

**SUPPLEMENTAL INFORMATION  
ADDENDUM NO. 1**

PROJECT: RFP No. 20-62-001  
Inmate Medical Services

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DATE ISSUED: March 12, 2020

RFP No. 20-62-001 dated January 28, 2020 is hereby amended as noted herein : BIDDER TO ACKNOWLEDGE RECEIPT OF ADDENDUM BY SIGNING ON THE SIGNATURE LINE BELOW AND INCLUDING A COPY WITH SUBMITTED BID. FAILURE TO DO SO MAY, AT THE OWNER’S DISCRETION, SUBJECT THE BIDDER TO DISQUALIFICATION

- 1) **QUESTION:** What is the ADP and bed size of the Jail?  
**ANSWER:** Jail bed count is 265 and the average ADP is 205.
- 2) **QUESTION:** What is the ADP and bed size at the Prison?  
**ANSWER:** Prison bed count is 192 and ADP floats between 185 and 192.
- 3) **QUESTION:** What is the current County budget for medical services at the Jail? At the prison?  
**ANSWER:** Please see below for FY20 budget. The FY21 budget has not been approved at time of Addendum issue.

| FY20 - Inmate Medical - Appropriations |                                 |                 |                 |                |                     |                        |                 |
|--|---------------------------------|-----------------|-----------------|----------------|---------------------|------------------------|-----------------|
| GL Account                             | GL Name                         | Actuals<br>2017 | Actuals<br>2018 | Budget<br>2019 | Actuals<br>12/31/18 | Dept Requested<br>2020 | Adopted<br>2020 |
| <b>Total Personnel</b>                 |                                 | -               | -               | -              | -                   | -                      | -               |
| 100-3326-062-52-1101                   | JAIL HEALTH SERVICES            | 122,570         | 91,927          | 125,000        | 51,909              | 125,000                | 125,000         |
| 100-3420-062-52-1101                   | PRISON HEALTH SERVICES          | 122,570         | 153,213         | 125,000        | 61,898              | 125,000                | 125,000         |
| 100-3420-062-52-3201-1                 | PAGER/LINCS/CELLS               | 173             | -               | -              | -                   | -                      | -               |
| <b>Total Services</b>                  |                                 | <b>245,313</b>  | <b>245,140</b>  | <b>250,000</b> | <b>113,807</b>      | <b>250,000</b>         | <b>250,000</b>  |
| 100-3326-062-53-1102                   | MEDICAL BILLINGS - JAIL         | 111,976         | 130,938         | 100,000        | 101,004             | 100,000                | 100,000         |
| 100-3420-062-53-1102                   | MEDICAL BILLINGS - PRISON       | 20,927          | 64,339          | 60,000         | 21,854              | 60,000                 | 60,000          |
| <b>Total Supplies</b>                  |                                 | <b>132,904</b>  | <b>195,277</b>  | <b>160,000</b> | <b>122,858</b>      | <b>160,000</b>         | <b>160,000</b>  |
| <b>Total Appropriations</b>            |                                 | <b>378,217</b>  | <b>440,417</b>  | <b>410,000</b> | <b>236,664</b>      | <b>410,000</b>         | <b>410,000</b>  |
| FY20 - Inmate Medical - Revenues       |                                 |                 |                 |                |                     |                        |                 |
| GL Account                             | GL Name                         | Actuals<br>2017 | Actuals<br>2018 | Budget<br>2019 | Actuals<br>12/31/18 | Dept Requested<br>2020 | Adopted<br>2020 |
|  | PROPERTY TAX, TAVT, & PENALTIES | -               | -               | -              | -                   | -                      | 270,456         |
|  | LOCAL OPTION SALES TAX (LOST)   | -               | -               | -              | -                   | -                      | 115,833         |
|  | OTHER GENERAL REVENUES          | -               | -               | -              | -                   | -                      | 23,711          |
|  | COMBINED REVENUES PRIOR YEAR    | 378,217         | 440,417         | 410,000        | 236,664             | -                      | -               |
| <b>Total Revenues</b>                  |                                 | <b>378,217</b>  | <b>440,417</b>  | <b>410,000</b> | <b>236,664</b>      | <b>-</b>               | <b>410,000</b>  |
| FY20 - Inmate Medical - Personnel      |                                 |                 |                 |                |                     |                        |                 |
| Title                                  | Elected                         | FT - Exempt     | FT - Regular    | PT             | Total               |                        |                 |
|  | 0                               | 0               | 0               | 0              | 0                   |                        |                 |
| <b>Total Personnel</b>                 |                                 | <b>0</b>        | <b>0</b>        | <b>0</b>       | <b>0</b>            | <b>0</b>               |                 |

4) **QUESTION:** What is the County fiscal year dates?

**ANSWER:** July 1 – June 30

5) **QUESTION:** Please provide a current staffing matrix of coverage at both the jail and the prison, showing the hours worked by each position.

**ANSWER:** Please see below

| TITLE                      | Mon | Tues | Wed | Thu | Fri | Sat | Sun | Week     | FTEs         |
|----------------------------|-----|------|-----|-----|-----|-----|-----|----------|--------------|
| <b>Days</b>                |     |      |     |     |     |     |     |          |              |
| LPN (Jail)                 | 8   | 8    | 8   | 8   | 8   |     |     |          | 1.000        |
| LPN (CI)                   | 8   | 8    | 8   | 8   | 8   |     |     |          | 1.000        |
| LPN (Jail)                 |     |      |     |     |     | 1   | 1   |          |              |
| MD -jail every other week  |     | x    |     |     |     |     |     |          |              |
| MD-CI every other week     |     | x    |     |     |     |     |     |          |              |
| PA - jail every other week |     |      |     | x   |     |     |     |          |              |
| PA - CI every other week   |     |      |     | x   |     |     |     |          |              |
| MH- jail every week        |     |      | x   |     |     |     |     |          |              |
| <b>Subtotal</b>            |     |      |     |     |     |     |     | <b>0</b> | <b>2.000</b> |

6) **QUESTION:** Please provide a separate monthly/annual service report for 2019 for each location which lists:

1. The number of patients seen for a sick call
2. The number of patients seen by the Physician/Provider
3. The number of intakes performed by nurse(s)
4. The number of history and physicals performed
5. The number of ER visits
6. The number of patients seen by the Dentist
7. The number of patients seen by mental health providers

**ANSWER:**

| <b>Effingham County Prison</b>                                    | <b>Monthly</b> | <b>Yearly</b> |
|---|----------------|---------------|
| Number of inmate sick call  | 110            | 1320          |
| Intakes by Nurse  | 14             | 160           |
| H & P by Provider   | 6              | 60            |
| ER Visits   | 1              | 10            |
| Dental Visits (onsite minimum of 2.5 hours)                       | 10             | 60            |
| Provider Visits   | 12             | 120           |
| <b>Effingham County Jail</b>                                      |                |               |
| Number of inmate sick call  | 75 average     | 895           |
| Intakes by Nurse  | 146 average    | 1748          |
| H & P by Provider   | 32 average     | 385           |
| ER Visits   | 2 average      | 28            |
| Dental Visits (onsite minimum of 2.5 hours)- Pulls up to 10 teeth |                |               |
| <b>Provider Visits</b>  | <b>Monthly</b> | <b>Yearly</b> |
| MH Visits   | 29 average     | 343           |
| MD/PA Visits  | 26 average     | 313           |

- 7) QUESTION: Please indicate the number of hours the dental van is on-site for each location.  
ANSWER: Minimum of 2.5 hours.
- 8) QUESTION: Please indicate the medication pass times for each facility.  
ANSWER: Jail: 8:30am and 4:00pm. Prison: kop
- 9) QUESTION: Please indicate if medical records are stored in paper-format on-site at each location.  
ANSWER: They are not stored in paper-format.
- 10) QUESTION: Please provide a list of equipment which is owned by the current vendor, and therefore may need to be replaced if a new vendor is chosen.  
ANSWER: All equipment is county owned.
- 11) QUESTION: How often does a provider visit each facility?  
ANSWER: Every week.
- 12) QUESTION: Are all inmates TB tested at intake?  
ANSWER: No.
- 13) QUESTION: How often does a dentist come on-site?  
ANSWER: Every two months.
- 14) QUESTION: How often does mental health come on-site?  
ANSWER: Jail every week; CI mental health not provided.
- 15) QUESTION: Does your current contract include medications?  
ANSWER: The County pays the contract pharmacy.
- 16) QUESTION: Please verify medical equipment owned by the County that will stay at the facility. Ex. Exam beds, computers, printers, EKG machines, refrigerators, etc.  
ANSWER: Prison: Computer, printer, BP cuffs x 2, thermometer, exam table, EKG machine, eye and ear otoscope shedder, med cart, blood glucose machine, AED machine, scanner, refrigerator, microwave, filing cabinets, 2 office chairs.
- 17) QUESTION: Do you provide IT support for electronic medical records?  
ANSWER: The County provides IT support for the buildings, but does not supply any support for the electronic medical records.
- 18) QUESTION: Does the County pay for medical supplies?  
ANSWER: Yes.
- 19) QUESTION: Does the prison have EMR or do charts get transferred with inmates?  
ANSWER: Charts get transferred.
- 20) QUESTION: Is a cost proposal required with the technical proposal?  
ANSWER: Yes.
- 21) QUESTION: If a cost proposal is to be submitted at this time, should it be submitted under a separate cover?

ANSWER: The fee sheet included in the RFP should be included in your submittal. It does not need to be included under a separate cover.

22) QUESTION: Please provide a list of equipment which is owned by the current vendor, and therefore may need to be replaced if a new vendor is chosen.

ANSWER: All equipment on site belongs to the County.

23) QUESTION: Page 19, Section 6.11 indicates that all supplies, OTC medications, and RX medications required to render care are the responsibility of the County. If current pharmacy costs under your existing contract are being passed on to Effingham County for the jail and prison complexes this means public dollars are used to pay for medications and pharmacy services to these facilities. It is our understanding that your current pharmacy invoices would then be readily separable (if being paid as a pass through charge) and available without the need to submit a FOIA request for this information since costs for a public agency are not typically considered confidential nor proprietary. Additionally, if medication costs are the responsibility of the County, it would be in the best interest of the County to have a pharmacy vendor that will meet all of your service level requirements in the RFP at the best price. If this is the case, we would like to request a copy of your complete December 2019 and January 2020 pharmacy invoices (with patient names redacted) detailing each medication dispensed and the associated cost. If this is not the case, can you please direct us to the proper individual that can provide the requested information or instructions on the procedure to acquire this public cost information via FOIA prior to the response due date of the RFP? Is the County currently receiving credit on full and partially used blister cards since the County is paying for all medications?

ANSWER: All Open Records Requests need to go through the office of the County Clerk, email [sjohnson@effinghamcounty.org](mailto:sjohnson@effinghamcounty.org). The current provider holds the contract with the pharmacy, not the County. The provider submits a pharmaceutical listing with each monthly invoice, and that total is paid to the provider.

24) QUESTION: What type of medication packaging (blister cards, vials, strips, other) do you currently use? Do you wish to keep the same packaging system?

ANSWER: Blister packs, and yes.

25) QUESTION: Most correctional institutions have emergency, interim, or first-dose starter stock. How many medications or what percentage of medications are dispensed as stock? Do you receive stock in 30-count blister cards? Alternatively, is all stock received in higher-cost manufacturers' bulk bottles?

ANSWER: Stock Meds Blister packs are used for first doses then all medications are patient specific.

26) QUESTION: Effingham County Jail/Prison is a law enforcement correctional institution required to comply with all applicable state and federal laws, rules, and regulations. Will Effingham County Jail/Prison require bidders to submit the name of their wholesaler and copy of the wholesaler's license in the state of Georgia that they will subcontract with for stock distribution in order to remain in regulatory compliance? Will a bidder's failure to provide proof of compliance with regulations at the time of proposal submittal, specifically this requirement, deem that bidder as non-compliant and therefore ineligible for an award?

ANSWER: No, Effingham County Jail/Prison does not require bidders at the time of the proposal submission to submit the name of their wholesaler and copy of the wholesaler's

license in the state of Georgia that they will subcontract with for stock distribution. By submitting a proposal, bidders acknowledge that they are in compliance with all applicable state and federal laws, rules and regulations – see section **1.7 COMPLIANCE WITH LAWS** of the RFP.

- 27) **QUESTION:** Effingham County Jail/Prison is a law enforcement correctional institution required to comply with all applicable state and federal laws, rules, and regulations. Will Effingham County Jail/Prison require bidders at the time of proposal submittal to submit the name and FDA Drug Establishment Registration Facility Establishment Identifier of the registered repackager they are utilizing for these services in order to remain in regulatory compliance? Will a bidder's failure to provide proof of compliance with regulations at the time of proposal submittal, specifically this requirement, deem that bidder as non-compliant and therefore ineligible to receive an award?

**ANSWER:** No, Effingham County Jail/Prison does not require bidders at the time of proposal submittal to submit the name and FDA Drug Establishment Registration Facility Establishment Identifier of the registered repackager they are utilizing for these services. By submitting a proposal, bidders acknowledge that they are in compliance with all applicable state and federal laws, rules and regulations – see section **1.7 COMPLIANCE WITH LAWS** of the RFP.

- 28) **QUESTION:** Do you currently receive inspections of the medication areas at your facilities? If so, how frequently?

**ANSWER:** Yes, monthly.

- 29) **QUESTION:** What are the main challenges or issues for Effingham County Jail/Prison regarding your current medication dispensing and pharmacy management program? If there are no challenges or issues, what are some areas in which you believe improvements can be made or value added?

**ANSWER:** None.

- 30) **QUESTION:** Page 2 of the RFP indicates that Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion. Page 4, Section 1.5 of the RFP indicates that the County reserves the right to accept, reject, and/or negotiate any and all proposals or parts of proposals deemed by the Board to be in the best interest of citizens of Effingham County. Page 19, Section 6.11 indicates that all supplies, OTC medications, and RX medications required to render care are the responsibility of the County. Independently contracting your pharmacy services has many benefits over incorporating pharmacy into a comprehensive health services model. As an independent discipline, a pharmacy will provide a checks and balance system that will independently monitor for irregularities, prescriber ordering habits, excessive utilization, and medication room concerns. Most importantly, if there were ever a need to change your health services provider, there would be less disruption to the overall system with an independent pharmacy contract. With all costs for medications and pharmacy services being a pass through cost to the County: Would Effingham County Jail/Prison permit an informational response to your RFP along with a cost plus dispensing fee-pricing model from a pharmacy in attendance of the mandatory pre-bid that specialize in correctional-based medication dispensing and pharmaceutical program management? If not, what reservations or concerns does Effingham County Jail/Prison have regarding pharmacy as an independent discipline if medications are a pass through cost?

ANSWER: As the RFP is for inmate medical services including all pharmaceutical services, the county does not require an informational response along with a cost plus dispensing fee-pricing model from a pharmacy in attendance of the mandatory pre-bid that specialize in correctional-based medication dispensing and pharmaceutical program management. The County has no reservations or concerns with one vendor providing complete inmate medical services to the facilities. If the County decides at a later date that it wishes to contract for pharmaceutical services separately, an RFQ will be issued.

31) QUESTION: For the purpose of creating a transition plan, can you give an approximate timeline of the potential award of the contract?

ANSWER: The current contract ends June 30, 2020. The RFP opening date is March 26, 2020. County personnel will need time to review the submittals, and expect to have a vendor selected to present to the Board of Commissioners for approval by the April 21, 2020 meeting.

32) QUESTION: Please provide a copy of the current health services contract, including exhibits, attachments, and amendments.

ANSWER: See attached.

33) QUESTION: Is the County currently subject to any court orders or legal directives that would impact the services provided?

ANSWER: No.

34) QUESTION: How many lawsuits (frivolous or otherwise) have been filed against the County or Contractor pertaining to inmate health care in the past three years?

ANSWER: 1.

35) QUESTION: Are there any requirements for drug testing for prospective employees?

ANSWER: The staff working on this contract are not employees of the County, but of the vendor. By submitting a proposal, vendors acknowledge that they are in compliance with all applicable state and federal laws, rules and regulations – see section **1.7 COMPLIANCE WITH LAWS** of the RFP.

36) QUESTION: Who is responsible for running background checks on potential personnel – County or Contractor?

ANSWER: The staff working on this contract are not employees of the County, but of the vendor. By submitting a proposal, vendors acknowledge that they are in compliance with all applicable state and federal laws, rules and regulations – see section **1.7 COMPLIANCE WITH LAWS** of the RFP.

37) QUESTION: Please provide a current list of staffing vacancies by position.

ANSWER: The awarded contractor will be responsible for staffing the contract, therefore the county has no vacancies pertaining to this RFP. If this question pertains to county staffing vacancies, all open positions can be found on the County's website at <http://www.effinghamcounty.org/191/Human-Resources>.

38) QUESTION: Are any members of the current health service staff unionized? If yes, please provide a copy of the union contract.

ANSWER: No.

- 39) QUESTION: If available, please provide salaries/wages for the incumbent health services staff.  
ANSWER: This is proprietary information.
- 40) QUESTION: Please confirm that overtime and temporary employee hours will count toward the hours required by the contract.  
ANSWER: The hours required by the contract are the set hours required. They do not include overtime or temporary employee hours.
- 41) QUESTION: Does the facility hold any national or state accreditations? Will continued accreditation be a part of the scope of work? If not, will obtaining accreditation be a required part of the scope of work?  
ANSWER: No.
- 42) QUESTION: What software is utilized for the facility's jail management system (JMS)?  
ANSWER: BluHorse JMS through Courtware Solutions.
- 43) QUESTION: Does the facility utilize an Electronic Medical Record? If yes, should the proposer propose their own EMR system or continue utilizing the EMR in place?  
ANSWER: Medical records are electronically maintained by the medical provider. Current Vendor is using ERMA.
- 44) QUESTION: Can you briefly describe the IT infrastructure within the facility? Will the proposer's hardware be placed on the County network? Will the County host software to be used in the scope of work? Is there any bridge between the Jail and Prison networks?  
ANSWER: The computers currently in the facility are on the County network, and belong to the County. If software needs to be installed, then that will need to be arranged with our IT department. There is currently no "bridge" between the two facilities - the computers can't 'talk to each other' - , but this can be set up if need be.
- 45) QUESTION: How do personnel currently access internet while in the health care unit?  
ANSWER: County network.
- 46) QUESTION: Does the facility have WiFi connectivity throughout?  
ANSWER: Not currently. We are working towards that goal.
- 47) QUESTION: Approximately how long is a typical facility med pass?  
ANSWER: Depends on the number of inmates receiving medications. Both AM and PM medication passes wouldn't exceed 3-4 hours, usually.
- 48) QUESTION: Can you confirm the total number of med carts in the facility?  
ANSWER: 1.
- 49) QUESTION: How often is medication distributed each day?  
ANSWER: Typically, the Jail conducts two med passes daily. If medications are ordered more often, additional passes are conducted (ie. three or four if the medication the inmate is ordered is required to be given more often than two times a day). The CI does not do med pass except sometimes on seg inmates. All inmates at the CI keep their medication with them and take their own meds as ordered or KOP (Keep On Person).

- 50) QUESTION: How long does it take to perform medication distribution?  
ANSWER: Approx. 1.5 hours.
- 51) QUESTION: Please provide the following historical data regarding the size of the inmate population
1. ADP over the past two years
  2. Two years of projected populations
  3. Number of intakes for the previous three years
- ANSWER:
1. 2019 = 206; 2018 = 197
  2. No response given
  3. 2019 = 2686; 2018 = 2584; 2017 = 2751
- 52) QUESTION: Are there currently any backlogs in services/clinics – chronic care, sick call, dental, etc.?  
ANSWER: No.
- 53) QUESTION: Please provide the previous three years of statistical data for each of the following:
1. Number of inmates on suicide watch
  2. Number of completed suicides
  3. Number of deaths
- ANSWER:
1. 75 (over the last three years)
  2. None
  3. 2
- 54) QUESTION: How are detainees screened for suicide risks and mental health concerns at intake?  
ANSWER: Questionnaire. Additionally, the nursing staff will follow their company policy and procedures regarding the intake process.
- 55) QUESTION: How are mental health patients identified / referred for services?  
ANSWER: Medical staff screening (Nurses, Security, MD, and MHP all provide input).
- 56) QUESTION: How many patients required some form of detox and/or medical intervention due to opiate misuse in the past year?  
ANSWER: 3.
- 57) QUESTION: Are patients deemed too acute to house in the jail sent to a public mental health facility?  
ANSWER: Patients are referred to Georgia Regional, MHP if necessary completes 1013.
- 58) QUESTION: Does the facility currently house any pregnant inmates?  
ANSWER: Yes (Jail).
- 59) QUESTION: How does the facility provide OB/GYN care to pregnant inmates?  
ANSWER: Medical personnel arrange appointments at OB/GYN office (local provider or their current OB/GYN).



- 60) **QUESTION:** Who is the current pharmacy contractor?  
**ANSWER:** The County does not hold a contract with a pharmacy. It is handled through the vendor. (Correct RX through Wellpath).
- 61) **QUESTION:** Would the facility be willing to change pharmacy subcontractors with the new medical vendor?  
**ANSWER:** The County does not hold a contract with a pharmacy. It is handled through the vendor.
- 62) **QUESTION:** Where does medication distribution take place, i.e., med cars on the housing unit or inmates coming to medical?  
**ANSWER:** Nurses station at each block.
- 63) **QUESTION:** How are medications made available to inmates on release from the correctional facility?  
**ANSWER:** Given a take-home pack.
- 64) **QUESTION:** Does the facility currently utilize a Medication Assisted Treatment (MAT) program? Will the County anticipate implementing such a program in the future?  
**ANSWER:** No.

**END OF QUESTIONS**

**Additional Information:**

**PROPOSED STAFFING MATRIX:**

To better suit the needs of the Effingham County Prison and Jail, please see below for a proposed medical staffing schedule.

The day shift nurse will start the day at the Prison, then report to the Jail (around 7:30/8.00am). The remainder of the day, this individual will be handling calls between the Jail and Prison as needed. The night shift is subject to change based on need (changes to be determined well in advance). Having a nurse on site in the evenings will assist the ECSO with blood draws for suspected DUI incidents.

**PROPOSED STAFFING MATRIX**

| Hours              | Mon | Tues | Wed | Thu | Fri | Sat | Sun | FTEs |
|--------------------|-----|------|-----|-----|-----|-----|-----|------|
|                    | Day | Day  | Day | Day | Day | Day | Day |      |
| 6:30 AM - 3:30 PM  | 8   | 8    | 8   | 8   | 8   | 1   | 1   | 1    |
| 3:30 PM - 12:00 AM |     | 8    | 8   | 8   | 8   | 8   | 1   | 1    |

\*\*Night shift schedule subject to change- Schedule to be set Monthly

\*\*Day shift - one (1) hour lunch

\*\*Night shift - thirty (30) minute dinner break



## CORRECTIONAL HEALTH SERVICES AGREEMENT

The Correctional Health Services Agreement (“Agreement”) is made and entered into on **April 01, 2015**, by and between Effingham County (“**EC**”), a body politic and corporate under the laws of the State of Georgia (referred to collectively as a “County”), and TransformHealthCS, Inc. a Georgia corporation (referred to hereinafter as “**THCS**”) and ending **June 30, 2016**.

### WITNESSETH

- A. THCS does business as TransformHealthCS, Inc. and contracts with counties to provide correctional healthcare services and desires to provide such services for the county under the terms and conditions hereof; and
- B. Effingham County is charged by law with responsibility for administering, managing and supervising the inmate health care delivery system of the Effingham County Jail and Effingham County Correctional Institution; and
- C. The objective of the county is to provide for the delivery of quality health care to inmates in accordance with applicable law; and
- D. County desires to enter into a health care services agreement with THCS to promote this objective.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the County and THCS hereby agree as follows:



## CORRECTIONAL HEALTH SERVICES AGREEMENT

### ARTICLE I Health Care Services

- 1.01 **General Engagement** County hereby engages THCS to provide for the delivery of reasonable and necessary medical, mental and dental care to individuals under the custody and control of County and detained at Effingham County Jail and Effingham County Correctional Institution and THCS hereby accepts such engagement according to the terms and provisions hereof.
- 1.02 **Scope of Services** THCS will provide on a regular basis professional medical, mental health and related health care administrative services for the inmates, including a program to review preliminary screening of inmates, a health evaluation of each inmate following admission to facility, regularly scheduled sick call, nursing coverage, regular physician/physician extender visits on site, medical specialty service administration, emergency medical care, medical records management, pharmacy services, and administrative support services. Notwithstanding anything in the Agreement to the contrary, THCS will provide such services as may be required by law consistent with the Effingham County Jail and Effingham County Correctional Institution’s Medical Plan.
- 1.03 **Specialty Services** THCS will arrange specialty care services on-site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on site, THCS will make appropriate off-site arrangements for the rendering of such care. The County will be responsible for the cost of specialty services.
- 1.04 **Dental** THCS will arrange for such dental services for the inmates. The County will be responsible for the cost of dental services.
- 1.05 **Emergency / Hospitalization** THCS will provide emergency medical treatment to inmates as necessary and appropriate. The County will be responsible for the cost of emergency/hospitalization.
- 1.06 **Infant Care** THCS will provide health services to any pregnant inmate, but shall have no responsibility under this Agreement to provide health care services to an infant following birth.
- 1.07 **Elective Medical Care** THCS will not be responsible for the provision of 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 THCS’s medical director, cause an inmate’s health to deteriorate or cause harm to an inmate’s well-being.
- 1.08 **Medications and Supplies** THCS represents to County that THCS has arrangements in place for to obtain medications and supplies at a discount. All supplies and medications required to render care are the responsibility of the County. Original invoices will be provided from the vendor to the County. THCS uses a controlled generic formulary for medications. The formulary is changed when necessary. THCS will review and track those invoices and then submit. The County will be responsible for the cost of medications and supplies.



1203 Brampton Avenue  
Statesboro, GA 30458

## CORRECTIONAL HEALTH SERVICES AGREEMENT

- 1.09 ***Jail Medical Plan*** under Georgia law, the County is required to have a Medical Plan. THCS will comply with the Jail's Medical Plan. THCS acknowledges receipt of a copy of the County's current Medical Plan.

## CORRECTIONAL HEALTH SERVICES AGREEMENT

### ARTICLE II Personnel

- 2.01 **Staffing** THCS will provide medical personnel necessary for the rendering of health care services. The THCS staffing plan gives on-site nursing staff at the Jail and CI 80 hours per week, 5 days a week with the exclusion of all County Holidays. Weekend coverage of four (4) hours a day for the Jail and CI. Sick call will be performed 5 days weekly, as needed. On call coverage will be available 24 hours, seven days a week, to respond to phone calls from designated jail staff after-hours. After hours call backs to the facility are based on an hourly rate. This is an additional expense to the county. Physician or Physician extender for weekly onsite visits. Mental Health providers will be available for assessments weekly. The medical department observes all county holidays.

During the contract term, should the County's inmate population increase above 390, adjustments to the staffing and contract may be required, and the county and THCS will negotiate the additional compensation needed to support the increased staff and services.

- 2.02 **Licensure, Certification and Registration of Personnel** All personnel provided or made available by THCS to render services hereunder will be licensed, certified, or registered, as appropriate, in their respective areas of expertise pursuant to applicable Georgia law.
- 2.03 **County Satisfaction with Health Care Personnel** If county should become dissatisfied with any health care personnel provided by THCS hereunder, THCS, in recognition of the sensitive nature of correctional services, will, following receipt of written notice from county of its dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem and, if the problem is not resolved, remove the individual about whom County has expressed its dissatisfaction. THCS will be allowed a reasonable time prior to removal to find an acceptable replacement.

THCS and County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of THCS, as well as for the security of inmates and facility staff. County will provide security services satisfactory to THCS and sufficient to enable THCS and its personnel to safely provide the health care services called for hereunder.

- 2.04 **Use of inmates in the Provision of Health Care Services** Inmates shall not perform any medical functions in the jail
- 2.05 **Subcontracting and Delegation** In order to discharge its obligations hereunder, THCS will engage certain health care professionals as independent contractors rather than as employees, and county expressly consents to such subcontracting or delegation. As the relationship between THCS and these health care professionals will be that of independent contractor, THCS will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals, and THCS will not exercise control over the manner or means by which these independent contractors perform their professional duties.



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## CORRECTIONAL HEALTH SERVICES AGREEMENT

- 2.06 **Discrimination** THCS will recruit, select, train, promote, transfer, and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, age or sex (except where age, sex, or handicap is a bona fide occupational qualification). Further, THCS will administer its other personnel policies without regard to race, color, religion, national origin, age or sex.
- 2.07 **Local Preference** To the greatest extent possible, THCS will employ or contract with local healthcare professionals in meeting its staffing needs.



## CORRECTIONAL HEALTH SERVICES AGREEMENT

### ARTICLE III Reports and Records

- 3.01 **Medical Records** THCS will main medical record for each inmate who has received health care services. This medical record will be maintained pursuant to applicable law and will be kept separate from the inmate's confinement record. A copy of the applicable medical record information will be available to accompany any inmate who is transferred from the facility to another location for off-site services. Medical records will be kept confidential, and THCS will follow the county's policy with regard to access by inmates and facility staff to medical records. No information contained in the medical records will be released by THCS except as provided by county policy, by a court order, or otherwise in accordance with applicable law. Whenever possible, THCS will make such records available in electronic format.
- 3.02 **Inmate Health Insurance** Consistent with G.S 153A-224(b), THCS may seek and obtain from any inmate information concerning any health insurance the inmate might have that would cover any off-site services rendered by providers hereunder and County will cooperate fully with THCS in its obligation hereunder.
- 3.03 **Inmate Information** In order to assist THCS in providing the best possible health care services to inmates, county will provide THCS information pertaining to inmates that THCS identifies as reasonable and necessary for THCS adequately to perform its obligations hereunder.
- 3.04 **Records Available to County with Limitations on Disclosure** THCS will make available at the County's request, all records, documents and other papers relating to the direct delivery of health care services to inmates hereunder; provided, however, that county understands that the systems, methods, procedures, written materials and other controls employed by THCS in the performance of its obligations hereunder are proprietary in nature and will remain the property of THCS and may not at any time, be used, distributed, copied, or otherwise utilized by county, except in connection with the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by THCS.
- 3.05 **County Records Available to THCS with Limitations on Disclosure** During the terms of this Agreement and for a reasonable time thereafter, County will provide THCS, at THCS's request, County's records relating to the provision of health care services to inmates as may be requested by THCS or as pertinent to the investigation or defense of any claim related to THCS conduct. County will make available to THCS such records as are maintained by county, hospitals, and other outside health care providers involved in the care and treatment of inmates (to the extent county has any claim to those records) as THCS may reasonable request consistent with applicable law; provided, however, that any such information the County releases to THCS shall be treated by THCS as confidential, and THCS will not, except as may be required by law, distribute same to any third party without the prior written approval of county.



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## CORRECTIONAL HEALTH SERVICES AGREEMENT

- 3.06 ***Records Relating to Inmate Fees for Non-emergency Medical Care*** Notwithstanding any provision in this Article III to the contrary, THCS will provide information to the County sufficient for the County to document, charge and collect from inmates those fees for each incident for the provision of non-emergency medical care that are allowed by G.S 153A-225(a). THCs shall otherwise have no responsibility for the collection of those fees and THCS shall have no rights or interest in fees collected by the County.





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## CORRECTIONAL HEALTH SERVICES AGREEMENT

### ARTICLE IV Office Space and Equipment

- 4.01 **Office Space and Support** The County agrees to provide THCS with office space, facility, office furniture, utilities (including telephone and internet access), computer with printer, copier, scanner, fax sufficient to enable THCS to perform its obligations hereunder.
- 4.02 **Equipment** County will provide appropriate equipment sufficient to enable THCS to perform its obligations hereunder. County will own this equipment. Medical Diagnostic equipment necessary for rendering care will be purchased for the county and billed back to the county. In the event that the contract is terminated prior to completion of payments for equipment, the balance will be billed to the county on the last bill.



**CORRECTIONAL HEALTH SERVICES AGREEMENT**

**ARTICLE V  
Term and Termination of Agreement**

5.01 **Term** This Agreement shall be for a term of fifteen (15) months commencing on the date of this Agreement, subject to earlier termination in accordance with this Agreement. Unless either the County or THCS gives written notice on nonrenewal to the other party at least thirty (30) calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for additional periods of one (1) year each for five (5) years in accordance to THCS incentive plan fee schedule.

|      |                  | Year | Current Contract | Increase Percentage | Increase Amount | Additional Services | Contract Renewal Amount | Term (Months) | Total Contract Renewal | Monthly Payment |
|------|------------------|------|------------------|---------------------|-----------------|---------------------|-------------------------|---------------|------------------------|-----------------|
| FY16 | Contract Renewal | 2015 | \$ 238,000.00    | 3%                  | \$ 7,140.00     | \$ -                | \$ 245,140.00           | 15            | \$ 306,424.95          | \$ 20,428.33    |
| FY17 | Contract Renewal | 2016 | \$ 245,140.00    | 0%                  | \$ -            | \$ -                | \$ 245,140.00           | 12            | \$ 245,140.00          | \$ 20,428.33    |
| FY18 | Contract Renewal | 2017 | \$ 245,140.00    | 0%                  | \$ -            | \$ -                | \$ 245,140.00           |               |                        | \$ 20,428.33    |
| FY19 | Contract Renewal | 2018 | \$ 245,140.00    | 3%                  | \$ 7,354.20     | \$ -                | \$ 252,494.20           |               |                        | \$ 21,041.18    |
| FY20 | Contract Renewal | 2019 | \$ 252,494.20    | -1%                 | \$ (2,524.94)   | \$ -                | \$ 249,969.26           |               |                        | \$ 20,830.77    |

5.02 **Termination With or Without Cause** This Agreement may be terminated at any time by either the County or THCS, with or without cause, by providing the other party at least thirty (30) calendar days' prior written notice.

5.03 **Effect of Expiration or Termination** The expiration or the termination of this Agreement shall not affect the obligation of the County to pay compensation to THCS or pay for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of THCS to provide monthly reports for the period prior to the effective date of such expiration or such termination.



## CORRECTIONAL HEALTH SERVICES AGREEMENT

### ARTICLE VI Compensation

- 6.01 **Base Compensation** County will pay THCS the sum of \$306,424.95 for services provided by THCS for fifteen (15) months. Payments will be \$20,428.33 per month. This compensation level assumes a maximum inmate population of 390.
- 6.02 **Per Diem** When the daily inmate census is greater than 390, County agrees to compensate TCHS an additional \$0.00 per day for each inmate over 390.
- 6.03 **Monthly Fee** No later than the 10<sup>th</sup> day of each calendar month for which a THCS invoice is received, County agrees to pay to THCS the monthly amount set forth in Section 6.01 above.
- 6.04 **Additional Fees** The County shall be responsible for medical supplies, equipment and other items that may be required by THCS or the Physician or Physician Extender to provide adequate Medical Services under this Agreement. The invoiced amount of such medical supplies, equipment and other items shall be the actual cost. No later than the 10<sup>th</sup> day of the calendar month immediately following the receipt of the THCS invoice, the County shall pay to THCS the amount invoiced for medical supplies, equipment and other items purchased during the immediately preceding calendar month.

And after hours medical call back to the Jail will range in cost from \$100 to \$350. The range in cost shall be based on time spent from arrival to departure of the necessary company personnel. These callbacks are designed to abort emergency room visits. This is an additional expense to the county.



## CORRECTIONAL HEALTH SERVICES AGREEMENT

### ARTICLE VII Liability and Risk Management

- 7.01 **Medical Malpractice Insurance** THCS shall ensure that the Physician or Physician Extender maintains, throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Physician or Physician Extender, in the minimum annual coverage amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, with an insurance company reasonably satisfactory to THCS and County. THCS will require the Physician or Physician Extender to immediately notify THCS and County in the event that (i) such Physician or Physician Extender does not at any time maintain the required coverage set forth above, or (ii) such Physician or Physician Extender receives notice of any claim or claims that will materially erode the available benefits provided by the above insurance coverage. In either such event, THCS shall promptly secure comparable coverage for the Physician or physician Extender, or shall remove and replace such Physician or Physician Extender with another qualified Physician or Physician Extender. THCS shall provide County proof of such professional liability insurance maintained by the Physician or physician Extender in accordance with paragraph (c) below.
- 7.02 **General Liability Insurance** THCS shall, at its own cost and expense, obtain and maintain in full force and effect, during the term of this Agreement, with insurers reasonably satisfactory to County, the following insurance coverage: (i) worker's compensation insurance as required by the law of the state where services are rendered; (ii) commercial general liability insurance including broad from contractual liability coverage with a \$1,000,000 per occurrence and a \$3,000,000 general aggregate limit; Insurance of THCS shall be deemed primary for injuries caused by the negligence or willful misconduct of THCS.
- 7.03 **Evidence of Insurance** THCS shall provide County with certificates of insurance evidencing the coverage required hereunder within thirty (30) days after execution of this Agreement. Each policy required hereunder shall provide that County shall receive fifteen (15) days' advance written notice in the event of a cancellation or material change in such policy. With the exception of insurance coverage listed in (i) and (ii) above, each policy of insurance which THCS is required to possess under this Agreement shall name County, its subsidiaries, employees, officers, director and shareholders, as additional insured as respects the insurance policies herein required.
- 7.04 **Indemnification** To the fullest extent permitted by law, THCS hereby agrees to indemnify, defend, and hold harmless the County, its subsidiaries, and the directors, officers, representatives, agents, employees of each or any such entity, from and against any and all claims, losses, damages, expenses and all other liabilities arising out of or resulting from performance or failure to perform under this Agreement by THCS (or any of its agents, employees or subcontractors) including, without limitation, demands, claims, suits, or actions of any character presented or brought for any injuries (including death) to persons arising out of any negligent (including strict liability), wanton or intentional act or omission of THCS, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any one of them may be liable, and whether or not the same be caused by or arise out of the joint, concurrent, or contributory negligence of any person or entity of County.



## CORRECTIONAL HEALTH SERVICES AGREEMENT

### ARTICLE VIII Miscellaneous

- 8.01 **Responsibilities of Parties** THCS and County are independent contractors in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venture or partner of the other. All persons furnished, used, retained or hired by or on behalf of THCS shall be considered to be solely the employees or agents or designees of THCS. THCS agrees that it (i) is responsible for payment of any kind and all unemployment, social security, and other payroll taxes for its employees and agents, as applicable, including any related assessments and contributions required by law; and (ii) will assure by contractual provision that any subcontractors and/or their designees shall provide that they shall be solely responsible for payment of any and all applicable unemployment, social security, and other payroll taxes for their employees and agents, to the same extent as set forth in (i) above.
- 8.02 **Transferability** Neither the County nor THCS may assign or otherwise transfer this Agreement to a third party without the prior written consent of the other party, which may be given or withheld by the other party in its sole discretion.
- 8.03 **Non-Compete** In the event of Termination, for a period of one (1) year, County shall not use directly or indirectly the onsite professional healthcare services of the Physician, physician extender, nurse or support staff furnished by THCS.
- 8.04 **Non-Disclosure** The County and THCS shall take all reasonable steps to insure that information with respect to the terms of this Agreement or with respect to the business of the County and THCS acquired by virtue of the position of the other party under the Agreement shall not be disclosed or used outside of the business of either party; provided, however, the foregoing restriction shall not apply to information (a) provided to government authorities as required by applicable law or applicable regulation or consented to by the patient; (b) furnished to healthcare providers involved in a particular patient's case; (c) which is or becomes public knowledge through no fault of either party; or (d) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.



1203 Brampton Avenue  
Statesboro, GA 30458

**CORRECTIONAL HEALTH SERVICES AGREEMENT**

IN WITNESS WHEREOF, the County and THCS have executed and delivered this Agreement as of the date first above written.

Effingham County

TransformHealthCS, Inc.

By: Wendall A. Kessler

By: Allison McGrath Judge

Name: Wendall Kessler

Name: Allison McGrath Judge

Title: Chairman

Title: Chief Executive Officer

Address: 601 North Laurel Street  
Springfield, GA 31329

Address: 1203 Brampton Avenue  
Statesboro, GA 30458

Mailing: 601 North Laurel Street  
Springfield, GA 31329

Mailing: 1203 Brampton Avenue  
Statesboro, GA 30458

**Amendment No. 1 to the  
Correctional Health Services Agreement  
Executed April 1, 2015  
between  
Board of Commissioners of Effingham County  
and  
TransformHealthCS, Inc.**

THIS AMENDMENT NO. 1 (this "Amendment") is entered into this 16<sup>th</sup> day of May, 2017 by and between the County of Effingham ("COUNTY") with offices at 601 N Laurel Street, Springfield, GA 31329 and TransformHealthCS, Inc. ("THCS") with offices at 1203 Brampton, Statesboro, GA 30458. COUNTY and THCS are referred to individually herein as a "Party" and collectively as the "Parties".

WHEREAS, COUNTY and TransformHealthCS, Inc. ("THCS") entered into a Correctional Health Services Agreement, dated April 1, 2015,

WHEREAS, the Parties desire to formally replace TransformHealthCS, Inc. with SOUTHEAST CORRECTIONAL MEDICAL GROUP ("SECMG") as the "CONTRACTOR" under the AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the AGREEMENT, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Each of SECMG and COUNTY acknowledge and agree that each reference in the AGREEMENT to "TRANSFORMHEALTHCS" and "Contractor" will, on and after the EFFECTIVE DATE, mean SECMG.
2. Except as specifically set forth herein, all other terms and provisions of the AGREEMENT shall remain unaffected by this Amendment and continue in full force and effect. On and after the EFFECTIVE DATE, each reference in the AGREEMENT to "this Agreement," "hereunder," "hereof," "herein" or words of similar import referring to the AGREEMENT, and each reference in any attachment thereto or other documents executed thereby, or any of them, to the "Agreement," "thereunder," "thereof" or words of similar import referring to the AGREEMENT will mean, and will be a reference to, the AGREEMENT as amended by this Amendment.
3. This Amendment shall be governed by the laws of the State of Georgia, without regards to conflict of laws provisions of such jurisdiction.
4. This Amendment may not be amended, modified or supplemented except upon the execution and delivery of a written agreement executed by the parties and specifically referencing this Amendment.
5. This Amendment supersedes and replaces all prior agreements between the Parties related to the subject matter hereof.
6. This Amendment may be executed in one or more counterparts (including by facsimile, PDF or other electronic means), each of which will be deemed an original and all of which together will constitute one and the same agreement.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives the day and year first written above.

**Southeast Correctional Medical Group**

By: Brian Elvaiah

Printed Name: Brian Elvaiah

Title: VP of Finance

Dated: \_\_\_\_\_

**Effingham County Board of Commissioners**

By: Wesley M. Corbitt

Printed Name: Wesley Corbitt

Title: Chairman

Dated: 5/23/17



Addendum No.1  
RFP 20-62-001 – Inmate Medical Services

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All other terms and conditions in RFP 20-62-001 remain unchanged.

Effingham County reserves the right to reject any and all proposals, to waive any technicalities or irregularities and to award the offer based upon the most responsive, responsible submission.

Please sign receipt of this Addendum No. 1 below:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**END OF ADDENDUM NO. 1**