrual period
- Development of a treatment plan, including recommendations concerning housing, job assignment and program participation; and
- Update of a Problem List for the medical record.

Referrals to medical, dental, and mental health staff are initiated based on the findings of the health assessment. All inmates who are referred for treatment are scheduled for follow up with the appropriate healthcare provider in a timely manner.



Within fourteen (14) days of incarceration, each assessment will be reviewed and co-signed by the supervising practitioner.

Our staff will provide for all necessary follow-up for any health problems identified by the physical examination and/or any test. All follow-ups will be reviewed for appropriate disposition and plan care. Inmates referred for treatment as a result of physical examination will be seen the following clinic day unless the provider making the referral orders them to provider sick call on another day.

Inmates identified with a chronic health condition will be assessed and a Special Needs Treatment Plan will be developed with individualized goals for long-term management of the chronic health condition. Goals will be developed as appropriate for the inmate based on history, comorbid conditions present, and age. The plan will be documented in the patient's medical record and findings will be discussed with those involved in the ongoing care plan.

Where self-management (i.e., diet, exercise program) practices are allowed to control the condition, access to different programs and counseling are also provided. Any housing needs will be communicated. Treatment plans will be updated as needed.

Sick Call

MedTrust will address inmate/patient health care requests daily, to include weekends and holidays. If Fayette County Jail does not currently provide a kiosk system for the inmate/patients to submit non-emergent healthcare requests, MedTrust will provide paper copies of requests to each housing unit to ensure that access to care remains uninterrupted as required by NCCHC standard J-A-01. In addition, nursing staff will have paper copies available to hand out to inmates during medpass.

Once submitted, all sick call requests, whether paper or electronic, will be dated and timed upon receipt by a medical staff member. The request will then be triaged by a licensed nurse within 24 hours of receipt per NCCHC standard J-E-07 and MedTrust policy. During the triage process, the request is reviewed, dated, and timed again, with a disposition assigned. Depending on the chief complaint, the disposition may be a referral to a medical, mental health, and/or dental provider. A copy of the request is scanned into the electronic medical record and the patient is scheduled to be seen by a licensed clinician within 24 hours of triage, with the exception of any requests deemed emergent. Emergent requests will be seen immediately and referred to the provider via in-person visit or on-call consultation as appropriate.

MedTrust's physician partners have created a set of Nursing Protocols that follow the standard of care and assist nurses with the evaluation and treatment of common health complaints received. These protocols are reviewed annually to ensure the most up-to date evidence-based standard of care is in practice. All Nursing Protocols are structured to help guide the nurse through the inmate/patient evaluation and provide the nurse with appropriate interventions based upon the current health complaint. Nursing Protocol interventions may include over-the-counter medication orders, referrals for additional exams or testing, and/or housing adjustments to be completed in conjunction with the Fayette County Jail staff. All nursing staff receive training in the sick call process and documentation of interactions during the initial employee orientation and again annually. Training is documented, signed by the nurse, and retained in the employee's personnel file.



In addition to daily Nursing Sick Call, a licensed medical practitioner will also conduct provider sick call clinic at least weekly. However, any inmate seen for the same complaint more than twice within 30 days is, by policy, referred to a higher level of care (i.e., MD or Mid-Level provider) at the next provider clinic for further evaluation.

To ensure that HIPAA protected information isn't compromised, it is preferable to see inmates for sick call in the medical clinic. However, if this isn't feasible due to an inmate's custody status, space limitations, unexpected occurrences in the facility, and/or security staffing shortages, arrangements will be made in conjunction with Fayette County Jail personnel to see the inmate in his/her housing unit.

Chronic Care

Inmate identified with a chronic health condition will be assessed and a Special Needs Treatment Plan will be developed with individualized goals for long-term management of the chronic health condition, at a minimum, on a weekly cycle. Goals will be developed and appropriate for the inmate based on history, comorbid conditions present, and age. The plan will be documented in the patient's medical record and findings will be discussed with those involved in the ongoing care plan.

Clinical protocols for the identification and management of chronic diseases or other special needs include, but are not limited to, the following:

- Asthma
- Diabetes
- HIV
- Hyperlipidemia
- Hypertension
- Mood disorders
- Psychotic disorders
- Seizures

Individualized treatment plans are developed by a physician or other qualified provider at the time the condition is identified and updated when warranted.

- Documentation in the health record confirms that providers are following chronic disease protocols and special needs treatment plans as clinically indicated;
- Determining the frequency of follow-up for medical evaluation based on disease control;
- Monitoring the patient's condition (e.g., poor, fair, good) and status (e.g., stable, improving, deteriorating) and taking appropriate action to improve patient outcome;
- Indicating the type and frequency of diagnostic testing and therapeutic regimens (e.g., diet, exercise, medication);



- Documenting patient education (e.g., diet, exercise, medication);
- Clinically justifying any deviation from the protocol.

Medical and dental orthoses, prostheses, and other aids to reduce effects of impairment are supplied in a timely manner when patient health would otherwise be adversely affected, as determined by the responsible physician or dentist. Convalescing detainees include those recovering from fractures, inpatient surgical procedures, hepatitis, and other communicable diseases.

Fayette County Jail administration and MedTrust site leadership will consult prior to taking action regarding chronically ill, physically disabled, geriatric, seriously mentally ill, or developmentally disabled inmates in the following areas:

- Housing assignments
- Program assignments
- Disciplinary measures
- Transfers to other facilities

When immediate action is required, consultation to review the appropriateness of the action occurs as soon as possible, but no later than 72 hours. Pregnant patients are given comprehensive counseling and care in accordance with national standards and their expressed desires regarding their pregnancy.

Counseling and assistance are provided and documented in accordance with the pregnant patient's expressed desires regarding her pregnancy, whether she elects to keep the child, use adoptive services, or have an abortion, as regulated by local laws and jurisdiction.

The type of treatment will be determined by the needs of the individual detainee, but will include such things as medications, special diets, physical therapy, laboratory tests or dressing changes. Where self-management (i.e., diet, exercise program) practices are allowed to control the condition, access to different programs and counseling are also provided. Any housing needs will be communicated. Treatment plans will be updated as needed.

Hospital Care

Upon the inmate's return to the facility, the inmate is assessed by on-duty medical staff and housed in the medical unit for close observation. The on-call provider is consulted and updated regarding the inmate's current condition and hospital discharge instructions so that orders for housing and medical management, including follow-up appointments, testing, and/or medications can be obtained and implemented.

MedTrust's Utilization Management encompasses managing off-site care, including hospitals, and revolves around the following four (4) key elements:

- Unwavering commitment to continuous quality patient care;
- Design for value through client partnership, network configuration and patient engagement;



- Manage health risk through data-driven approach that promotes a healthy population;
- Drive efficiencies through aggressive pricing of goods and services and placement of resources.

Our company was founded on the philosophy of patient-centered care, so utilization management is critical to ensure that all patients have access to the care they need, at the most appropriate level, as defined by medical necessity. Our pre-approval process, use of the HSA and discharge planning process, is collaborated by a team of MedTrust's staff. Together they implement our pre-authorization, continued stay review, care coordination, and discharge planning services which combine to manage off-site medical care.

MedTrust will also complete the following in order to enhance cost containment management:

- **Timely Review:** Timely initial reviews are critical to achieving utilization management goals for inpatient care. MedTrust will complete an initial review within 24 hours of notification of admission. The initial encounter includes a thorough review of the medical record to determine medical criteria and necessity for hospital admission, dialogue with the attending physician or case management staff to address diagnosis, plan of care, treatments, and discharge plan.
- **Daily Reviews:** Following the initial review, our staff performs daily concurrent reviews throughout the patient's hospitalization to ensure compliance with criteria.
- **Daily Communications:** The patient's status is communicated daily to the site health providers.
- **Indicator Management:** Our team uses key indicators to monitor potential over- and under-utilization which include inpatient days, readmission rates, length of stay, quality and risk identification, referral, and avoidable hospital stay tracking.

MedTrust recognizes the cost component as well as the logistical and security considerations related to outside hospitalization, and therefore MedTrust reiterates its intent to house medically needy patients on-site to the fullest extent possible. Having 24/7 coverage with medical professionals allows a thorough assessment of an inmate's emergent condition and collaboration with on-call provider, thereby reducing unnecessary emergent off-site transfers.

However, in those instances where outside hospitalization is deemed medically necessary, arrangements will be coordinated between MedTrust and the Fayette County Jail's administration in a timely manner to address both medical needs and security operations.

Ongoing monitoring of the off-site inmate care will occur and be documented. When it is identified that care can be administered at the Fayette County Jail, then inmate transfer will be coordinated with the hospital, along with all medical records, and care will continue at the correctional facility. MedTrust likes to conduct annual tours of the correctional facility with key hospital staff to help educate the hospitals on what we can and can't do onsite to best facilitate hospital discharge back to Fayette County Jail as soon as reasonable to help reduce costs while continuing to ensure quality patient care.



We believe that the goal of Utilization Management and Cost Containment Strategies is to ensure that the care rendered is medically necessary, appropriate, and effective according to evidence-based medicine.

Emergency Services

Our on-site medical services staff is trained and will be equipped to respond to medical needs and respond to emergency situations for immediate medical services 24-hours a day, 7 days a week.



All health staff are required to be certified in CPR and the use of AED. As potential first responders to an emergency situation, whether involving inmates, staff, or visitors, rapid assessment and stabilization is expected until emergency medical services assume the care, or the emergency is otherwise successfully managed.

Upon notification of an emergency, health staff respond to the area immediately. Once the area has been secured by correctional staff, medical staff provide appropriate first aid, measure vital signs, and/or have the patient moved to the clinic area for assessment and treatment, when safe to do so.

If the situation is a life-threatening emergency, first responders:

- Activate Emergency Medical Services (911);
- Initiate Cardiopulmonary resuscitation (CPR);
- Apply AED and follow prompts;
- Continue CPR support of patient until relieved by paramedics; and
- Notify security supervisor of need to transport to Emergency Department (ED).

The Provider on call is notified of transfer to the Emergency Department if prior approval was not possible due to the urgency of medical need. For all other emergencies, health care staff contact the provider for orders, if necessary. Collaboration of site providers will take place regarding off-site treatment decisions when an emergency does not exist.

MedTrust maintains all emergency supplies and equipment for 24-hour medical emergency according to written policies. Supplies and equipment are maintained and checked daily by health staff.

All emergency transportation is coordinated with security. MedTrust ensures emergency treatment capability by providing services and training that are essential for emergency response on-site:

- In-service education for medical services staff on first aid and emergency procedures;
- Written policies and procedures concerning emergency transfer and transportation;
- Twenty-four-hour nursing coverage;
- Twenty-four hour on-call medical and psychiatric;



- Twenty-four hour on-call Responsible Health Authority;
- Practice drills for single and mass casualties;
- Emergency preparedness planning, including coordination with community response agencies; and
- Annual training and required demonstration of proficiency in use of first responder "jump" bag, oxygen, AED, and other rescue equipment.

The goal of the on-site emergency services is to safely and expeditiously manage the patient to avoid the necessity of off-site transfer. We will make all attempts to contract with a LOCAL provider who can come into the facility for routine procedures such as suturing when needed in order to keep costs down and minimize patient movement outside the secure facility.

6. All proposals must contain a specific annualized price for a base population of 75 to 100 inmates for all medical care rendered under the resulting contract, taking into account the requirements of #8 below. Provider may state one annualized price for the first year of the contract (and monthly price) and another annualized price (or price escalation factor) for subsequent year(s). Any other exception to the specific price shall be stated, such as per diem charge for an increase in average daily population above the base level.

We have found that during this period of the COVID-19 pandemic, our pricing is at times higher than some of our competitors. We realize that accurate pricing builds strong teams of healthcare professionals, which ensures:

- More consistent quality care;
- Better relations with our clients;
- Reduced turnover;
- Ultimately lower overall healthcare costs.

The pricing below reflects the staffing matrix (found in #4 of this section) that mirrors the positions currently supporting Fayette County Jail and Years 2-4 reflect a modest escalation cost of 5%, which is below current CPI rate of 9.1%.

Also included in the below pricing is:

- Onsite X-ray services;
- Onsite laboratory services;
- A pharmaceutical cap of \$50,000.

At the end of the contract year, any monies not used in the \$50,000 pharmaceutical cap will be refunded back to Fayette County after the year end account reconciliation is complete. **This is one of the many transparent and cost-containing strategies of MedTrust.**



Option 1 – Current Staffing Model			
Base Year	Option Year 1	Option Year 2	Option Year 3
\$864,515.50	\$873,096.12	\$908,019.96	\$944,340.76

Some competitors price to win the bid and then struggle to attract and retain quality staff, or have excessive agency utilization, both of which hinder team building, impede delivery of consistent quality care, and hamper strong relations with the client.

Our pricing is based on current salary realities with the Memphis and Fayette County area and encompasses **MedTrust's incentive strategies and shift differentials to attract, retain, and reduce turnover** because we truly care about our employees.

The adjustment to the current staffing model will help decrease the number of services that occur offsite. More hours of on-site coverage with the Physician Assistant (PA)/Nurse Practitioner (NP) will increase the quality of coverage and also provide the capabilities to assess, diagnose, and prescribe medications without involving transport offsite, involving additional man hours and more expensive services issued by offsite healthcare providers.

MedTrust's mission is to provide **customized healthcare solutions** that are **Realistically Priced, People-Focused, Data-Conscious** and fully **Transparent**. The "people-focused" component encompasses three areas: our staff, our patients, and our clients. We realize that without quality, dedicated staff we won't have clients or patients, so we designed our company around a dynamic employee plan of benefits that attract and retain strong teammates.

Additional Equipment

In addition to the RFP requirements, MedTrust was asked to provide pricing for an Electronic Medical Records (EMR) management system and also software and equipment so EKG's can be performed on a laptop in the jail facility.

MedTrust highly recommends CorEMR for an EMR solution. CorEMR can provide a web-based EMR solution that will enable staff to generate reports, create chart summaries, scan and upload patients' files, and schedule appointments. CorEMR's software is a secure, HIPAA compliant system that is used in many correctional facilities nationwide.

Initial start-up and implementation fee would be \$30,000 and a monthly licensing cost of \$2.00 per inmate/per month. The implementation fee is quoted under the assumption that the EMR system will link to the Jail Management System currently being used in Fayette County Jail. This cost is quoted on a pass-through basis; MedTrust has not loaded any additional amount for overhead or profit. **This is one of the many ways MedTrust is valued as a true partner in healthcare services.**

Th EKG software and supply system will provide Fayette County Jail with accurate results with real-time graphical display and narrative interpretation. This Universal EKG system will easily connect to Fayette County Jail owned laptop and will begin to save budget money immediately through having



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this service on-site versus an offsite provider space. We have received quotes of approximately \$3,000 and again, this cost is a pass-through cost.

Thank you for the opportunity to present a partnership-based inmate healthcare program. If you have any questions about our pricing or proposal, we are happy to provide clarification/answers/additional information. You can call our COO directly at 210.990.2936, 24 hours a day, 365 days a year.

7. Each proposal shall describe how billing to Fayette County will be handled, and the expected terms for payments by the County to the Proposer.

MedTrust will invoice the County by the end of each month that services are provided and true up any amounts on the following month's invoice (e.g., reimbursements for offsite services). Payment is due within 30 days of invoice date. Invoices outstanding more than 60 days from date of invoice shall accrue interest at the amount of 1% per month. **In the spirit of partnership and transparency**, any hours not worked (excluding holidays and PTO) shall be deducted from the following month's invoice. If we fail to meet our obligations, you shouldn't be charged.

This practice, while uncommon in the industry, is an internal control for MedTrust to continuously strive to maintain a 100% fill rate, even during times of significant staffing shortages.

8. Fayette County is willing to share for the costs of medical care in certain specific cost categories in order to assist the Proposer in predicting its costs and potential liabilities. All proposals must specifically state these limits of responsibility so proposed, and how Fayette County would share in these costs after the cost limits have been reached.

The specific item or classification of cost and the assigned responsibility for covering the cost of each item should be explained fully. The following listing should be used for a checklist. The line items or categories of costs are listed below:

Item/Service	MedTrust/County/Both
Nurse wages and benefits	MedTrust
Physician medical director on-site	MedTrust
Provide full-time Licensed Clinical Social Worker	MedTrust
Any other on-site program provider	MedTrust will cover the cost for Mental Health, Fayette County will cover the cost for all other (Dentist, etc.)
Policies and procedures development	MedTrust

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Medical supplies	MedTrust
Minor equipment (over \$500 per single item or unit)	MedTrust will provide minor equipment up to \$1,000 total spend per year.
Repairs on existing equipment	County
Over-the-Counter medications	MedTrust – Limited to \$50,000 cap as described in current contract.
Clinical lab procedures	On-site – MedTrust will cover the cost. Off-site – County will cover the cost.
Office supplies	MedTrust will cover the cost excluding the printer, computer, copies, and fax machine.
Folders and forms	MedTrust
Travel expenses	County – Inmate travel expenses MedTrust – Our staff travel expenses
Long-distance phone calls	County
Publications and subscriptions	MedTrust
Any necessary pharmacy licenses/permits	MedTrust
Medical hazardous waste disposal	County
All required insurance as specified in this RFP	MedTrust
Administrative services (cell phone, fax machine, internet connection, etc.)	County – Internet Connection, land line phone connection, fax machine and line MedTrust – Cellphone for our staff
Training for officers in the jail on various topics	MedTrust
All other specific on-site medical services	MedTrust as set forth in the proposal
Off-site medical services	County
On-site mental health services (to include PREA sexual abuse counseling)	MedTrust
Off-site mental health services (to include PREA sexual abuse counseling)	County

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X-ray services on-site	MedTrust
X-ray services off-site	County
On-site dental services	County will cover the cost. MedTrust will arrange for services when possible.
Off-site dental services	County will cover the cost. MedTrust will arrange for services when possible.
Formulary prescription medications for county inmates	MedTrust – Limited to \$50,000 pharmaceutical cap.
Non-formulary prescription medications for county inmates	MedTrust – Limited to \$50,000 pharmaceutical cap.

Each line items above must be assigned to a responsibility either for Proposer to pay, County to pay, or Proposer to pay with limitations, and if limited, then a reference to the proposal section where the limits are explained.

9. The proposer shall provide a statement confirming understanding that the Fayette County Detention Center has a zero-tolerance policy for sexual abuse and sexual harassment and that they will comply with all provisions of the Prison Rape Elimination Act of 2003 (PREA).

MedTrust confirms and understands the zero-tolerance policy for sexual abuse and sexual harassment. Our staff will comply with these policies and all provisions of the Prison Rape Elimination Act of 2003 (PREA).

10. The proposer shall ensure and provide documentation that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in:

- a. How to detect and assess signs of sexual abuse and sexual harassment;
- b. How to preserve physical evidence of sexual abuse;
- c. How to respond effectively and professionally to victims of sexual abuse and sexual harassment; and
- d. How and to whom to report allegations or suspicions of sexual abuse and sexual harassment.
- e. Appropriate training to conduct forensic examinations.

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- f. The proposer shall maintain and provide documentation that medical and mental health practitioners have received the training referenced in PREA standards either from the agency or elsewhere.
- g. Medical and mental health care practitioners shall also receive the training mandated for employees under PREA standard § 115.31 or for contractors and volunteers under PREA standard § 115.32, depending upon the practitioner's status at the agency.

MedTrust confirms that the above topics referenced in letters A-G are already part of our training modules. All training is documented, signed by the medical professional, and retained in the employee's personnel file.

MedTrust believes in a team approach to Inmate Healthcare, which can only be accomplished through a true partnership with the Fayette County Jail staff. Often, county staff members are the first ones to see a change in the inmate's condition, and almost always the first responder in emergencies, thereby making them the first critical step in preventing unexpected outcomes. To this end, MedTrust proudly offers the same training modules to county personnel that our own staff completes.

The foundation of MedTrust's approach will be comprehensive training, orientation, and continuous involvement of all staff in developing awareness of the risk of self-harm, violence, and suicide risk in correctional facilities.

The term "Safety" in the jail setting refers to not only Suicide and self-injurious behavior prevention, but also to safely implement treatment modalities that keep the patient, the staff, and other inmates safe. MedTrust will coordinate our comprehensive suicide and self-injury prevention program with the plan as defined in Fayette County Jail's standard operating procedures. MedTrust's plan emphasizes communication among all disciplines for a comprehensive approach and quality improvement review.

For the mission of safety and for our approach to be effective, MedTrust supports a trauma informed provision of behavior health treatment for trauma-specific interventions. This includes "a program, organization, or system that is trauma-informed" as defined by the Substance Abuse Mental Health Services Administration (SAMHSA.).

MedTrust's team of professionals:

- Realizes the widespread impact of trauma and understands potential paths for recovery;
- Recognizes the signs and symptoms of trauma in inmates, families, staff, and others involved with the system;
- Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
- Seeks to actively resist re-traumatization.



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MedTrust will adhere to the principles as recommended by SAMHSA's Six Key Principles of a Trauma-Informed Approach:

- Safety;
- Trustworthiness and Transparency;
- Peer support;
- Collaboration and mutuality;
- Empowerment, voice, and choice; and
- Cultural, Historical, and Gender Issues.



Another key to a safe and therapeutic environment for patients, clinicians and security staff is the proper training of all personnel. The MedTrust Team will offer training as per standards and will implement annual training for all medical and behavioral health staff in the areas of Suicide Prevention, Trauma, Mental Illness Recognition and De-escalation of Mental Health Crisis situations.

If Fayette County Jail administration elects to have MedTrust provide this information, these trainings can be completed during shift briefing and/or new hire training annually, quarterly, or as often as Fayette County Jail administration deems necessary.

- 11. The proposer shall provide a statement confirming that if the Fayette County Detention Center's PREA screening instrument pursuant to PREA standard § 115.41 indicates that a jail inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, the proposer shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioners within 14 days of the intake screening. The proposer shall offer medical and mental health evaluation and, as appropriate, treatment to all inmates who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility.**

MedTrust confirms and shall perform a mental health risk screening on each inmate during the initial medical screening, which will occur within 14 days of admission.

Our screening nurse completes an intake mental health screening based upon observation of the person at booking and asking a structured series of questions to identify mental health issues including suicide risk. Each screening nurse is trained to recognize the signs and symptoms of mental illness, the indicators for self-harm, signs of depression, and in the completion of the screen form.

MedTrust shall perform mental health intake assessments for any inmate referred by on or off-site medical staff, or by self-referral by the inmate for mental health services in any of the following ways:

- Basis of the referral to include mental health crisis, suicidal threats, and behavior;
- Referral to a qualified mental health professional based on the Intake Screening;

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- Special needs status in according to accreditation standards;
- History of hospitalization and outpatient treatment;
- Developmental Disability;
- Current psychotropic medication;
- Suicidal ideation and personal and familial history of suicidal behavior;
- Substance usage;
- Alcohol usage;
- History of sex offenses;
- History of expressively violent behavior;
- Past treatment history and/or presentation in this jail;
- History of incarcerations;
- History of victimization due to criminal violence;
- Emotional response to incarceration;
- History of self-mutilating behavior;
- History of special education;
- History of head injury or seizures.

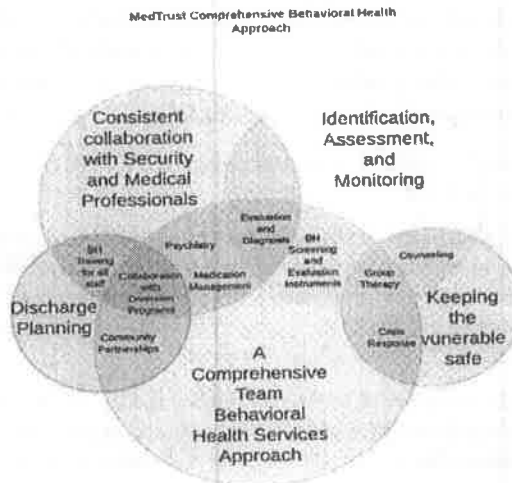
In all aspects of our mental health program, MedTrust emphasizes the role of mental health services in supporting a safe environment for patients, providers, and correctional staff. The proposed staffing model includes a Psychiatric Nurse Practitioner and a Mental Health Professional, who will jointly provide monitoring, assessment, and evaluation of patients according to their assigned level of care and in the location most appropriate (in housing units or in the Medical Unit). MedTrust will also support the Fayette County Jail staff by organizing a plan for responding when patients are in crisis, and immediate behavioral or psychiatric intervention may be necessary.



12. The proposer shall provide a statement that they will conduct a mental health evaluation of all known Inmate-on-inmate abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

MedTrust confirms that a mental health evaluation of inmate-on-inmate abusers will be conducted within 60 days of learning such abuse history.

As illustrated below, all disciplines and encounters with the mentally ill in need within Fayette County Jail are related and overlap in clinical, legal, and public health aspects.



MedTrust believes in working closely with Fayette County Jail to provide input on housing assignment recommendations and classification, including assessments of the patient's ability to function in general population. The patient's goals are expressed to guide our Behavioral Health Staff and providers. Frequency of review and update is based on the orders and the recommendations of our Behavioral Health team members.

To ensure that medications are appropriate, MedTrust's program is guided by the following principles:

- Only psychiatrists, psychiatric physician assistants and/or advanced psychiatric nurse practitioners will prescribe psychotropic medications.
- Patients entering the facility with a verifiable history of compliance and success with a non-formulary medication will have that medication reviewed to best ensure continued successful compliance.
- Psychiatric prescribers will be vigilant to not contribute to the addiction issues of our patients presenting with substance misuse.

During the administration process, MedTrust will develop protocols for the continuity of community prescribed psychotropic medications and emergency psychotropic medications for patients in crisis. As a recognized, evidence-based approach, alternatives to medication that emphasize patient self-



reliance, improved coping, and understanding of mental illness will be available. This strategy minimizes the number of patients on psychotropic medication and facilitates best practices.

MedTrust understands the important correlation between recidivism and lengthy gaps between the last day of treatment in the jail and the first day of treatment after release. Our entire team of caregivers will be cognizant to do all within their power to eliminate/minimize these critical gaps periods.

- 13. The proposer shall provide a statement confirming that inmate victims of sexual abuse shall receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgement.

Inmates will have continuous access to both emergency and routine care, regardless of their location, or status, at all times.

Our on-site medical services staff is trained and will be equipped to respond to medical needs and respond to emergency situations. All health staff are required to be certified in CPR and the use of AED. As potential first responders to an emergency situation, whether involving inmates, staff, or visitors, rapid assessment and stabilization is expected until emergency medical services assume the care, or the emergency is otherwise successfully managed.

Upon notification of an emergency, health staff respond to the area immediately. Once the area has been secured by correctional staff, medical staff provide appropriate first aid, measure vital signs, and/or have the patient moved to the clinic area for assessment and treatment, when safe to do so.

In all aspects of our mental health program, MedTrust emphasizes the role of mental health services in supporting a safe environment for patients, providers, and correctional staff. The proposed staffing model includes a Psychiatric Nurse Practitioner and a Mental Health Professional, who will jointly provide monitoring, assessment, and evaluation of patients according to their assigned level of care and in the location most appropriate (in housing units or in the Medical Unit). MedTrust will also support the Fayette County Jail staff by organizing a plan for responding when patients are in crisis, and immediate behavioral or psychiatric intervention may be necessary.

- 14. The proposer shall provide a statement confirming that inmate victims of sexual abuse while incarcerated shall be offered timely information about and timely access to emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care, where medically appropriate.

MedTrust confirms that inmate victims of sexual abuse while incarcerated will have access to mental health and medical services, in accordance with standards of care when identified as medically appropriate. Our program will also address maladaptive behavior including self-harm, post trauma presentations, episodic depression, physical/sexual victimization, and other life stressors.



The proposed staffing model includes a Psychiatric Nurse Practitioner and a Mental Health Professional, who will jointly provide monitoring, assessment, and evaluation of patients according to their assigned level of care and in the location most appropriate (in housing units or in the Medical Unit).

- 15. The proposer shall provide a statement that the evaluation and treatment of sexual abuse victims under PREA shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody. The proposer shall provide such victims with medical and mental health services consistent with the community level of care.

Inmate identified with a chronic health condition will be assessed and a Special Needs Treatment Plan will be developed with individualized goals for long-term management of the chronic health condition, at a minimum, on a weekly cycle. Goals will be developed and appropriate for the inmate based on history, comorbid conditions present, and age. The plan will be documented in the patient's medical record and findings will be discussed with those involved in the ongoing care plan.

Individualized treatment plans are developed by a physician or other qualified provider at the time the condition is identified and updated when warranted.

- Documentation in the health record confirms that providers are following chronic disease protocols and special needs treatment plans as clinically indicated;
- Determining the frequency of follow-up for medical evaluation based on disease control;
- Monitoring the patient's condition (e.g., poor, fair, good) and status (e.g., stable, improving, deteriorating) and taking appropriate action to improve patient outcome;
- Indicating the type and frequency of diagnostic testing and therapeutic regimens (e.g., diet, exercise, medication);
- Documenting patient education (e.g., diet, exercise, medication);
- Clinically justifying any deviation from the protocol.

Chronic Conditions include, but not limited to:

Asthma	Hypertension
Psychotic Disorders	Mood Disorders
Diabetes	STDs
HIV	Hyperlipidemia
Hypertension	Seizures

When immediate action is required, consultation to review the appropriateness of the action occurs as soon as possible, but no later than 72 hours. Pregnant patients are given comprehensive counseling and care in accordance with national standards and their expressed desires regarding their pregnancy.



As MedTrust implements pre-release planning to coordinate these functions, we will consult with the Fayette County Jail's Facility Administration. Together, we will plan how health care services and release procedures may be coordinated to maximize access to patients who might benefit. Potential strategies include:

- Coordination of the release of inmates to permit our medical services staff to intercept the patient prior to leaving the facilities;
- Documentation and release medication procedures within the notice period available as determined by jail administration;
- Pharmacy systems that allow release of a limited supply of medications with the patient;
- Access to medications at local pharmacies for patients who need to leave before medications, or a prescription may be provided; and
- Coordination with releasing officers to identify what items may be placed in inmate property to support continuation of medical care.

MedTrust understands the important correlation between recidivism and lengthy gaps between the last day of treatment in the jail and the first day of treatment after release. Our entire team of caregivers will be cognizant to do all within their power to eliminate/minimize these critical gaps periods.

16. The proposer shall provide a statement that inmate victims of sexually abusive vaginal penetration while incarcerated shall be offered pregnancy tests. If pregnancy results from vaginal penetration while incarcerated, such victims shall receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services.

MedTrust confirms that identified victims will receive timely and comprehensive and access to pregnancy-related medical services. Reproductive health care for incarcerated individuals is provided in accordance with the same guidelines and recommendations as for those who are not incarcerated. Attention is also focused on the increased risk of infectious diseases and mental health conditions common with incarcerated populations.

In addition to the screening guidelines outlined in the Initial Intake and Health Assessment section; for any female inmate, notation of the following information:

- Menstrual cycle;
- Unusual bleeding;
- Current use of a contraceptive medication;
- Presence of an I.U.D.;
- Breast masses;



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- Nipple discharge; and
- Pregnancy testing, if not completed at intake;
- Gravida/Para status
- Last menstrual period
- Development of a treatment plan, including recommendations concerning housing, job assignment and program participation; and
- Update of a Problem List for the medical record.

To facilitate quality, dignified care of incarcerated patients, our women's health practitioners will support efforts to improve the health care of incarcerated pregnant, postpartum, and nonpregnant individuals to ensure reproductive health and pregnancy needs are being appropriately addressed. Our staff will advise Fayette County Jail administration on guidelines and protocols to ensure the health and well-being of women are achieved using protocols that are consistent with accepted clinical guidelines.

Pregnant patients are given comprehensive counseling and care in accordance with national standards and their expressed desires regarding their pregnancy.

Counseling and assistance are provided and documented in accordance with the pregnant patient's expressed desires regarding her pregnancy, whether she elects to keep the child, use adoptive services, or have an abortion, as regulated by local laws and jurisdiction.

The type of treatment will be determined by the needs of the individual detainee, but will include such things as medications, special diets, physical therapy, laboratory tests or dressing changes. Where self-management (i.e., diet, exercise program) practices are allowed to control the condition, access to different programs and counseling are also provided. Any housing needs will be communicated. Treatment plans will be updated as needed.

17. The proposer shall provide a statement that inmate victims of sexual abuse while incarcerated shall be offered tests for sexually transmitted infections as medically appropriate.

MedTrust confirms that victims of sexual abuse while incarcerated will be offered tests for sexually transmitted infections as medically appropriate.

The initial and ongoing health assessment includes laboratory and/or diagnostic tests to detect communicable diseases, including sexually transmitted diseases and tuberculosis, and other tests (such as urinalysis) as determined by the responsible physician upon consultation with, and approval by, the local public health authority, state, or federal statutes.



18. The proposer shall provide a statement that sexual abuse treatment services provided as required by PREA shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigations arising out of the incident.

MedTrust confirms and our staff are trained and experienced medical professionals and will provide sexual abuse treatment services provided as required by PREA, without financial cost to the victim regardless of the level of cooperation with any investigation.

19. In order to better understand all of the working terms being proposed, the Proposer shall provide with its response to the RFP a sample contract for consideration, in case the Proposer should be awarded the contract.

Confirmed. Please refer to a sample contract for consideration in Attachment 3. Please note that MedTrust's bid assumes either party has the right to terminate any resulting agreement without cause. MedTrust may do so by providing no less than 90 days advance written notice.

20. Proposer must be willing to sign a contract within 10 days of contract award date and provide a plan to coordinate transition with the current healthcare provider in order to be operational to provide services on the contract start date of December 1, 2022.

Confirmed. MedTrust manages correctional healthcare services utilizing a proven model that leverages our exclusive network of experienced medical professionals and state of the art technology to deliver healthcare solutions on time and within budget constraints. Our Correctional Healthcare Leadership team has the proven success in correctional healthcare to provide a solid infrastructure of caring and trusted healthcare professionals that will deliver the best solution to positively impact facility and community needs, reduce administrative overhead, work to drive down recidivism, and ensure a higher quality of detainee care.

During the pre-award phase, we complete several activities to ensure the post-award transition is completed on-time, including finalizing our transition team, analyzing staffing gaps, and negotiating with key personnel. MedTrust will evaluate the current staff, and for those in good standing, our recruitment team will offer "first right refusal."

Our transition plan addresses all elements of contract performance including staffing, contract terms, finance, security, and technical operations. Our desire is to be onsite as soon as possible to meet with Fayette County Jail Facility Administration to review and finalize transition plans and hopefully address and mitigate current healthcare staff concerns.

Following contract award, MedTrust provides a site-specific policy and procedural manual which will adhere to all requirements of:

- American Medical Association (AMA)
- National Commission on Correctional Health Care (NCCHC)



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- Prison Rape Elimination Act (PREA)
- HIPAA compliance laws
- Federal and state regulations.

Our plan promotes a smooth transition of operations and management responsibilities through the following objectives:

- Provide continuity and maintain reliable service levels in the working environment
- Initiate the credentialing process for new hires for positions required.
- Evaluate current operational environment, including projects in progress, confirming that full knowledge is properly documented and transferred (i.e., budgets, inmates in queue for appointments, inmates in treatment plans, performance issues, etc.)
- Use quantitative risk analytics to develop risk mitigation strategies and corrective actions during and after contract start.
- Enable our Corporate Program Manager (CPM) to focus on the management, technical and training elements of the program.

Please refer to the **Sample Implementation Timeline as Attachment 2** that highlights the major implementation milestones. This will be used as a platform and further customized based on Fayette County's needs and recommendations.

INMATE HEALTH CARE SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT ("Agreement") between the Fayette County, Tennessee Sheriff's Office (hereinafter referred to as the "Sheriff" or "SO"), and MedTrust, LLC, a Texas corporation, (hereinafter referred to as "MedTrust"), is dated for reference purposes as of the ____ day of _____ 2022.

WITNESSETH:

WHEREAS, the Sheriff is charged by law with the responsibility for obtaining and providing reasonably necessary health care in the physical care, custody and control of the Sheriff. The Sheriff operates the county detention facility in Fayette County, which is referred to as hereinafter referred to as the "Jail," or "Facility".

WHEREAS, the Sheriff desires to provide health care to these inmates in accordance with applicable law; and

WHEREAS, the Sheriff desires to enter into this Agreement with MedTrust to promote this objective; and

WHEREAS, Sheriff is charged by law to pay for necessary medical care for inmates in the physical care, custody and control of the Sheriff, and

WHEREAS, Sheriff desires to enter into this Agreement with MedTrust to promote this objective, and

WHEREAS, MedTrust is in the business of providing health care services and desires to provide such services for the Sheriff under the terms and conditions of this Agreement relative these inmates who are housed at the Facility,

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

ARTICLE I: ONSITE SERVICES

MedTrust shall provide the following onsite health care services at the Jail:

1.1 General Engagement: Appointment. The Sheriff hereby engages and appoints MedTrust to provide or arrange for the delivery of reasonably necessary health care, including medical, dental, and mental health services to Inmates (for this Agreement, "Inmate(s)" is defined as an individual physical booked into the Jail), which excludes individuals who are only participating in the work release program and not housed at the Jail, and MedTrust accepts this appointment to perform such services in accordance with the terms and conditions of this Agreement.

1.2. Scope of General Services. The responsibility of MedTrust for providing services under this Agreement commences once an individual becomes an Inmate, as defined above in Section 1.1. above. MedTrust shall provide on a regular basis constitutionally required

professional medical, mental health (using telehealth services when and where medically appropriate, as determined by MedTrust), coordinate dental care and provide related health care and administrative services for Inmates healthcare. MedTrust services shall include health screenings, including medical evaluation for inmate work details, regularly scheduled sick call, nursing care, and regular prescriber visits. MedTrust shall make reasonable effort to arrange hospitalization, medical specialty services, emergency medical care, and emergency ambulance services when medically necessary. MedTrust shall provide medical records management, pharmacy services, medical clearances for intra and inter-agency transfers, food handling and work clearances, continuing care of identified health problems and health education.

1.3. Specialty Services. In addition to providing the general services described above, MedTrust will obtain and pay for, pursuant to the limits set forth in this Agreement, special medical services for Inmates housed at the Jail including basic radiology and laboratory. To further reduce costs associated with offsite care, MedTrust shall seek a provider that can do suturing onsite when medically reasonable, and Sheriff shall reimburse MedTrust \$200 (in addition to base compensation set forth below) for each time a MedTrust representative returns to the jail to do suturing. Invoicing for suturing shall include: (a) the name of the MedTrust employee doing the suturing; (b) the name of the patient being sutured, and, (c) the date of the suturing. When non-emergency specialty care is required and cannot be rendered at the Jail, MedTrust will use reasonable effort to make appropriate off-site arrangements for the rendering of such care and shall coordinate with the Sheriff for the transportation of an Inmate in accordance with this Agreement.

1.4. Emergency Services. MedTrust shall provide emergency medical care, as medically necessary. MedTrust shall call for emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment. Additionally, MedTrust shall provide emergency first aid to correctional staff at the Jail upon request of the Sheriff or his designee; however, if there is a simultaneous need for emergency first aid to a correctional staff member and an Inmate, MedTrust staff will attempt to triage each medical need and make reasonable effort to first address the most serious medical need. MedTrust shall not be responsible for payment of emergency transports required for correctional staff.

1.5. Transportation Services. To the extent MedTrust determines any Inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, the Sheriff will, upon prior request by MedTrust, its agents, employees or contractors, provide transportation as reasonably available; provided that such transportation is reasonably scheduled in advance. When medically necessary, MedTrust call for all emergency ambulance transportation of Inmates in accordance with this Agreement.

1.6. Testing. MedTrust will administer Inmate tests and screen for disease and other health hazards as reasonably requested by the Sheriff and as directed by MedTrust's Medical Director.

1.7. Staffing. MedTrust shall provide staffing as set forth in the staffing matrix (Attachment A) for the rendering of health care services to Inmates at the Jail. The staffing matrix attached and incorporated herein as Attachment A includes the agreed-upon staffing for the Facility for an average daily inmate population of 100.

Should the inmate population exceed the established average daily of 100, the Sheriff and MedTrust agree to review staffing and the base contract price to ensure proper care is reasonably able to be provided. If additional staffing is needed to properly care for the inmates, the Sheriff and MedTrust shall agree upon additional base compensation required to provide the needed staffing.

In the event the Jail operations or processes change impacting MedTrust's delivery of medical care and performance under this Agreement, MedTrust and the Sheriff agree to meet to address how the changes impact the delivery of patient care and discuss whether medical staffing needs to be enhanced or reduced, and the associated costs.

1.8 Staffing Withholds. If on a monthly basis total paid hours falls below total contract hours shown on Attachment A, MedTrust shall credit the Sheriff the average hourly rate for unfilled hours by position. In all cases, employees may be used to cover like positions when their credentials equal or exceed the credentials required for such position (e.g., an RN may cover for an LPN). MedTrust will provide Sheriff or its representative with a monthly contract staffing compliance report showing all contract positions relative to the staffing matrix. Unfilled hours include those hours, which are not filled due to voluntary or involuntary termination or any other reason or incident resulting in the position being unfilled; except, unfilled hours will not include those hours not filled due to holidays, vacation, personal leave or assistance with Fayette or inmate litigation, not involving the negligent or wrongful acts of MedTrust.

1.9 Licensure, Certification and Registration of Personnel. All personnel provided or made available by MedTrust to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Tennessee law. Each license or certification shall be on file at a central location as mutually agreed upon and a copy provided to the Sheriff upon request.

1.10 Inmate and Staff Education. MedTrust will provide health education for inmates at the Jail with the objective of raising the level of inmate health and health care. MedTrust will work with the Sheriff to provide correctional staff with periodic health care training as desired by the Sheriff and as MedTrust is able to accommodate without jeopardizing the quality of inmate care.

1.11 Medical Services Staff Education. MedTrust will require that its medical, professional and para-professional staff receive all necessary and requisite legal and statutorily mandated in-service, annual or proficiency training and other such professional or para-professional education and training programs needed to provide current proficiency in the professional's or para-professional's particular medical discipline or specialty.

1.12 Medical Records. MedTrust shall provide a medical record program that complies with applicable laws. If the Sheriff elects to purchase the CorEMR electronic medical records system, MedTrust will coordinate implementation and provide training to medical staff.

1.13 Third Party Reimbursement. MedTrust will seek and obtain from inmates information concerning any health insurance the inmate might have that would cover health care. MedTrust will try to ensure all available third party resources have been reasonably exhausted

(e.g., excluding commencing litigation to obtain third party benefits) before directing the Sheriff to pay any offsite care related invoice. Currently Medicaid and Medicare are not available third party sources, and MedTrust's policies strictly forbid seeking reimbursement from Medicaid/Medicare.

1.14 Comprehensive Quality Improvement. MedTrust shall employ a quality improvement program of regularly scheduled audits of all Inmate health care services provided under the Agreement.

ARTICLE II: OFFSITE SERVICES

2.1 Management of Offsite Inmate Care. MedTrust shall arrange Inmate offsite care.

2.2 Hospital Admission. MedTrust will arrange for the admission of any Inmate who, in the opinion of the MedTrust, requires hospitalization or specialty medical care.

ARTICLE III: PHARMACY SERVICES

3.1 Provision of Pharmacy Services. MedTrust is responsible to prescribe, obtain and administer inmate pharmacy at the Jail. MedTrust shall provide for onsite pharmacy services, including prescribing, acquiring and administering pharmaceuticals. MedTrust shall use best efforts to dispense pharmaceuticals to Inmates within the timeframe dictated by the prescriber, generally 24 hours from the time the prescription or order was written, excepting drug shortages. All medications/supplies used will be paid by MedTrust, subject to an annual limit of \$50,000, as set forth below.

ARTICLE IV: EXCEPTIONS TO TREATMENT

4.1 Non-Inmates. MedTrust shall not be financially responsible for provision of or the cost of any medical treatment or health care services provided to individuals that are no Inmates.

4.2 Changes in Treatment Standards. Occasionally there may be significant changes in treatment standards which are not FDA approved at the start date of this Agreement or are not part of MedTrust's written medical protocols in use at the time this Agreement becomes effective. Should any new significant drug class or diagnostic test be mandated and approved in relation to community health care standards for treatment and or required by the MedTrust's Medical Director as necessary for the treatment of Inmates housed at the Jail, MedTrust will promptly notify the Sheriff of such change.

4.3 Prenatal, Delivery and Post-Partum Services. MedTrust shall arrange prenatal, delivery and post-partum health care services to pregnant Inmates, but health care services provided to an infant following birth will not be the responsibility of MedTrust. MedTrust shall not be responsible for the costs or furnishing or arranging any elective medical services related to prenatal delivery or post-partum services.

4.4 Inmates Outside the Facility. Inmates on any sort of temporary release (authorized or unauthorized), including, but not limited to, inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, will not be included in the daily population count, and will not be the responsibility of MedTrust with respect to any claim, liability, cost or expense for the payment or furnishing of health care services. The care for inmates who become ill or are injured while on temporary release will, pursuant to the terms of this Agreement, become MedTrust's responsibility after the inmate returns to the Jail.

4.5. Elective Medical Care. MedTrust will not be responsible for providing elective medical care to inmates. For purposes of this Agreement, "elective medical care" means medical care, which, if not provided, would not, in the opinion of MedTrust's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Such decisions concerning medical care shall be consistent with applicable laws and community standards. In the event of a dispute between MedTrust's Medical Director and the Sheriff regarding elective medical care, MedTrust will state in writing to the Sheriff reasons why the medical care is being denied. If the Sheriff determines that the medical care being sought or recommended is medically necessary rather than elective medical care, the determination of the Sheriff shall be final and binding on MedTrust and the Sheriff shall pay all related costs and release and indemnify MedTrust for any and all claims and costs. Any referral of inmates for elective medical care must be reviewed and approved by the Sheriff prior to the provision of such services.

4.6 Responsibility for Work Release Inmates. Notwithstanding any other provisions of this Agreement to the contrary, all parties agree that individuals assigned to the work release program who are not housed at the Jail are personally responsible for the costs of any medical services provided to them.

4.7 Inmates from Other Jurisdictions. Medical care rendered within the Jail to inmates from other jurisdictions housed in the Jail pursuant to contracts between the Sheriff and such other jurisdictions will be the responsibility of MedTrust. MedTrust will arrange medical care that cannot be rendered in the Jail, but MedTrust shall have no financial responsibility for such services.

ARTICLE V: GENERAL

5.1 Satisfaction with Health Care Personnel. If the Sheriff becomes dissatisfied with any health care personnel provided by MedTrust hereunder, or by any independent contractor, subcontractors or assignee of MedTrust, MedTrust, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff of the grounds for such dissatisfaction, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, MedTrust shall remove or shall cause to be removed any employee, agent, independent contractor, subcontractor, or assignee about which the Sheriff has expressed dissatisfaction. Should removal of an individual become necessary as outlined in this section, MedTrust will be allowed reasonable time to replace the position without being penalized.

5.2 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by MedTrust in the direct rendering of any health care services.

5.3 Subcontracting and Delegation. In order to discharge its obligations hereunder, MedTrust may engage certain health care professionals as independent contractors rather than as employees. The Sheriff consents to such subcontracting or delegation, and may request approval in advance. As the relationship between MedTrust and these health care professionals will be that of independent contractor, MedTrust will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. MedTrust will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, MedTrust shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, MedTrust ensure proof of professional liability or medical malpractice insurance policy, as applicable coverage for each health care professional, with limits of at least one million dollars (\$1,000,000.00) per occurrence/three million dollars (\$3,000,000.00) annual aggregate limit. If MedTrust is unable to locate a provider with these limits shall obtain the Sheriff's approval to accept less coverage.

5.4 Discrimination. During the performance of this Agreement:

(a) MedTrust and its employees, agents, subcontractors and assignees shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, Vietnam Veteran status, disability as defined in the Americans with Disabilities Act or national origin, except where age, religion, sex, disability or lack thereof or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. MedTrust shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) In all solicitations or advertisements for employees, MedTrust shall state that it 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.

5.5 Accreditation - Obligation of MedTrust. MedTrust's services shall be designed to meet all applicable Tennessee standards, including applicable portions of the Tennessee Corrections Institute Minimum Standards For Local Adult Correctional Facilities. MedTrust will cooperate fully with the Sheriff in all efforts to maintain the Sheriff's accreditations including of the Jail health care program.

5.6 Medical Records. As mentioned above, MedTrust shall cause and require to be maintained a complete and accurate medical record for each Inmate receiving health care services from MedTrust. Each medical record will be the property of the Sheriff and such records shall be maintained by MedTrust in accordance with applicable laws and standards, as well as the Sheriff's policies and procedures. The medical records shall be kept separate from the

Inmate's confinement record. A complete legible copy of the applicable medical record shall be available, within a reasonable time, to the Sheriff and may be available to accompany each Inmate who is transferred from the Jail to another location for off-site services or transferred to another institution with reasonable notice. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, MedTrust shall comply with Tennessee and Federal law and the Sheriff's policies and procedures with regard to access by Inmates and Sheriff's staff to medical records. No information contained in the medical records shall be released by MedTrust except as directed by the Sheriff, by a court order, or otherwise in accordance with applicable law. Upon the expiration or termination of this Agreement, all medical records shall be delivered to and remain with the Sheriff.

5.7 Regular Reports by MedTrust to the Sheriff. On a monthly basis, MedTrust shall provide to the Sheriff, and/or designee, pharmacy costs and operational reports relating to services rendered under this Agreement.

5.8 Inmate Information. Subject to the applicable law, in order to assist MedTrust in providing the best possible health care services to Inmates, the Sheriff will provide MedTrust with information pertaining to Inmates that MedTrust and the Sheriff mutually identify as reasonable and necessary for MedTrust to adequately perform its obligations hereunder.

5.9 MedTrust Records Available to the Sheriff with Limitations on Disclosure. With reasonable notice, MedTrust shall make available to the Sheriff, at the Sheriff's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates under this Agreement. The Sheriff understands that many of the systems, methods, procedures, written materials and other controls employed by MedTrust in the performance of its obligations hereunder are proprietary in nature and will remain the property of MedTrust. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the Sheriff, except if disclosure is approved in advance and in writing by MedTrust or if in connection with the delivery of health care services hereunder, and as permitted or required by law, unless such disclosure is approved in advance in writing by MedTrust.

5.10 Sheriff's Records Available to MedTrust with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the Sheriff will provide MedTrust, at MedTrust's request, access to Sheriff's and Inmates records as permitted by law relating to the provision of health care services to Inmates pursuant to this Agreement as may be reasonably requested by MedTrust or as are pertinent to the investigation or defense of any claim involving MedTrust's services provided under this Agreement. Consistent with applicable law, the Sheriff will make available to MedTrust such records as are maintained by the Sheriff, hospitals and other outside health care providers involved in the care or treatment of Inmates pursuant to this Agreement (to the extent the Sheriff has any control over those records) as MedTrust may reasonably request. Any such information provided by the Sheriff to MedTrust that the Sheriff considers confidential and clearly labeled confidential shall be kept confidential by MedTrust and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the Sheriff.

5.11 Public Record Law. MedTrust acknowledges that it is familiar with the provisions of the Public Records Law of Tennessee. In the event MedTrust should assert any

proprietary or confidential status to any of its systems, methods, procedures or written materials and other controls employed by MedTrust in the performance of its obligation pursuant to this Agreement, then MedTrust shall assert such claim on its own, and shall defend and hold harmless the Sheriff, the employees, officers, appointees and agents of Sheriff against all liabilities for MedTrust's failure to comply with the requirements of the law with regard to the release of records.

5.12 HIPAA Compliance. To the extent HIPAA applies to MedTrust, MedTrust shall comply with those requirements of the Health Insurance Portability and Accountability Act (HIPAA), as amended, relating to MedTrust's responsibilities pursuant to this Agreement.

5.13 Changes. If any statute, rule or regulation is passed or any order issued, any statute or guideline adopted, any change in Facility layout, Inmate movement, or drug/supply availability which materially increases the cost to MedTrust of providing health care services pursuant to this Agreement, MedTrust and the Sheriff may agree on additional compensation to be paid to MedTrust as a result of such changes. If the parties are unable to agree on appropriate compensation, the matter may be submitted to mediation according to the provisions of this Agreement.

5.14 Independent Contractor Status. The parties acknowledge that MedTrust is an independent contractor and that all medical care decisions will be the sole responsibility of MedTrust. Nothing in this Agreement is intended, nor shall they be construed, to create an agency relationship, an employer/employee relationship, a joint venture relationship, joint employer or any other relationship allowing the Sheriff to exercise control or direction over the manner or method by which MedTrust, its employees, agents, assignees or its subcontractors perform hereunder.

5.15 Badges and/or Visitor Passes. All MedTrust employees will wear identification badges at the Jail at all times in a visible manner. MedTrust shall return identification badges and/or visitor passes immediately after an employee's, subcontractor's, independent contractor's or per diem employee's resignation, removal, termination, or re-assignment.

5.16 Subcontracting. Any subcontract shall include the obligations contained in this Agreement, and shall not relieve MedTrust of its obligation to provide the services and be bound by the requirements of this Agreement. The Sheriff and MedTrust each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein. Sheriff shall have the right to reject or approve, in advance, all subcontracts entered into by MedTrust for the purpose of completing the provisions of this contract; however, the approval of the Sheriff shall not be unreasonably withheld. MedTrust will make reasonable effort to enter all subcontracts to meet its obligations of this Agreement within thirty (30) days of the contract start date. After contract start date no subcontracted services and or activities contracted between MedTrust and subcontracted parties may lapse or remain unassigned more than thirty (30) days.

5.17 Notice. Unless otherwise provided herein, 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 when delivered according to this section. Delivery shall be by certified or

registered mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Fayette County Sheriff's Department
Sheriff Bobby Riles
P.O. Box 219
705 Justice Drive
Somerville, TN 38068

MedTrust, L.L.C.
Ken Palombo
8610 Broadway St, Suite 270
San Antonio, TX 78217

5.18 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 State of Tennessee, with exclusive state court venue in Fayette County, Tennessee, notwithstanding any conflicts of law principles to the contrary.

5.19 Entire Agreement. This Agreement, attachments and exhibits specifically incorporated herein constitute 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 modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

5.20 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

5.21 Mediation of Disputes. Prior to bringing any lawsuit under this Agreement, the parties hereto agree to submit any and all disputes to pre-suit mediation in accordance with Tennessee law.

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

5.23 Enforcement. In the event either party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party in any proceeding hereunder shall be entitled to recover the reasonable cost of such action so incurred, including without limitation, reasonable attorney's fees.

5.24 Other Contracts and Third-Party Beneficiaries. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

5.25 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.

5.26 Force Majeure. The parties shall not be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused, without limitation, by Inmate disturbances, acts of public enemy, fire, pandemics, flood, earthquakes, hurricanes, failure of transportation, explosion, war, embargo, government regulation, supply shortages, civil or military authority, acts of God, acts or omissions of carriers or other similar causes beyond the control of the party.

5.27 Default. Unless MedTrust's performance is specifically exempted by this Agreement, Sheriff shall be entitled to a credit or reimbursement for any reasonable cost the Sheriff incurs for any medical services required to be performed by MedTrust when and to the extent that MedTrust shall fail to perform and a thirty (30) day cure period has passed. The credit or reimbursement provided for in this section shall not be deemed to be the sole remedy of the Sheriff and the Sheriff is otherwise entitled to seek all other lawful remedies the Sheriff is entitled to under this Agreement, including any and all damages stemming from the failure of MedTrust to pay as is required under this Agreement.

5.28 Permits and License. MedTrust acknowledges that it will maintain relevant permits and licenses required for MedTrust to perform the services required by this Agreement. This will include, but not be limited to licenses and permits for radiology and pharmacy. MedTrust shall ensure that all individuals or entities performing the services required under this Agreement, including but not limited to its employees, agents, assignees, subcontractors or independent contractors shall be appropriately licensed, registered or certified as required by applicable law. MedTrust shall notify the Sheriff of any revocation, suspension, termination, expiration, restrictions, etc., of any required license, registration or certification of any individual or entity to perform the services herein specified.

5.29 Effect of this Agreement. This Agreement constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersede all previous written or oral agreements and representations. This Agreement may be modified only in writing that expressly references this Agreement and is executed by the parties hereto.

5.30 Liaison. The Sheriff or his designee (so designated in writing by the Sheriff) shall be the liaison with MedTrust.

5.31 Authority. Each party hereto expressly represents and warrants that the person executing this Agreement is the legal, valid and binding representative of that party.

5.32 Sheriff's Correctional Healthcare Advocate. The Sheriff may designate a Correctional Health Care Monitor who will be its representative and who shall require MedTrust to meet all contract requirements; monitor MedTrust's compliance and any corrective action to resolve areas of non-compliance or deficiencies.

5.33 Appearances. MedTrust's representatives shall cooperate with the Sheriff as necessary for required court appearances related to medical services at the Jail.

5.34 Civic Groups. Upon mutual agreement of the Sheriff and MedTrust, MedTrust shall discuss the services provided under this Agreement with local civic groups or visiting officials.

5.35 Sheriff's Facility. The Sheriff may prohibit entry to the Jail or remove from a Facility any of MedTrust's subcontractors, independent contractors or employees who do not perform their duties in a professional manner, who violate the security regulations or procedures of the Sheriff, or who present a security risk or threat as determined in the sole discretion of the Sheriff. The Sheriff reserves the right to search any person, property or article entering the Jail. MedTrust's employees, independent contractors, and subcontractors, their desks, lockers, personal effects, and vehicles parked in or on the premises of the Jail are subject to search at any time.

5.36 Computer Security. MedTrust shall use its best efforts to ensure that any of its actions do not corrupt or infect any of Sheriff's computer equipment, computer software, data files, or databases.

5.37 Media Requests. If media requests are received, MedTrust may be responsible for responding to the media after coordinating its response with Sheriff's Public Information Office.

5.38 Emergency Notification. MedTrust shall promptly notify the Sheriff of any unusual illnesses, any emergency care, any Inmate death, and any potential media concern.

5.39 Infection Control. MedTrust shall implement an infection control program which includes but is not limited to concurrent surveillance of staff and Inmates, prevention techniques, treatment, and reporting of infections in accordance with local, state and federal laws, OSHA and Governing Standards.

5.40 Inmate Grievances, Complaints. Inmate complaints or grievances regarding services under this Agreement shall be forwarded to the MedTrust onsite staff who shall promptly review the complaint or grievance, gather all information concerning the complaint or grievance, discuss such with the Sheriff's appointee and take appropriate action in accordance with the Sheriff's grievance procedures.

5.41 Medical Disaster Plan. Subject to the approval of the Sheriff, MedTrust shall maintain procedures, developed within 60 days of contract start, for the delivery of medical services in the event of a disaster, including but not limited to, fire, tornado, hurricane, epidemic, riot, strike or mass arrests. Such procedures shall be maintained and/or modified by MedTrust working closely with the Sheriff's staff and may include:

- (a.) Communications system;
- (b) Recall of key staff;
- (c) Assignment of health care staff, including core staff remaining onsite during any disaster lock down;
- (d) Establishment of command post;
- (e) Safety and security of the patient and staff areas;

- (l) Use of emergency equipment and supplies to include automatic external defibrillators (AED's);
- (g) Establishment of a triage area;
- (h) Triage procedures;
- (i) Medical records –identification of injured;
- (j) Use of ambulance services;
- (k) Transfer of injured to local hospitals;
- (l) Evacuation procedures (to be coordinated with security personnel); and
- (m) Practice drills monthly (such as live action drills) at Jail involving staff from each shift in accordance with NCCHC standards.

5.42 Security - General. MedTrust and the Sheriff understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of MedTrust as well as for the security of the Inmates and the Sheriff's staff, consistent with the correctional setting. The Sheriff will take all reasonable measures to provide sufficient security to enable MedTrust, and its personnel, to safely and adequately provide the health care services described in this Agreement. MedTrust, its staff and personnel, understand that the facility in which services will be rendered is a detention facility and that working in such a facility involves inherent dangers. MedTrust, its staff and personnel further understand that the Sheriff cannot guarantee anyone's safety in such a facility and nothing herein shall be construed to make the Sheriff, his deputies or employees a guarantor of the safety of MedTrust employees, agents or subcontractors, including their employees. In the event that any clinical recommendation by MedTrust for particular health services for any Inmate should not be implemented and carried out for security reasons or otherwise by the Sheriff, MedTrust will be released from professional liability for any damages resulting from any such decision on the part of the Sheriff, as long as MedTrust's request was made in writing.

5.43 Loss of Equipment and Supplies. The Sheriff shall not be liable for loss of or damage to equipment and supplies of MedTrust, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the Sheriff or his employees.

5.44 Security During Transportation Off-Site. The Sheriff will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Jail and any other location for off-site services as contemplated herein.

5.45 Office Space. The Sheriff agrees to provide MedTrust with office space at the Jail, the use of the equipment (including office furniture and office equipment) currently being used at the Jail to provide health care services to Inmates, and utilities (such as electricity, phone, internet, and water) sufficient to enable MedTrust to perform its obligations hereunder. The Sheriff will provide necessary maintenance and housekeeping of the office space and equipment at the Jail. MedTrust agrees it has inspected the Jail and medical office space at the Jail and that such space and the Jail can be utilized to perform the obligations required under this Agreement.

5.46 Delivery of Possession. The Sheriff will provide to MedTrust, beginning on the date of commencement of this Agreement, possession and control of all medical equipment and supplies that are the Sheriff's property, in place at the Jail's health care unit. Furthermore, to

assist in the transition of health care to MedTrust, the Sheriff will make reasonable effort to accommodate MedTrust's requests to review the Jail and gather information prior to the contract start date. At the termination of this or any subsequent Agreement, MedTrust will return to the Sheriff possession and control of all pharmacy, supplies, medical and office equipment, in working order, reasonable wear and tear excepted, which are in place at the Jail's health care unit at the termination of this Agreement.

5.47 Maintenance and Replenishment of Equipment. Sheriff will maintain all equipment necessary for the performance of this Agreement by MedTrust in working order during the term of this Agreement. MedTrust shall provide up to \$1000.00 per year in minor equipment.

5.48 General Maintenance Services. The Sheriff will provide for each Inmate receiving health care services at the Jail the same services provided by the Sheriff for all Inmates at the Jail including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

5.49 Supplies. MedTrust shall maintain appropriate medical supply levels to deliver the care set forth herein. The Sheriff shall provide a printer, copier, fax machine and computers required to provide inmate healthcare.

5.50 Biohazardous Waste. Sheriff shall arrange for the proper disposal of all biohazardous medically generated waste occurring at the Jail during the term of this Agreement.

5.51 Software and Electronic Information. All MedTrust software programs and other information technology purchased or developed by MedTrust and used in its performance of this Agreement are proprietary to and/or the property of MedTrust, and Sheriff shall not have any right, title or interest, in or to such property, except as otherwise provided in this paragraph. At the expiration or termination of this Agreement, MedTrust will provide the Sheriff with all Inmate data that has been stored electronically on MedTrust's systems and/or the Sheriff's EMR system in a useable format, and ensure that all paper Inmate medical records and / or electronic documents are complete and remain in the Sheriff possession.

5.52 Prison Rape Elimination Act (PREA). MedTrust acknowledges that the Fayette County Detention Center has a zero-tolerance policy for sexual abuse and sexual harassment and that they will comply with all provisions of the Prison Rape Elimination Act of 2003. MedTrust will provide documentation that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in:

- (a) How to detect and assess signs of sexual abuse and sexual harassment
- (b) How to preserve physical evidence of sexual abuse
- (c) How to respond effectively and professionally to victims of sexual abuse and sexual harassment
- (d) How and to whom to report allegations or suspicions of sexual abuse and sexual harassment

(e) How to conduct basic forensic examinations within their scope of practice

5.52.1 MedTrust will maintain and provide documentation that medical and mental health practitioners have received the training for contractors under PREA standard § 115.32.

5.52.2 If the Fayette County Detention Center's PREA screening indicates an Inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, MedTrust will ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioners within 14 days of the intake screening.

5.52.3 MedTrust will offer medical and mental health evaluation and, as appropriate, treatment to all Inmates who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility.

5.52.4 MedTrust will conduct a mental health evaluation of all known inmate-on-inmate abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

5.52.5 Inmate victims of sexual abuse receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by MedTrust.

5.52.6 Inmate victims of sexual abuse while incarcerated will be offered timely information about and timely access to emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care, where medically appropriate.

5.52.7 Evaluation and treatment of sexual abuse victims under PREA will include, given reasonable advanced notice and as medically appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.

5.52.8 Inmate victims of sexually abusive vaginal penetration while incarcerated shall be offered pregnancy tests. If pregnancy results from vaginal penetration while incarcerated, such victims shall receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services.

5.52.9 Inmate victims of sexual abuse while incarcerated shall be offered tests for sexually transmitted infections as medically appropriate.

5.52.10 Sexual abuse treatment services as required by PREA shall be provided to the victim without financial cost to the victim and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

ARTICLE VI: TERM AND TERMINATION

6.1 Term. The term of this Agreement shall be for one year. Services will commence effective at 12:01 a.m. December 1, 2022, and run through midnight November 30, 2023.

Subject to Section 6.2, this Agreement may be renewed annually under like terms thereafter. Renewal, if any, shall only be upon written mutual agreement of all the parties.

6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

(a) Termination by Agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

(b) Termination by Cancellation. This Agreement may be cancelled by either party without cause upon ninety (90) days prior written notice in accordance with this Agreement.

(c) Termination for Default. In the event any party shall give written notice to the other parties that a party has materially defaulted in the performance of any of its material obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice in writing, the party giving the notice shall have the right immediately to terminate this Agreement as to all parties.

(d) Annual Appropriations and Funding. All parties acknowledge that the performance of this Agreement and payment for medical services to MedTrust pursuant to this Agreement is predicated on the continued annual appropriations by the Board of County Commissioners of Fayette County to the Sheriff.

(e) In the event this Agreement should terminate or be amended on a date other than the end of the current contract year, the aggregate cap (section 7.6) and base compensation (section 7.1) set forth herein will be prorated accordingly based on the fractional portion of the year during which MedTrust actually provided services.

6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all of MedTrust's responsibility for providing health care services to all Inmates, including Inmates receiving health care services at sites outside the Jail, will terminate.

6.4 Owner of Documents Upon Early Termination. Upon any termination of this Agreement (i.e. prior to its expiration or upon its expiration), copies of all finished or unfinished documents, studies, correspondence, reports or other products prepared by MedTrust for Sheriff shall be provided to the Sheriff.

ARTICLE VII: COMPENSATION

7.1 Base Compensation. The base monthly compensation shall be invoiced by MedTrust to the Sheriff in advance of the month in which services are provided. The Sheriff shall pay the base monthly compensation invoice by the end of the month of service. All monthly adjustments (e.g., withholds, per diem) shall be invoiced or credited, as the case may be, the following month. In the event this Agreement should terminate or be amended on a date other than the end of any calendar month, compensation to MedTrust will be prorated accordingly based on the fractional portion of the month during which MedTrust actually provided services. Any properly submitted

invoice not paid within 60 days from receipt shall accrue interest at 1.5% per month until paid in full.

The Sheriff shall pay to MedTrust the base price sum of \$864,515.50 for an average daily inmate population up to 100, payable in twelve (12) equal monthly installments. For each inmate in excess of 100 average daily inmate population, up to 120 ADP, the Sheriff shall pay MedTrust a per diem of \$4.55, unless it is reasonably determined additional medical staffing is needed to properly care for an inmate population in excess of 100 ADP.

7.2. Inmate Population. The average daily inmate population shall be based upon the daily count. The average daily population counts are added for each day of the month and divided by the number of days in the month to determine the average monthly inmate population. The excess, if any, over the applicable inmate population cap of 100 will be multiplied by the per diem rate and the number of days in the month to arrive at the increase in compensation payable to MedTrust for the month. Should the Sheriff designate any site other than the Jail requiring the provision of health care services to Inmates by MedTrust, the parties agree to negotiate the additional staff and compensation prior to MedTrust commencing services at the newly designated facility.

7.3. Compensation for Renewal Terms. Pricing may be adjusted for the renewal terms based on the mutual written agreement of the parties.

7.4. Failure to Perform/Reimbursement. For any services required to be performed by MedTrust under this Agreement, but that are performed by the Sheriff due to MedTrust's failure to perform, MedTrust shall reimburse Sheriff for those expenses and such expenses shall be reduced from the monthly payment due MedTrust from the Sheriff under this Agreement.

7.5. Specialty Services. Sheriff shall reimburse MedTrust \$200.00 for each suturing event on-site (i.e. at the Jail) for returning to the facility.

7.6. Limits on Offsite and Pharmacy. Under this Agreement, MedTrust shall have no financial responsibility for specialty care not provided onsite by MedTrust employees nor for any offsite care or transports. MedTrust shall provide pharmacy services and be responsible for up to \$50,000 annually (i.e., each 12 month contract period) for pharmacy costs. Any pharmacy cost in excess of \$50,000 shall be paid by the Sheriff.

ARTICLE IX: LIABILITY AND RISK MANAGEMENT

8.1. Insurance. At all times during the term and any renewal term of this Agreement, MedTrust shall maintain (i) Professional Liability insurance covering MedTrust, its employees and officers in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate annually; (ii) Comprehensive General Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00); and (iii) statutorily required Comprehensive Automobile Liability Insurance. All insurance policies shall be with insurers qualified and doing business in Tennessee. Physicians, physician assistants, nurses and dentists provided by MedTrust will be included in the coverage. The Sheriff and the Fayette County Government shall be named on the Certificate of Insurance as additional insureds. In the event that the coverage changes, MedTrust shall attempt provide the Sheriff and the

County Mayor's Office with thirty (30) days' notice in writing. MedTrust shall also provide thirty (30) days advance notice to the Sheriff and the County Mayor's Office, in writing, of any changes in policy coverage or amount and cancellation or non-renewal of insurance coverage. MedTrust's insurance coverage amounts shall apply to this Agreement with start of services and continue for applicable statute of limitations periods.

(a) All insurance policies shall be with insurers qualified to do business in Tennessee. MedTrust also agrees to make accessible to the Sheriff copies of policies and subsequent renewal policies. Sheriff will be notified if there are any changes in contract or providers from insurance carriers on a timely basis. Failure to maintain such coverage will be determined as a material breach of contract, and as such, the Sheriff may elect to terminate contract with no notice or economic loss.

(b) MedTrust shall maintain over the term and any renewal term of this Agreement, Worker's Compensation Insurance for all MedTrust employees connected with the work of this Agreement, and in the case of any subcontracting, MedTrust will require and ensure that the subcontractor have sufficient coverage as well. Such insurance will comply fully with the Tennessee Workers' Compensation Law. Should an MedTrust subcontractor fail to maintain such insurance, MedTrust will ensure statutory workers' compensation coverage for that subcontractor or terminate the use of such subcontractor.

9.2 Lawsuits Against the Sheriff. In the event that any lawsuit (whether frivolous or otherwise) is filed against one or more of the Sheriff, his employees, its employee or agents, based on allegations concerning medical care of Inmates or on the performance of MedTrust's employees, agents, or subcontractors, the parties agree that MedTrust, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them.

9.3 Indemnity. MedTrust shall defend, indemnify and hold harmless the Sheriff, Fayette County, their officers, and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of MedTrust or anyone employed by Contractor in the performance of this Agreement.

a) This section does not pertain to any incident arising from the negligence or intentional misconduct of the Sheriff.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

FAYETTE COUNTY SHERIFF'S OFFICE

MEDTRUST, LLC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FAYETTE COUNTY MAYOR

By: _____

Title: County Mayor

Date: _____

ATTACHMENT A

Fayette Staffing										
Day Shift										
Position	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	TBS*	Hrs/Wk	FTE
HSA/RN	8	8	8	8	8				40	1.00
Medical Director***								0.500	1	0.01
PA/NP								8	8	0.20
LPN **	12	12	12	12	12	12	12		84	2.10
Mental Health								4	4	0.10
Psychiatric NP								4	4	0.10
Total Hours / FTE	20	20	20	20	20	12	12	16.50	141	3.51
Night Shift										
Position	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	TBS*	Hrs/Wk	FTE
LPN**	12	12	12	12	12	12	12		84	2.10
Total Hours / FTE	12	12	12	12	12	12	12		84	2.10
Total Hours / FTE	32.00	32.00	32.00	32.00	32.00	24.00	24.00	16.50	224.50	5.61

*- To be scheduled FTEs.

** - LPN coverage will be around the clock, but we may to 12 hour shifts or 8 hours shifts, depending on nurse availability

*** - Medical Director will be 2 hour per month

Commissioner Steve Reeves made the motion to approve body and vehicle cameras for the sheriff's department from Motorola Solutions. This includes fifty-seven (57) body and vehicle cameras with an additional ten (10). The initial cost would be \$162,240.00 for the first the first year with a reoccurring \$47,840.00 for

the next four (4) years. This includes the training, warranty, and cloud storage. This was passed by the Criminal Justice and Public Safety Committee and the Budget Committee. The motion was seconded by Commissioner Rice and passed unanimously.



QUOTE-1741633



FAYETTE COUNTY SHERIFF'S DEPARTMENT

Fayette County 60 ICV & 50 BWC

04/28/2022

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.



QUOTE-1741633

04/28/2022

FAYETTE COUNTY SHERIFF'S DEPARTMENT
705 JUSTICE DR
SOMERVILLE, TN 38068

RE: Motorola Quote for Fayette County 60 ICV & 50 BWC
Chief Deputy Garcia,

Motorola Solutions is pleased to present Fayette County Sheriff with this quote for in-car and body-worn video equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Fayette County Sheriff with the best products and services available in the video industry. Please direct any questions to Rick Carter at rickcarter@motorolasolutions.com or Kevin Mallonee @ kevin.mallonee@motorolasolutions.com

We thank you for the opportunity to provide you with a video solution and look forward to your review and feedback regarding this quote.

Sincerely,

Rick Carter
Regional Sales Manager



QUOTE-1741633
Fayette County 60 ICV & 50 BWC

Billing Address:
FAYETTE COUNTY SHERIFF'S
DEPARTMENT
705 JUSTICE DR
SOMERVILLE, TN 38068
US

Quote Date:04/28/2022
Expiration Date:07/27/2022
Quote Created By:
Kevin Mallonee
Kevin.Mallonee@
motorolasolutions.com
214-449-6011

End Customer:
FAYETTE COUNTY SHERIFF'S
DEPARTMENT
Ray Garcia
rgarcia@fayettecountysheriff.org
901-465-3933

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH V300 BODY WORN CAMERA AND COMMAND CENTRAL EVIDENCE - 5 YEARS VIDEO-AS-A-SERVICE (\$205 PER MON)*	50	5 YEAR	\$12,300.00	\$615,000.00	
2	AAS-BWC-XFS-DOC	TRANSFER STATION (8 BAY) - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON)	4	5 YEAR	\$1,800.00	\$7,200.00	
3	AAS-BWC-USB-DOC	V300 USB CHARGE/UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$4 PER MON)	50	5 YEAR	\$240.00	\$12,000.00	
4	AAS-UPL-SVR-001	UPLOAD APPLIANCE - 5 YEARS VIDEO-AS-A-SERVICE (\$100 PER MON)	1	5 YEAR	\$6,000.00	\$6,000.00	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively, "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc. 500 West Monroe, United States - 60661 - # 36-1115600



QUOTE-1741633
Fayette County 60 ICV & 50 BWC

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
5	SVC-ONS-400-AAS	VAAS MANAGED INSTAL,ONSITE,TRAIN,C ONFIG	1		\$5,000.00	\$5,000.00	
6	PSV00S01454A	LMS ONBOARDING	1		\$0.00	\$0.00	
7	SSV00S01450B	LEARNER LXP SUBSCRIPTION	50	5 YEAR	Included	Included	
8	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS	50	5 YEAR	Included	Included	
9	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS	50	5 YEAR	Included	Included	
10	SSV00S03096A	COMMANDCENTRAL EVIDENCE UNLIMITED IN CAR STORAGE VAAS	50	5 YEAR	Included	Included	
11	BW-V30-10--	V300 BODY WORN CAMERA, MAG CHEST MOUNT	50		Included	Included	3 YEAR
12	WAR-300-CAM-NOF	V300 NO FAULT WARRANTY	50	5 YEAR	Included	Included	
13	BW-AAS-V3-TS	VIDEO EQUIPMENT,V300 XFER STATION, UNCONF (\$30 PER MON)	5		Included	Included	
14	VIS-AAS-300-CHG	VIDEO EQUIPMENT,V300 USB DESKTOP DOCK VAAS (\$4 PER MON)	50		Included	Included	
15	IV-M5-FC-PC-V3W	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	50		Included	Included	
16	WAR-M500-CAR-2Y	M500 EXTENDED WARRANTY	50	5 YEAR	Included	Included	
17	HDW-UPL-SRV-501	SVR 1U EVIDLIB 5YRS WNTY	1		Included	Included	
18	WGW00140-100	EXTENDED WARRANTY, UPLOAD SERVER EL.COM (WGA00421-501), FULL SERVICE ON SITE, 5-YEAR (MONTHS 37-60)	1	5 YEAR	Included	Included	



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QUOTE-1741633
Fayette County 60 ICV & 50 BWC

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
19	IV-ACK-WF-C--DM	MIKROTIK CONF WIFI KIT, DRILL MNT	50		Included	Included	
20	IV-ACK-WF-NS-AP	MIKROTIK WIFI KIT SECTOR AP	5		\$250.00	\$1,250.00	
21	VIS-300-BAT-RMV	V300, BATT, 3.8V, 4180MAH	50		\$99.00	\$4,950.00	
	Video as a Service						
22	AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND COMMAND CENTRAL EVIDENCE - 5 YEARS VIDEO-AS-A-SERVICE (\$165 PER MON)*	10	5 YEAR	\$9,900.00	\$99,000.00	
23	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS	10	5 YEAR	Included	Included	
24	SSV00S03096A	COMMANDCENTRAL EVIDENCE UNLIMITED IN CAR STORAGE VAAS	10	5 YEAR	Included	Included	
25	IV-M5-FC-PC-TM	VIDEO EQUIPMENT, M500 IN-CAR SYSTEM FRONT/PASSENGER CAM*	10		Included	Included	
26	WAR-M500-CAR-2Y	M500 EXTENDED WARRANTY	10	5 YEAR	Included	Included	
27	IV-ACK-WF-C--DM	MIKROTIK CONF WIFI KIT, DRILL MNT	10		Included	Included	
28	HDW-ETH-SPS-M5	SMART POE SWITCH (SPS), M500	10		\$250.00	\$2,500.00	
29	VIS-SPS-WIF-KIT	VISTA HD, SPS KIT, INC PWR & ANT CBL	10		Included	Included	
30	PSV00S01454A	LMS ONBOARDING	1		\$0.00	\$0.00	
31	SSV00S01450B	LEARNER LXP SUBSCRIPTION	10	5 YEAR	Included	Included	
32	IV-ACK-AU-HF-MB	HI-FI MIC BUND KIT V.2, BRACKETS	10		Included	Included	



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Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
33	BRK-4RE-DVR-100	BRKT KIT 4R DVR UNIVERSAL	10		\$75.00	\$750.00	
34	VIS-300-VEH-002	V300, WIFI DOCK, D330 VHCL CHGR/UPLD KIT	10		\$295.00	\$2,950.00	

Grand Total **\$756,600.00(USD)**

Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$165,240.00	\$0.00
Year 2 Subscription Fee	\$147,840.00	\$0.00
Year 3 Subscription Fee	\$147,840.00	\$0.00
Year 4 Subscription Fee	\$147,840.00	\$0.00
Year 5 Subscription Fee	\$147,840.00	\$0.00
Grand Total System Price	\$756,600.00	\$0.00

Notes:

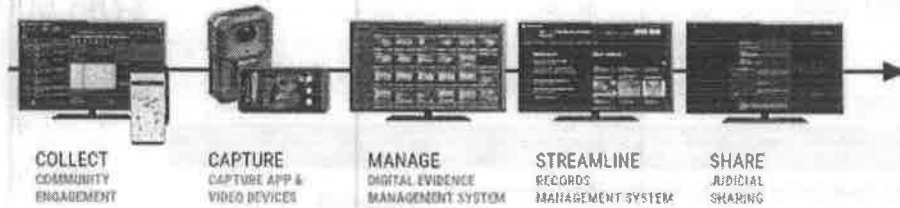
- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



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VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS provides agencies access to high-definition camera systems and the industry's only fully end-to-end digital evidence management ecosystem. Included in this quote is access to CommandCentral Evidence, which includes several applications that enable a single, streamlined workflow.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per-device charge, billed quarterly.



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V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The WatchGuard V300 HD Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



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V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios and the V300 Body-Worn Cameras are able to work together to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



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DOCKING STATIONS

The V300 has three docking options:



Transfer Station - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



Wi-Fi Base - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



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M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software (DEMS), to improve the quality of evidence collected and streamline the data sharing process throughout investigation.

VIDEO RECORDING AND CAPTURE

Equipped with high-definition front and cabin cameras with configurable recording resolution of up to 1080p, the M500 creates a reliable record of evidence that can be uploaded to your DEMS solution from any location with a cellular or Wi-Fi signal.

It is equipped with patented Record-After-the-Fact (RATF) technology, which ensures continuous recording from both front and cabin perspectives whenever the camera is on, even if the recording function isn't manually engaged. All RATF data is automatically uploaded to DEMS, for easy review and data capture whenever it is needed.

DISPLAY AND USER INTERFACE

The M500 system features a 5" control panel with a bright, clear display. It offers an icon-driven interface and intuitive controls to streamline field operations. Users can execute any function on the device within three taps of the screen.

AUTOMATIC RECORDING FUNCTIONALITY

Users can program various sensors to activate a new recording. These sensors include emergency lights, sirens, auxiliary inputs, wireless microphones, vehicle speed, and crash detection. When these sensors are triggered, the integrated cameras automatically start recording, allowing officers to capture video evidence without manually activating any cameras.

INTEGRATION WITH V300

The M500 integrates with the V300 Body-Worn Camera for synchronized recording and playback, as well as wireless uploading. Whenever one camera in a group is activated, the Group Recording function enables other cameras in that group within Wi-Fi range to join in on a group recording for easy capture of all available information. Video evidence on a V300 Body-Worn Camera can be uploaded to your evidence management system via an in-car LTE network.



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COMMANDCENTRAL EVIDENCE PLUS SOLUTION DESCRIPTION

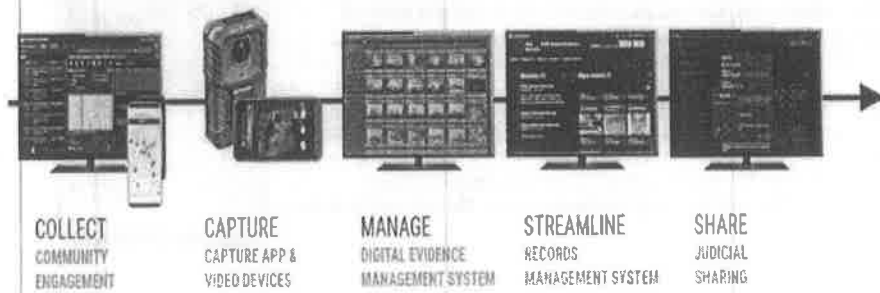
OVERVIEW

CommandCentral Evidence provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location. By centralizing digital evidence storage and management, CommandCentral Evidence removes data silos and helps users get the most out of their critical information.



Users access all case content from a single, cloud-based location. Cases integrate records and evidence content, allowing users to view all media associated with a case. These cloud-based tools help users account for all evidence regardless of source. CommandCentral Evidence makes it easy to secure and share content with chain of custody intact to improve collaboration.

CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework, audited annually against the Service Organization Control 1 and 2 reporting framework.

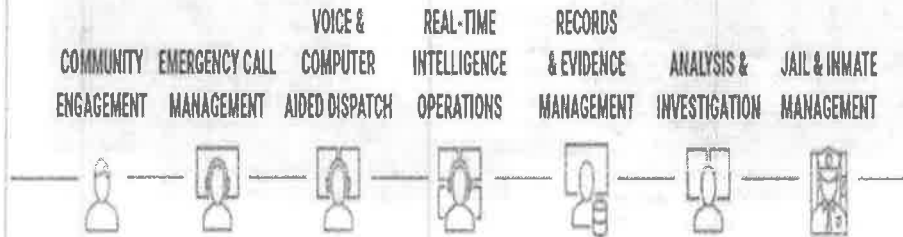


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THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



The CommandCentral End-to-End Platform

Community Interaction Tools

CommandCentral Evidence provides a set of Community Interaction tools to enhance the partnership between your agency and the public. This solution is the foundation for transparent community engagement by streamlining the flow of data between your agency and the people you serve. The toolkit helps build public trust and increases the value of community intelligence. As a result, your agency gains new ways to connect with the public, building collaboration and transparency.

Community interaction centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect enable you to create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important data is streamlined to make engagement easier.



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AGENCY PAGE

CommandCentral Evidence provides a dedicated, public-facing webpage for your agency. This customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency's social media feeds to further unify communications.

PUBLIC SUBMISSIONS

With CommandCentral Evidence, the public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, such as anonymous tips, public information requests, and non-emergency submissions. Your agency will decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can submit tips using these forms on CityProtect, or via anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture. TipManager manages these submissions in a central location and saves digital content in CommandCentral Evidence. This streamlines public-provided content with officer-captured evidence in a single repository.

DIGITAL EVIDENCE COLLECTION

CommandCentral Evidence's digital evidence collection features allows your agency to collect case-specific digital media from any source without needing a personal device or physical storage, such as CDs, USBs, or other devices checked into physical evidence stores. Digital files are automatically added and tagged within the application, making access to specific information easy and efficient.

CRIME MAP

Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your CAD or RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. Crime Map also provides the following:

- Incident data display with up to hourly updates.
- Primary Agency shapefile.
- Sex offender listing options.
- Crime data download option and action link.

CAMERA REGISTRATION

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications.



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FIELD RESPONSE APPLICATION

CommandCentral Evidence features a mobile application that allows users to capture video, images, and audio from the field. The application provides advanced camera controls to help users control what is captured. Integrated metadata population and tagging provides immediate access of content in the Digital Evidence Management application. This isolation ensures evidence is not accessible by other apps and ensures an uncompromised chain of custody from the moment of capture.

This application is a capture source for officers, detectives, command staff, supervisors and other law enforcement personnel. The application's user interface exists in the same ecosystem as the Digital Evidence Management tool. The field response application is available on iOS and Android.

RECORDS MANAGEMENT

CommandCentral Evidence's record management capabilities allow users to quickly and easily search video, audio, images, and other digital content. It then stores that data in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

- Consolidated Record View – Enter and view incident data, officer narrative, and digital evidence with one user interface, allowing officers to spend more time in the field.
- Task Creation and Assignment – View, create, and assign tasks or projects for the day as part of the Insights Dashboard. This helps build and close cases faster by tracking progress and assigning ownership to activities.
- Unified Search – Find specific information faster by searching across all agency data.
- Master Indexes – Validate data on persons, vehicles, and organizations against the master indexes. For example, agencies can verify that an arrested person, person of interest, or suspect's information is accurate.
- Compliance Verification – Prompt officers for the information they need so you can check reports before submission and save response time.
- Record Quality Control – Keep data clean by identifying, merging, and de-duplicating records automatically.
- Trusted Agency Sharing – Remain in control of your data when you share case information with other agencies.
- Judicial Case Sharing – Share validated evidence items with trusted judicial partners for use in court, with a verifiable chain of custody.
- Crime Predictions in Dashboard – Monitor activity and set threshold alerts to identify and address crime trends.
- Data Insights Reporting – Access critical insight with pre-built reports and dashboards to make data-driven decisions.

DIGITAL EVIDENCE MANAGEMENT



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CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

STORE AND MANAGE

CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to Digital Evidence Management. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient.

Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.

CommandCentral Evidence provides unlimited storage for events captured by the WatchGuard video systems where the applied data retention period does not exceed one year for non-evidentiary recordings or 10 years for evidentiary recordings (recordings associated with a case). Additionally, the video recording policy must be event-based (policies that require officers to record their entire shift will not qualify for this plan). For non-camera data storage (data not captured by the body camera and/or in-car system), agencies receive 50GB of storage per device, per month, pooled across all devices in the program.

INTERFACE SERVER REQUIREMENTS

A customer-provided virtual machine is required to support the interface. The virtual machine must meet the following minimum specifications:

- Access to Customer-Provided Internet.

The customer-provided virtual machine will allow CloudConnect to be installed to enable CommandCentral cloud applications to connect to on-premises applications, like CAD/RMS systems.



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COMMANDCENTRAL EVIDENCE PLUS STATEMENT OF WORK

OVERVIEW

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions, Inc. ("Motorola Solutions") and the Customer. Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the governing schedule will be mutually agreed upon via the change provision of the Agreement.

AGENCY AND USER SETUP

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin tool to setup CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

COMMUNITY INTERACTION TOOL

Motorola Solutions enables the Community Interaction Tool during the order process.

Motorola Solutions Responsibilities

- Refer to Agency and User Setup section of SOW.
- Connect Customer incident data ingest.

Customer Responsibilities

- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure Community Interaction Tool settings (location of agency pin, shape of agency, keywords, agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest.



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Completion Criteria

Community Interaction Tool subscription enabled.

RECORDS MANAGEMENT

This document describes the activities required to ensure access to the subscription software and the Customer's provisioning activities.

Records Management features preconfigured Incident Forms and standard Workflows. As a result, minimal configuration work is required prior to operation.

Motorola Solutions Responsibilities

- Refer to the Agency and User Setup section of SOW.

Customer Responsibilities

- Provision all required custom Offence Codes using the CommandCentral user interface.

Completion Criteria

Records Management enabled and offence codes provisioned.

DIGITAL EVIDENCE MANAGEMENT

Motorola Solutions will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for Digital Evidence Management. Motorola Solutions enables the subscription during the order process.

Note that while Digital Evidence Management is capable of interfacing with a variety of data sources, any additional interfaces are not included in this implementation.

Motorola Solutions Responsibilities

- Refer to the Agency and User Setup section of SOW.
- Connect Customer incident data ingest.
- If a hybrid on-premise and cloud solution is included, configure Evidence Library to Digital Evidence Management interface(s) to support the functionality described in the Solution Description.
- Integrate Records Management with Digital Evidence Management.

Customer Responsibilities

- Provision policies, procedures, and user permissions.
- Configure Digital Evidence Management settings.
- Provide access to Motorola Solutions' team to connect incident data ingest.

Completion Criteria

Digital Evidence Management subscription enabled. Configured to provide the end-to-end solution for the Customer.



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FIELD RESPONSE APPLICATION

The Field Response Application provides Android / iOS multimedia capture allowing a smartphone to send data to Digital Evidence Management .

Motorola Solutions Responsibilities

- None.

Customer Responsibilities

- Download "CommandCentral Capture" Application from App Store.
- Determine if video can be uploaded to Digital Evidence Management via WiFi and cellular network or WiFi only.
- Set confirmation parameters in Digital Evidence Management Admin.
- Determine specific video resolution or a range of resolutions.

Completion Criteria

Work is considered complete upon Customer successfully installing application. The Field Response Application is configured and data is being received in Digital Evidence Management.

THIRD-PARTY INTERFACES

The delivery, installation, and integrations of interfaces may be an iterative series of activities depending upon access to third-party systems. If proposed, interfaces will be installed and configured in accordance with the schedule.

Connectivity will be established between CommandCentral systems and the external and/or third-parties to which they will interface. Motorola Solutions will configure CommandCentral systems to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interface(s).

Motorola Solutions Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish connectivity to external and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional validation to confirm each interface can transmit and or receive data in accordance with the Interface Feature Description (IFD).

Customer Responsibilities

- Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish connectivity with Digital Evidence Management.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' interface installation efforts.
- Provide network connectivity between Digital Evidence Management and the third-party systems.
- Provide requested information on API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within 10 days of the Interface Engagement Meeting.
- Adhere to the requirements presented in the IFD.



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Motorola Solutions Deliverables

Contracted Interface(s).

Completion Criteria

Connectivity is established between CommandCentral systems and the external and/or third-parties using said interface.

Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Vault to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola Solutions is provided with information and access to systems, we will be able to mitigate these difficulties. If Motorola Solutions mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

TRAINING

CommandCentral online training is made available to you via Motorola Solutions Software Enterprise Learning eXperience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LXP Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LXP Administrators on:
- Adding and maintaining users.
- Adding and maintaining Groups.
- Assign courses and Learning Paths.
- Running reports.

Customer Responsibilities

- Go to <https://learningservices.motorolasolutions.com> and request access if you do not already have it.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Add/modify users, run reports and add/modify groups.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions-provided LXP Administrator instruction.



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Panorama – A panorama is an individual instance of the LXP that provides autonomy to the agency utilizing.

Groups – A more granular segmentation of the LXP that are generally utilized to separate learners of like function (dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LXP.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

Customer Responsibilities

- Supply a suitably configured classroom with a workstation for the instructor and at least one workstation for every two students.
- Designate training representatives who will work with the Motorola Solutions trainers in the development and delivery of training.

Motorola Solutions Deliverables

- Classroom Training Materials, Attendance Rosters.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided Train the Trainer training.

Motorola Solutions offers many training courses pertaining to the Customer's solution. Motorola Solutions will provide specific training courses in the welcome email provided after implementation.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure CommandCentral Evidence has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Solutions Responsibilities

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.



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Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of the handover to support and the implementation is complete.



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VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to the Customer (hereinafter referred to as "Customer"). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors' SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad-hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.



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Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.



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- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal ("LXP") in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer's project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.



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- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



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- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.



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Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



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- Verify successful upload from devices after docking back into the transfer station or USB dock.

SOFTWARE INSTALLATION

ON-SITE SOFTWARE INSTALLATION

Client software will be installed on one workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Total of training overview sessions shall not exceed 4 hours.
- Provide instruction on client software deployment utility.

Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Attend onsite deployment training sufficient to enable user proficiency.
- Complete online training.

Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Provide installation guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities



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- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WIFI docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.



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- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities

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MOTOROLA SOLUTIONS

QUOTE-1741633
Fayette County 60 ICV & 50
BWC

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.



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Commissioner Steve Reeves made the motion to approve the flock cameras which will cost \$57,000.00 for the first year. This passed the Criminal Justice and

Public Safety Committee and the Budget Committee. The motion was seconded by Commissioner Oglesby and passed unanimously.

flock safety

Created Date: 09/22/2022

Expiration Date: 10/21/2022

Quote Number: Q-05338

Prepared By: Nick Bloom

Phone: 6032131275

Email: nicklaus.bloom@flocksafety.com

Address Information

Bill To:
705 Justice Drive
Somerville, Tennessee 38068

Ship To:
705 Justice Drive
Somerville, Tennessee 38068

Billing Company Name: TN - Fayette County
SO

Billing Phone:

Billing Contact Name:
Billing Email Address:

Billing Fax:

Terms and Conditions

Contract Start Date: 09/21/2022

Billing Method: Net 30

Subscription Term: 12

Billing Frequency: 50%/25%/25%

Services

Product	Description	List Price	Sales Price	Quantity	Total Price
Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.	\$5,000.00	\$2,500.00	20.00	\$50,000.00

flock safety

Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$350.00	\$350.00	20.00	\$7,000.00
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Total Price: \$57,000.00
 Estimated Tax: \$5,362.50
 Recurring Total: \$50,000.00

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice – this document is a non-binding proposal for providing informational purposes only. Pricing is subject to change. This proposal shall be valid until the documented expiration date.

Commissioner Steve Reeves turned the economic development director discussion over to the chairman. The chairman passed out an budget amendment to be able to move money around to support this position and does not affect the

fund balance. Commissioner Leggett made the motion for approval. The motion was seconded by Commissioner Salmon and passed unanimously.

Economic Development Director

Budget Summary

9/12/2022

Salary	\$ 100,000
SS/Medicare	\$ 7,650
Retirement	\$ 7,000
Health Insurance	\$ 8,500
Mileage	\$ 10,000
Travel	\$ 2,000
Advertisement	\$ 4,000
Other (studies, presentations, engineering reports, etc.)	\$ 10,000
	<u>\$ 149,150</u>

Request from ID Board

Salary	\$ 100,000	<i>(The request is for two year's of salary, for a total of \$200,000)</i>
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County to Provide

Benefits	\$ 23,150
Job Costs	\$ 16,000
Reports, studies, etc.	\$ 10,000
	<u>\$ 49,150</u>

RESOLUTION

BE IT RESOLVED, by the County Legislative Body and/or the Board of County Commissioners of Fayette County, Tennessee, in regular sessions on this 25th day of October, 2022, it being the fourth Tuesday of the month and the regular monthly meeting of the County Legislative Body in the Criminal Justice Center in Somerville, Tennessee,

That the General Fund #101 Budget be amended in the following words and figures, to wit:

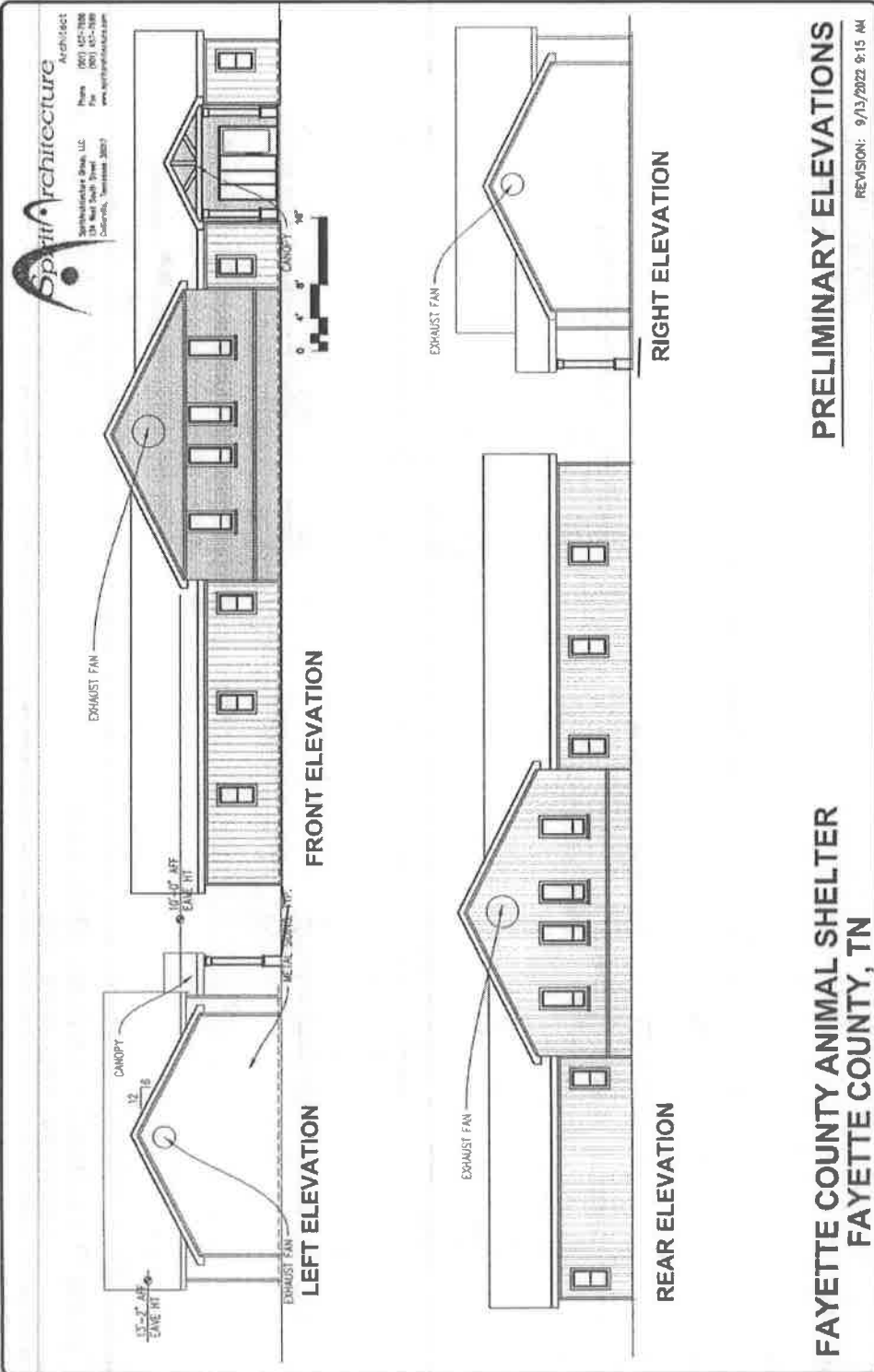
**COUNTY GENERAL FUND
BUDGET AMENDMENT
F/Y 22/23
Oct-22**

<u>Adjustment to Revenue Accounts:</u>		<u>INCREASE</u>	<u>DECREASE</u>
48130	Contributions	\$ 100,000.00	
TOTAL INCREASE/DECREASE TO REVENUE ACCOUNTS:		\$ 100,000.00	\$ -
<u>Adjustment to Expenditure Accounts:</u>		<u>DECREASE</u>	<u>INCREASE</u>
51310	Personnel Office		
106	Deputy(ies)	\$ 34,290.00	\$ -
	Subtotal-51310	\$ 34,290.00	\$ -
51300	County Mayor/Executive		
105	Supervisor/Director		\$ 100,000.00
308	Consultants		\$ 6,000.00
321	Engineering Services		\$ 10,000.00
355	Travel		\$ 10,000.00
435	Office Supplies		\$ 2,820.00
	Subtotal-51300	\$ -	\$ 128,820.00
58600	Employee Benefits		
201	Social Security		\$ 2,513.00
204	State Retirement		\$ 1,314.00
513	Workers' Compensation Insurance		\$ 1,643.00
	Subtotal-58600	\$ -	\$ 5,470.00
TOTAL INCREASE/DECREASE TO EXPENDITURE ACCOUNTS:		\$ 34,290.00	\$ 134,290.00
Prior Estimated Expenditures			\$ 23,989,780.26
Total Estimated Expenditures this Amendment			\$ 24,089,780.26
Projected Fund Balance before Amendment			\$ 7,104,649.19
Change in Fund Balance this Amendment			\$ -
Estimated Ending Fund Balance as of June 30, 2023			\$ 7,104,649.19

Commissioner Steve Reeves made the motion to approve the \$1,543,442.00 for the Animal Shelter. The motion was seconded by Commissioner Goodroe. Commissioner Norton addressed the new commissioners. He stated that he brought this up for discussion on a new location, there was already a building, instead of just picking the building up and moving the location the cost has raised.

Commissioner Goodroe stated that the design, location, and sewer is different and with the rise of cost the price was raised. Commissioner Leggett stated that he think's the year delay is another reason for the price to go up and there is no need to delay any longer. After much discussion the motion passed unanimously.

Fayette Co Animal Shelter		Date 9/21/22	
Direct Construction Cost (today)		\$955,307	
	Percentage Inflation assuming Bid in March 2023	7.5%	
Total Direct Const Cost (same as bid)		\$1,026,955	
Other Costs to Owner (Soft Costs)			
	Land	\$0	
	Arch/Eng Fees (8% of Const. w/ Contingency)	\$87,756	
	Reimbursibles	\$19,500	
	Civil Eng	\$25,000	
	Geo-technical Tests	\$8,000	
	Property/Topographical Surveys	\$7,500	
	Plan Review Fees	\$1,800	
	Subtotal	\$1,176,511	
	Furniture, Fixtures, Equipment	\$165,000	
	Total Estimated Capital Cost (w/ out contingency)	\$1,341,511	
	Program Contingency @ % of direct cost	3.0%	\$30,809
	(for adjustments due to existing conditions, code reviews, other needed changes)		
	Owners/Designer Contingency @ % of Direct Cost	3.0%	\$30,809
	(for owner selected changes & minor design errors of omissions)		
	Total Capital Cost (w/ contingency)		\$1,403,129
	COVID Factor @ % (separate & distinct) (Note: in addition to above)	10.0%	\$140,313
	TCC w/ COVID FACTOR		\$1,543,442



Spartan Architecture
 ARCH/0421
 2000 Industrial Blvd, LLC
 P.O. Box 100
 Clarksville, Tennessee 37037
 Phone (615) 457-1886
 Fax (615) 457-1887
 www.spartanarchitecture.com

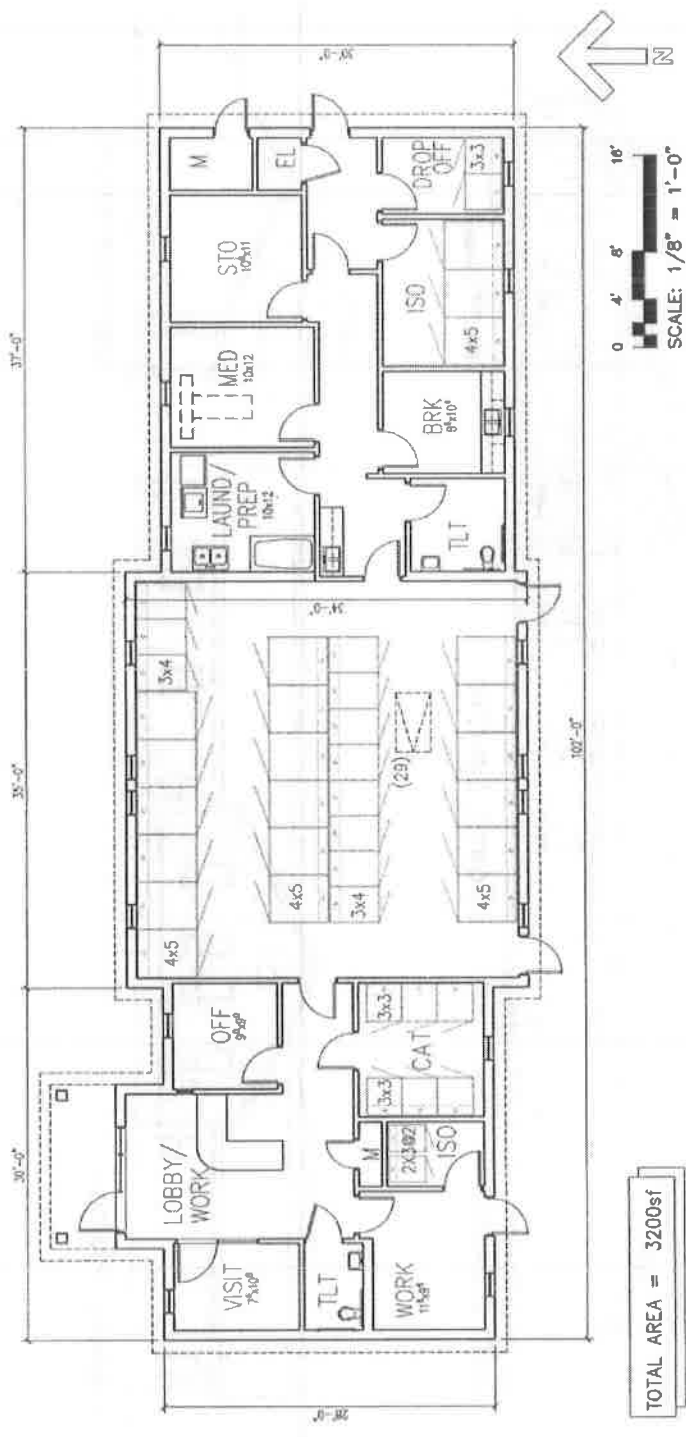
PRELIMINARY ELEVATIONS

**FAYETTE COUNTY ANIMAL SHELTER
FAYETTE COUNTY, TN**

REVISION: 9/13/2022 9:15 AM

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10/21/2022



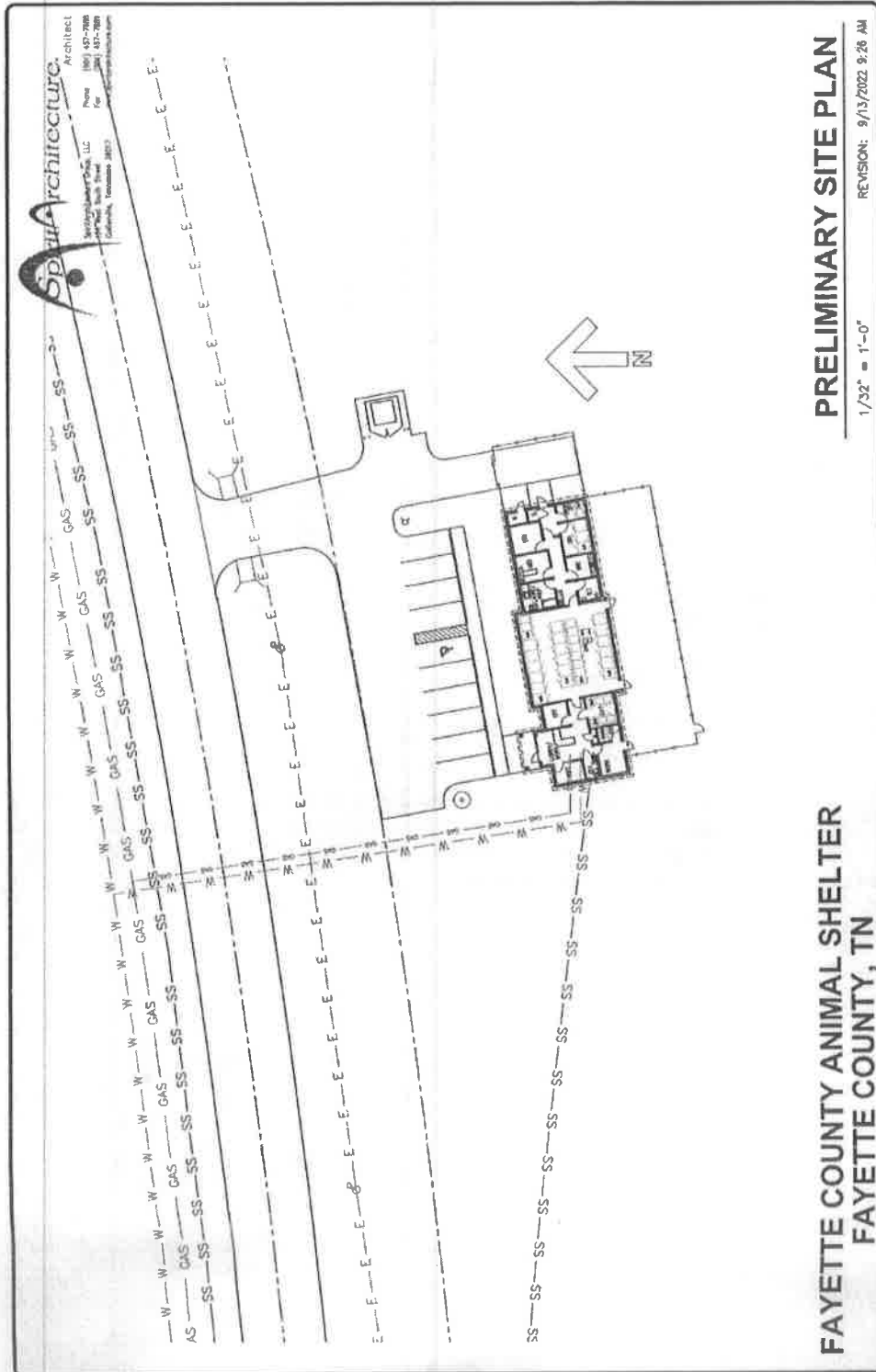
TOTAL AREA = 3200sf



PRELIMINARY FLOOR PLAN

**FAYETTE COUNTY ANIMAL SHELTER
 FAYETTE COUNTY, TN**

REVISION: 8/5/2022 9:19 AM



Spina Architecture Architect
 3010 University Dr., LLC
 Phone (601) 497-7888
 For more information visit
 www.spinaarchitecture.com
 Memphis, Tennessee 38103

PRELIMINARY SITE PLAN
 1/32" = 1'-0"
 REVISION: 9/13/2022 9:26 AM

FAYETTE COUNTY ANIMAL SHELTER
FAYETTE COUNTY, TN

10/31/2022

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The chairman addressed the board about a memorandum from Andrew Dodd to Josh Tapp about reimbursement for the transitioning to a voting system with a voter paper audit trail. Commissioner Norton made the motion for

approval. The motion was seconded by Commissioner Mike Reeves and passed unanimously.

Tennessee Secretary of State
Tre Hargett




Elections Division
312 Rosa L. Parks Avenue, 7th Floor
Nashville, Tennessee 37243-1102

Mark Goins
Coordinator of Elections

615-741-7956
Mark.Goins@tn.gov

MEMORANDUM

To: Josh Tapp
Fayette County Administrator of Elections

From: Andrew Dodd
HAVA Attorney 

Date: October 25, 2022

Subject: Voting System Funding Confirmation.

This memo is to confirm that we will reimburse Fayette County in the amount of \$314,750 for the cost of transitioning to a voting system with a voter verified paper audit trail. The reimbursement grant will come from state funds the governor's budget passed by the General Assembly for this fiscal year. If you have any further questions, please let me know.

RECEIVED
OCT 25 2022
FAYETTE COUNTY
ELECTION COMMISSION

The chairman stated that in the last meeting the board discussed commissioner pay and it will go through budget next month. He was asked to go

back and find out why the commissioners only get paid for one meeting when they meet in special committee's along with the commissioner meeting. The earliest one that could be found was back in 1994, basically the pay is \$50.00 for every attendance and not by the meeting. It will go through budget next month and let the full body to vote on it in the next commissioner meeting.

With no further business before the board the meeting was adjourned.

Rhea Taylor, County Mayor

ATTEST:

Shana N. Burch, County Clerk

