

Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form



Type of Contract: Multi Year		CC Use Only Contract #:
Submission Information:		Vendor Information:
Contact Name: Meagan Laseter Department: Fire & Rescue Project Title: Contract – Michigan Health Council dba ACEMAPP – Fire Rescue – AEMT Clinical Management Platform for Students – \$3,500.00 – One (1) Year with Two (2) Year Renewal Terms – General Fund – Budgeted Item Budgeted: Yes Funding Account Number: 100-3540-523700-31 Contract Amount: \$3,500.00 Contract Type: Services Contract Action: New Original Contract Number:		Vendor Name: Michigan Health Council dba ACEMAPP Address: 2121 University Park Drive #150, Okemos, MI 48864 Email: Alexee.Cawthorne@MHC.org; Danielle.Sleight@MHC.org Phone #: (517) 908-8225 Contact: Alexee Cawthorne & Danielle D'Hondt Term of Contract: One (1) Year with Automatic Renewals for Two (2) Years

Notes and Comments:

Rockdale County Fire Rescue is requesting approval to purchase the ACEMAPP Platform through Michigan Health Council to manage Advanced EMT (AEMT) and EMT student clinical rotations. The platform is required under Contract #2026-69 with Piedmont Healthcare, Inc. and will be used to manage student clinical rotation schedules, credentials, and compliance requirements for certification. The annual cost is \$50.00 per student, plus a \$1,000.00 annual subscription fee. The Rockdale County Technology Services Department approved the platform on July 2, 2026.

2026-404



ACEMAPP Member Agreement

THIS MEMBER AGREEMENT ("Agreement") is made as of the dates written below by and between Rockdale County, Georgia ("Member"), whose address is:

1496 Rockbridge Rd. NW
Conyers, GA 30012

and Michigan Health Council ("MHC"), a Michigan nonprofit corporation, whose address is:

2121 University Park Drive, STE 150
Okemos, Michigan 48864

Recitals

WHEREAS, MHC offers Member access and utilization of ACEMAPP, a student, volunteer and staff management, learning management, requirement management, clinical placement system;

WHEREAS, ACEMAPP maintains a database of student, volunteer and contractual staff profiles, computer based learning and assessments and other requirements necessary for clinical placements and onboarding into health system facilities which will be accessible by colleges, universities, clinical sites, faculty and students and a database of clinical placement, job shadowing, and observational opportunities along with institutional profiles of members and allows Members access to information concerning such opportunities;

NOW, THEREFORE, the parties agree as follows:

1. Participation- ACEMAPP.

- a. Member, upon payment of the member fee described in Exhibit B, will be entitled to utilize ACEMAPP during the term of this Agreement. Member agrees to furnish information (including updates on a timely basis) regarding placement opportunities, institutional profiles, student eligibility, requirement standards and registration for clinical placements to ACEMAPP in such format as ACEMAPP shall reasonably require and which at all times shall be accurate and verified in all respects.
- b. MHC agrees that information furnished by Member with respect to placement opportunities, institutional profiles, student eligibility and registration for clinical placements and student performance on required assessments will be maintained in the database of ACEMAPP in the same manner and format as such information is maintained on behalf of other members. MHC agrees to provide members with information regarding placement opportunities and access to information regarding student's fulfillment of regulatory requirements.
- c. Member acknowledges that MHC's role under this agreement is the coordination of placement and onboarding activities between schools, hospital/health care providers, volunteers and contract staff who are participants in ACEMAPP and that the final decision of whether any clinical site will accept



any particular clinical placement request or grant facility access to any individual shall be at the sole discretion of the Member. Nothing in this agreement shall require Member to accept a clinical placement for student from an organization which does not have a current Affiliation Agreement with Member.

2. Member Fees.

The membership fees for the initial term of this agreement shall be in accordance with the fee structures attached in Exhibit B.

3. Term.

The initial term of this agreement shall be for the 1 year period following the date of execution of this agreement.

4. Subsequent terms.

This agreement shall automatically renew for successive two (2) 12 month periods commencing one year after the execution of this agreement unless member provides written notice of their intent not to renew at least 60 days prior to the renewal date.

5. Termination.

- a. Either party may terminate this Agreement upon the other party's breach of this Agreement and failure to remedy any such breach within thirty (30) days of receiving written notice thereof;
- b. Either party may terminate this Agreement without cause upon (90) days written notice;
- c. Upon termination, any data solely owned by Member will be removed from ACEMAPP.

6. Covered Sites, Programs and Departments.

Only sites programs and departments listed in Exhibit A are covered by this agreement.

7. Ownership of Data.

Upon submission of Member's data, MHC shall be considered to hold a restricted, nonexclusive, nontransferable, license in such data; provided, however that MHC shall not use such data for any purpose other than coordination of placements, onboarding and communication related to system functions and services as otherwise set forth in this Agreement.

8. Data.

By entering into this Agreement, MHC represents and warrants that it has obtained adequate and appropriate consents and authorizations from users to share user data with Member through the ACEMAPP database. MHC agrees to hold Member harmless for any damages, claims, losses, or liabilities caused by MHC's failure to obtain adequate and appropriate consents and authorizations from such users.

Notwithstanding the foregoing, Member acknowledges that MHC utilizes and relies upon third parties, including schools, to provide certain student related verification data and periodic status updates regarding fulfillment of regulatory requirements, by uploading information directly to ACEMAPP for access by Members. This information includes but may not be limited to background checks, drug screening, immunization records and verification of student eligibility requirements. MHC does not independently verify the accuracy of such information and makes no warranty or guaranty regarding such third party data. MHC agrees to investigate or correct any information that is demonstrated to be inaccurate or misleading with reasonable dispatch upon being made aware of the issue by a third party, Member, school or student, as the case may be.



9. Confidentiality.

Neither party shall disclose to any other person or entity the other party's confidential information (as defined below) other than to such party's consultants, attorneys, and other persons retained for purposes of advising it concerning this transaction, each of whom shall be bound by the non-disclosure provisions of this section. To the extent disclosure of confidential information between the parties is necessary to operate the ACEMAPP system, the parties agree to retain such information in confidence, and to require their respective employees, consultants, professional representatives and agents do the same. For purposes of this agreement, the term "confidential information" includes anything provided by one party to any other pursuant to this agreement or the transactions contemplated thereby, including without limitation, business plans, price, costs, revenue share and data; agreements with hospitals, clinical sites, educational institutions, personnel or software vendors; this agreement and any other agreements or business plan arising out of this agreement, and any other information that is not in the public domain.

The commitment set forth in this Section of the agreement with respect to each party's (for purposes of this section, a "disclosing party") confidentiality obligations shall not extend to any portion of the confidential information of the other party (for purposes of this section, a "non-disclosing party") which a disclosing party may show; (i) was, prior to the date hereof known to the disclosing party as information available to the public; or (ii) hereafter, and through no act of the disclosing party, is generally available to the public; or (iii) corresponds to information furnished to disclosing party by any third party having a bona fide right to do so; or (iv) corresponds to information furnished by the non-disclosing party to any third party on a non-confidential basis.

10. Indemnification.

Each party shall indemnify and hold harmless the other party, its officers, employees, agents and assigns, from and against all claims, damages, losses, costs, attorney fees and liabilities that any of them may sustain arising directly or indirectly out of such party's performance or lack of performance of this Agreement.

11. Remedies.

The parties acknowledge that their respective rights under this Agreement are special, unique and of extraordinary character. Each party agrees, therefore, that if it violates or fails and/or refuses to perform any covenant, or agreement made by it herein, the other party may, in addition to any remedies at law for damages or other relief, institute and prosecute an action to enforce specific performance of such covenant or agreement or seek any other equitable relief.

12. Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of other provisions of this Agreement. This Agreement shall be construed in all aspects as if such invalid or unenforceable provisions were omitted.

13. Limitation of Liability.

To the maximum extent permitted by applicable law, in no event shall MHC or its licensors be liable to Member or any third party for lost or damaged data, substitute goods, lost profits, interruption of business or any special, indirect, consequential, punitive, or incidental damages, however caused, whether based on contract, negligence, strict liability tort, warranty, or any other legal theory. In no event shall liability of MHC or its licensors for the use or inability to use ACEMAPP, its website, or for breach of this Agreement exceed the amount of revenue shared.

14. Disclaimer of Warranty.

MHC warrants that it has the right to enter into this Agreement; however, MHC makes no further



warranty of any kind, whether express or implied, concerning ACEMAPP, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

15. Assignment of the Agreement.

Unless the other party agrees in writing, a party may not transfer, assign or delegate any right or duty under this Agreement to another person or entity.

16. Third Party Beneficiary Rights.

The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

17. Amendments.

Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

18. Governing Law.

The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Michigan. The courts of the State of Michigan shall have jurisdiction over any action arising out of this Agreement.

19. Notices.

All notices shall be given to the signing parties below at the addresses written above.

20. Waiver.

None of the conditions or provisions of this Agreement shall be held to have been waived by any act or knowledge on the part of either party, except by an instrument in writing signed by a duly authorized officer or representative of such party. Further, the waiver by either party of any right hereunder or the failure to enforce at any time any of the provisions of this Agreement, or any rights with respect hereto, shall not be deemed to be a waiver of any other rights hereunder or any breach or failure of performance of the other party.

21. Entirety of Agreement.

This Agreement and any attached exhibit(s), schedule(s), and/or addenda (which exhibit(s), schedules, and/or addenda are made a part of this Agreement and incorporated herein by reference) constitute the entire and integrated agreement between the parties hereto with respect to the subject matter hereof. All previous understandings relative thereto, either written or oral, are hereby annulled and superseded.

22. Compliance with Laws.

In performing its obligations under this Agreement, each party will comply with, and will cause its affiliates, employees, and agents to comply with, the requirements of all applicable laws, rules, and



regulations, including, without limitation, The Social Security Act, the federal Stark Law, the federal Anti-Kickback Statute, the federal False Claims Act, the federal Health Insurance Portability and Accountability Act (HIPAA), and all other applicable state and federal fraud and abuse laws and rules, as each of the foregoing may be amended from time to time. If any terms or conditions of this Agreement are determined by any court or by the Office of Inspector General of the Department of Health and Human Services to be contrary to any such statutes or regulations, the parties agree to promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days' written notice to the other party. Each party represents and warrants that neither it, nor any person providing services under this Agreement is or will become ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs, and has not been convicted of a criminal offense that could result in such party or individual becoming ineligible to participate in such programs. Each party will indemnify and hold the other harmless for any breach of this provision.

23. Access to Books and Records.

MHC shall maintain all documents and records in connection with the items and services provided under this Agreement until the expiration of four (4) years after the furnishing of any items services under this Agreement, or any longer period as may be required by law, and shall make such documents and records available to upon request by the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives.



24. Signatures.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Rockdale County, Georgia

MICHIGAN HEALTH COUNCIL
A Michigan nonprofit corporation

Name: _____

JaNice Van Ness, Chair & CEO

Name: Stacy Gradowski

Signature: _____

Signature: Stacy Gradowski

Its: _____

Its: Chief Business Development Officer

Date: _____

Date: 8/3/2026

Attest:

By: _____
Jennifer O. Rutledge, Director/County Clerk

Approved as to Form:

By: _____
M. Qader A. Baig, County Attorney

Approved as to Substance:

By: _____
James Robinson, Fire Chief



Exhibit A: Covered Sites/Programs

Covered Sites/Campuses	Covered Programs
All Locations	All Programs

Exhibit B: Member Fees

MEMBER FEES ARE APPLIED FOR EACH INDIVIDUAL FACILITY REGISTERED IN ACEMAPP. THE ANNUAL NUMBER OF STUDENTS* DETERMINES THE MEMBER FEE ACCORDING TO THE SIZE CHART BELOW.

- ☐ 5-24 students: \$200
- ☐ 25-49 students: \$600
- ☒ 50+ students: \$1,000

*ACEMAPP WILL WORK WITH MEMBER TO DETERMINE ANTICIPATED STUDENT COUNT FOR THE IMPLEMENTATION YEAR. STUDENT NUMBERS FOR SUBSEQUENT YEARS WILL BE BASED ON THE STUDENT COUNT IN ACEMAPP FROM THE PREVIOUS YEAR.

Exhibit C: Student Fee Payment Option

STUDENT FEES ARE \$50 PER STUDENT PER YEAR

STUDENTS WILL CHARGED DIRECTLY IN THE SYSTEM OR EDUCATIONAL INSTITUTIONS MAY ELECT TO PAY THIS FEE ON BEHALF OF THE STUDENTS AND WILL BE BILLED WHEN STUDENTS ARE ENROLLED. PLEASE CHECK THE APPLICABLE BOX BELOW:

Student ☐

Educational Institution ☒

Michigan Health Council

2121 University Park Dr #150
Okemos, MI 48864
+15179088225
www.mhc.org

**Estimate****ADDRESS**

Meagan Laseter
Rockdale County Fire Rescue
1496 Rockbridge Road NW
Conyers, GA 30012

ESTIMATE**DATE**

102568

6/22/2026

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	ACEMAPP Annual Subscriber Fees AA	1	1,000.00	1,000.00
	ACEMAPP STUDENT FEES	50	50.00	2,500.00
TOTAL				\$3,500.00

Accepted By

Accepted Date

ROCKDALE COUNTY, GEORGIA

VENDOR # _____ **P.O.#** _____

Ship To Address: FS#7/HQ - 1496 Rockbridge Rd., Conyers, GA 30012

Department/ Account	Quantity	Unit	Description	Michigan Health Council - ACEMAPP					
				UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED
100-3540-523700-31	1	Each	ACEMAPP Annual Subscriber Fees	1,000.00	1,000.00				
	50	Each	ACEMAPP Student Fees - 50 EMT/AEMT Students	50.00	2,500.00				
			New Vendor Packet is Attached.						
			Technology Services Approved on 5/29/2026.						
			PROJECT NAME/DESCRIPTION: ACEMAPP Platform for RCFR						
			EMT/AEMT Students & Instructors to Manage Clinical						
			Placements, Credentials, & Compliance - This Platform is						
			Mandatory Per Piedmont Healthcare, Inc.						
			Piedmont Healthcare, Inc. Contract 2026-69						
			HPSO Insurance Services Contract 2026-70						
			BUDGETED (X) NOT BUDGETED ()						
			Email to Depart: James.Yarbrough@rockdalecountyga.gov						
			Email to Depart: Nicholas.Oliveri@rockdalecountyga.gov						
			Email to Depart: James.Robinson@rockdalecountyga.gov						
			Email to Depart: Meagan.Laseter@rockdalecountyga.gov						
			Email to Depart: Valerie.Jackson@rockdalecountyga.gov						
			Email to Vendor: Magdalene.Hill@mhc.org						
			TOTAL	1,050.00	3,500.00		0.00		0.00
Recommended Source of Supply:			Requesting Department: Fire Rescue Date Prepared: 7/15/2026						
Michigan Health Council - ACEMAPP			Elected Official _____ Date Required: ASAP						
2121 University Park Dr. #150			Department Head: _____						
Okemos, MI 48864			Approved for preparation of Purchase Order						
CONTACT: Magdalene Hill PHONE: (517) 908-8225			Accounting Officer _____ Date _____						
Procurement Manager Use Only Below Line									
Award to be made to:									
(If not low quotation, indicate reason):									