



STATE OF SOUTH CAROLINA)
)
GEORGETOWN COUNTY)

PROFESSIONAL
SERVICES
CONTRACT

This AGREEMENT is made and entered into between the **COUNTY OF GEORGETOWN**, a political subdivision of the State of South Carolina, whose Administrative Office is located at 129 Screven Street, Georgetown, S.C. 29440 ("**County**"), and **Southern Health Partners, Inc. ("Provider")** whose administrative Office is located at 2030 Hamilton Place Boulevard, Suite 140, Chattanooga, TN 37421.

This Contract for Professional Services ("**Contract**") is dated this 26th day of September 2016 and shall have an Effective Date of the 1st day of October 2016, (the "**Effective Date**").

1. GENERAL TERMS OF CONTRACT

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance: The timely performance by **Provider** of the services described in this Contract is of the essence, and shall commence on the **Effective Date**. Failure to perform timely, except for cause occasioned by Act of God, shall permit County to declare this Contract voided and of no further effect.

1.3. Arbitration: This contract is not subject to arbitration.

1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Georgetown, South Carolina.

1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between County and **Provider** concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of County and **Provider**. Forbearance by County from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle **Provider** to rely upon such forbearance in the event of another similar breach by **Provider** of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, **Provider** shall comply with the provisions of:

1.6.1. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq);

1.6.2. Title VII of the Civil Rights Act of 1964;

1.6.3. Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324);

1.6.4. Age Discrimination Act of 1975;

1.6.5. Section 504 of the Rehabilitation Act of 1973;

1.6.6. Title I of the Americans with Disabilities Act of 1990;

1.6.7. Civil Rights Restoration Act of 1987;

1.6.8. 49 CFR Part 21;

1.6.9. 23 CFR Part 200;

1.6.10. USDOT Order 1050.2;

1.6.11. Executive Order #12898 (Environmental Justice);

1.6.12. Executive Order #13166 (Limited-English-Proficiency);

1.6.13. Equal Pay Act of 1963;

1.6.14. Fair Labor Standards Act of 1938;

1.6.15. Immigration Reform and Control Act of 1986;

1.6.16. South Carolina Wages Act, S.C. Code § 37-10-10 et seq; and

1.6.17. South Carolina Worker's Compensation Act, S.C. Code § 42-1-10 et seq.

1.7. By entering into this Contract, **Provider** affirmatively warrants that **Provider** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Provider** shall remain in compliance therewith.

2. SCOPE OF SERVICES:

2.1. **Provider** shall perform those tasks set forth in Exhibit "A" that is attached hereto and is incorporated herein by reference, within the time limits set forth therein. If any term of the Scope of Services set forth on Exhibit "A" shall conflict with the terms of this Contract, then such term as set forth on Exhibit "A" shall not bind County.

2.2. All services to be performed by **Provider** under this Contract shall be performed within the lesser of (a) the term set forth on Exhibit "A"; or (b) the expiration of five (5) years after the Effective Date of this Contract; whichever is the lesser period of time.

3. PAYMENT FOR SERVICES:

- 3.1. The costs of services are set forth in Exhibit "B" of this Contract. **Provider's** invoice to County will be on a basis of net 30 days after receipt by County of invoice. Invoices in respect of necessary services rendered by **Provider** after a notice of termination, as set forth herein shall be fully payable by County as if this Contract continued in full force and effect.
- 3.2. Payment for services not included in the Scope of Services constitute additional charges to County, at rates and intervals to be agreed between County and **Provider** in a written instrument executed prior to the performance of such services.

4. WARRANTIES OF PROVIDER AND COUNTY:

4.1. County warrants that:

- 4.1.1. County has the lawful authority required under State law and County's Ordinances to enter into and perform this Contract;
- 4.1.2. County shall not offer employment to any employee of **Provider** for a period of two (2) years after the termination, except for cause, of this Contract.

4.2. Provider warrants that Provider has:

- 4.2.1. All necessary licenses and consents required for **Provider** to enter into and fully perform the Scope of Services set forth on Exhibit "A", and is in good standing in the State of South Carolina;
- 4.2.2. All required insurances, including Worker's Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract;
- 4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by **Provider**.

4.3. Provider warrants that Provider shall throughout the term of this Contract:

- 4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in South Carolina;
- 4.3.2. Maintain all insurances required by law or this Contract, including worker's compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth on County's invitation to bid or Request For Proposal, that formed the basis of the Scope of Services of this Contract.
- 4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by **Provider** to third parties or employees, agents, or sub-Providers of **Provider**, all amounts required by

State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;

4.3.4. Ensure that any third party, employee, agent, or sub-Provider of **Provider** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;

4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;

4.3.6. Make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.

5. OWNERSHIP OF PROJECT MATTER:

Unless otherwise agreed between County and **Provider**, and approved by County's attorney:

5.1. All plans, reports, surveys, and other professional work product of **Provider** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of County during and at the completion or termination of this Contract;

5.2. All materials supplied or loaned by County to **Provider** during the term of this Contract shall remain the property of County;

5.3. All intellectual property provided to County by **Provider** and originating from this Contract shall become and remain the property of County, and **Provider** shall not, without the written consent and license from County, use such intellectual property for another commercial purpose;

5.4. County shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Provider** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT:

County and **Provider** shall have the right, upon sixty days written notice, to terminate this Contract, and thereafter County shall have no obligation to pay for services provided to County except up to the effective date of termination of this Contract. In the event **Provider** exercises its right to terminate this Contract, **Provider** will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty days, to allow County to procure another Provider.

7. NON-APPROPRIATION:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

8. INDEPENDENT PROVIDER STATUS:

Provider shall not, by entering into this Contract, become a servant, agent, or employee of County, but shall remain at all times an independent Provider to County. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between **Provider** and County, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

9. NOTICES TO PARTIES:

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

9.1. To County:

9.1.1.

Mr. Kyle Prufer, Procurement Officer
Georgetown County
Post Office Box 421270
Georgetown, SC 29442-1270

9.2. To Provider:

9.2.1.

Ms. Jennifer Hairsine, President & CEO
Southern Health Partners, Inc.
2030 Hamilton Place Blvd., STE 140
Chattanooga, TN 37421

9.3. Form of Notice: All notices required or permitted under this Contract shall be effective:

9.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of

such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

9.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

10. WAIVER OR FOREBEARANCE

Any delay or failure of County to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of County's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on Provider under this Agreement shall be waived and no breach by Provider shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Provider will indemnify and hold harmless the County and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the **Provider**, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the County or any of their agents or employees by an employee of the **Provider**, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for **Provider** under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of **Provider** under this paragraph shall not extend to the liability of the County or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Contract in two (2) originals, each of which shall be deemed to be an original on the Effective Date first above written.

WITNESS:



Southern Health Partners, Inc.

By: 

Its: President and CEO

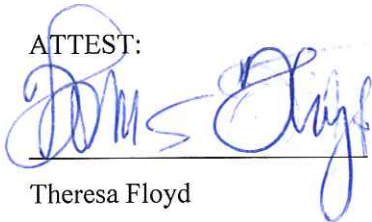
COUNTY OF GEORGETOWN

By: 

Johnny Morant, Chair

Georgetown County Council

ATTEST:



Theresa Floyd

Clerk to Council

EXHIBIT A
SCOPE OF SERVICES

RFP #16-062, Health/Medical Care Services for the Georgetown County Detention Center

I. INTRODUCTION

Georgetown County is seeking sealed proposals for the provision of inmate health care services to include medical, dental, mental health, health care personnel, and program support services for a population of approximately 190 inmates, for an initial term of one (1) year. The County may extend the contract on a year-to-year basis for four (4) additional one year periods if it appears to be in the best interest of the County. Services will be performed for the Georgetown County Detention Center located at 2394 Browns Ferry Rd., Georgetown, South Carolina.

The County operates one facility at the following location.

Facility Name:	Georgetown County Detention Center
Street Address:	2394 Browns Ferry Road
Telephone Number:	(843) 545-3400
Contact Person:	Chief Michael A. Schwartz, Detention Center Administrator
Rated Capacity:	192 Males, 20 Females
Current Average Daily Population:	190

Voluntary Site visit shall be by **PRIOR APPOINTMENT ONLY**. All offerors are encouraged to make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful offeror of obligation to carry out the scope of work required. Site visits may be arranged by contacting Ms. Myra McGirt at (843) 545-3422, who will coordinate with Major Sharon Morton. At no time will a site visit occur without prior arrangements (i.e. walk-ins). Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

II. OBJECTIVES OF THE RFP

The objectives of this RFP are as follows:

- 1.0 To collect information necessary for the evaluation of competitive proposals submitted by qualified offerors.
- 2.0 To provide for a fair and objective evaluation of proposals.
- 3.0 To result in a contract between the successful offeror and the County that will meet the following objectives:
 - 3.1 To deliver high quality health care services that can be audited against established standards.

- 3.2 To operate the health services program at full staffing and to use only South Carolina licensed, certified, and professionally trained personnel.
- 3.3 To operate the health services program in a cost-effective manner with full reporting and accountability to the Detention Center Administrator.
- 3.4 To implement an annual written health care plan with clear objectives, site-specific policies, procedures and annual evaluation of compliance.
- 3.5 To maintain an open collaborative relationship with the administration and staff of the Georgetown County Detention Center, hereinafter referred as the Detention Center.
- 3.6 To maintain standards established by the South Carolina Department of Corrections, the American Correctional Association and NCCHC for health services in jails.
- 3.7 To offer a comprehensive program for continuing health care staff education.
- 3.8 To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.
- 3.9 To operate the health services program in a humane manner with respect to the inmates' right to basic health care services.

III. QUALIFICATION OF THE OFFEROR

- 1.0 To be considered for award of this contract, the offeror must meet the following minimum qualifications:
 - 1.1 The offeror must be organized for the purpose of providing correctional health care services, and preference will be given three (3) years previous experience with proven effectiveness in administering health care programs at correctional facilities.
 - 1.2 The offeror must carry "occurrence" professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate. A certificate of insurance clearly stating "occurrence" coverage must be included with the proposal. Should an offeror carry "claims made" insurance, the offeror must purchase a "tail" to cover through the statute of limitations.
 - 1.3 The offeror must have demonstrated experience in attaining NCCHC accreditation in correctional facilities currently under contract with the offeror.
 - 1.4 The offeror must demonstrate its ability to provide a system of technical and medical support to the on-site personnel.

- 1.5 The offeror must have a proven ability for contract start-up.
- 1.6 The offeror must have demonstrated recruiting capabilities including professional recruiting personnel and recruiting systems.
- 1.7 The offeror must have the central office capability to supervise and monitor the program, ensuring satisfactory provision of services.
- 1.8 The offeror must provide a bid bond, or certified check payable to Georgetown County, SC for an amount equal to 5% of the first year program costs included in their bid submittal.
- 1.9 The successful offeror must provide a performance bond payable to Georgetown County the amount of no less than 20% of the first year program costs.

IV. SELECTION CRITERIA

Each proposal will be evaluated in five categories: price, corporate stability, experience, references and quality of the response. Each category is assigned a maximum point value and each is given a minimum value. If the minimum value is not met on any one category, the offeror will be disqualified. The categories will be evaluated as follows:

1.0 POINT ASSIGNMENT

- 25 PTS. Price. All responses will be rated from the common reference point of a single dollar figure for delivery of a total health care program for one (1) year and will be worth a maximum of 25 points.
- 15 PTS. Corporate Stability Each offeror will be evaluated in the following areas:
 - 1. Financial stability as determined by review of audited financial reports. Current audited financial reports for the previous fiscal year regarding the provider must be submitted with the proposal.
 - 2. Ability to perform and manage the proposed program.
 - 3. Maximum number of points will be 15.
- 25 PTS. Experience Each offeror will be evaluated in two areas:
 - 1. Experience in correctional health care. Maximum points are 10. Minimum required is a score of 4.
 - 2. Experience in providing correctional health care programs in facilities with inmate populations over 175. Maximum points are 15.

20 PTS. References will be contacted and rated based upon their satisfaction of services provided. Maximum points are 20.

15 PTS. Quality of Response Each response will be evaluated to determine:

1. Offeror's understanding of the project.
2. If all items are discussed clearly and succinctly. Maximum points are 15.

TOTAL: 100 Points

V. **METHOD OF AWARD**

- 1.0 An award resulting from this request must be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and in all cases, the County will be the sole judge as to whether an offeror's proposal has satisfactorily met the requirements of this RFP.
- 2.0 The County reserves the right to award this contract not necessarily to the offeror with the lowest price, but to the offeror that demonstrates the best ability to fulfill the requirements of this RFP. The successful offeror will be chosen based on the qualifications and selection criteria discussed in Sections III and IV of this proposal.
- 3.0 The successful offeror must commence work only after the transmittal of a fully executed contract and after receiving notice to proceed from the Georgetown County Purchasing Department. The successful offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
- 4.0 The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP. The County will not pay for any information herein requested, nor is it liable for any costs incurred by the offeror.
- 5.0 Offerors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and the selection of the successful offeror, all offerors will be notified in writing of the selected firm.

VI. **SUBMISSION REQUIREMENTS**

- 1.0 The RFP response must be complete, clear and concise, and **not exceed twenty (20) 8½"x11" pages, printed on two side (front and back) or forty (40) single sided pages with a font size no smaller than 10.** The maximum does not include the following mandatory submittal forms:
 - Resident Certification for Local Preference
 - Mandatory Bid Submittal Form
 - Substitute for Form W-9

■ Mandatory Exceptions Page

Offerors must submit the following information in the order listed below:

1.1. Letter of Transmittal

This letter is to be a brief letter no more than three pages, which provides the following information:

1.1.1 Name and address of the offeror;

1.2 Name, title and telephone number of the contact person for the offeror;

1.3 A statement that the proposal is in response to this RFP; and

1.4 The signature, typed name and title of the individual who is authorized to commit the offeror to the proposal.

2.0 Technical Proposal

This portion of the proposal must address each item listed below:

1.1 Introduction

1.1.1 Company Profile

A. Date organized to provide health care services in correctional facilities

B. Corporate experience in providing correctional health care

- number of employees
- annualized dollars of payroll
- number of years doing business

C. Describe current contracts

- client
- date of original contract
- type/size

D. Facilities currently accredited

- name of facility
- accrediting agency

1.1.2 Company achievements in providing correctional health care services.

- 1.1.3 Corporate office organizational structure.
- 1.1.4 References: Minimum of three (3) each to include entity name; contact and title; street, city, state, zip; primary telephone; primary fax; e-mail address; brief explanation of relationship. References should be of similar size and scope.
- 1.2 On-Site and Off-Site Services Briefly state how on-site and off-site health care services will be provided. The offeror must demonstrate an understanding of each task. Each task should be identified along with an explanation of how the offeror plans to approach the task. A restatement of tasks taken from the "Scope of Work" section of this RFP will not be considered responsive.
- 1.3 Personnel Services In this section the offeror should discuss the following topics:
 - 1.3.1 Recruitment practices
 - 1.3.2 Equal employment opportunities
 - 1.3.3 Licensure/certification requirements
 - 1.3.4 Staff training and personnel development
 - 1.3.5 Orientation of new personnel
 - 1.3.6 Employee assistance program
 - 1.3.7 Continuing education
 - 1.3.8 In-service training
 - 1.3.9 Performance review
- 1.4 Program Support Services In addition to providing on-site services, off-site services and personnel services, the offeror will also be expected to provide professional management services to support the medical program at the Detention Center. These additional program support services are as follows:
 - 1.4.1 Medical Audit Committee - The proposal must indicate the method to be used in instituting and maintaining a Medical Audit Committee (MAC). The committee must be responsible for developing, recommending and implementing all policies and procedures necessary for the operation of the medical program at the Detention Center. The objectives of the committee is to assure that quality health care services are available to all inmates. The offeror must identify the membership of the committee and how often the committee will meet.
 - 1.4.2 Quality Assurance Program - Specify guidelines for a Quality Assurance Program (QAP). The medical director will establish a program for assuring that quality health care services are provided to inmates. The QAP will evaluate the health care provided to inmates both on-site in Georgetown and at off-site facilities for quality, appropriateness and continuity of care.
 - 1.4.3 Cost Containment Program - Specify a detailed plan for the implementation and operation of a cost containment program. Addressed

in this section must be the mechanism by which the offeror plans to control health care costs, areas which cost savings will be achieved, and evidence of the success of such a program at other contract sites.

1.4.4 Management Information System - Indicate the methods to be used in implementing a system for collecting and analyzing the trends in the utilization of health care services. Offerors must provide a copy of the format to be utilized for reporting the data.

1.4.5 Bid Security

A. Each bid must be accompanied by a Bid Bond, or by a certified check payable to Georgetown County, SC, for an amount equal to five percent (5%) of the total base bid as a guarantee that if the bid is accepted, the required Contract will be executed within fifteen (15) days after receipt of written notice of formal award of Contract. Bids not including such a bid bond will not be considered. Certified checks will be returned to unsuccessful vendors after award of Bid.

B. The successful offeror must provide a Performance Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of twenty percent (20%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of the Contract. Pricing for such Performance Bond should be indicated separately on the Vendor Bid Submission Form.

1.4.6 Insurance - The offeror must include in his proposal certificates of insurance indicating that the below listed insurance requirements are in force:

A. Worker's Compensation: statutory benefits; employer's liability, \$300,000 one accident and aggregate disease.

B. Professional Liability - "occurrence" type medical malpractice covering all medical professional staff; \$1,000,000 limit per occurrence and \$3,000,000 in aggregate annually.

C. In addition, the contractor must also warrant that it and all its employees will have professional liability insurance with limits of one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) in the aggregate annually.

1.4.7 Complaint Procedure - Specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system and in accordance with State of Carolina Department of Corrections and the Georgetown County Detention Center's regulations.

1.4.8 Policies and Procedures - The proposal must indicate the method the offeror will follow in establishing and revising health care policies and procedures.

1.4.9 Accreditation - The proposal must address the offeror's plan to achieve/maintain ACA and NCCHC accreditation for the health care delivery system at Georgetown County Detention Center.

1.4.10 Strategic Planning and Consultation - The offeror must indicate its capability for strategic operational planning and medical and administrative consultation.

3.0 Price Proposal

This portion of the proposal should include the actual program cost for the first year of the contract, and a per diem rate for population fluctuations. Price proposals should be based on an inmate population of 190 inmates per day.

VII. SCOPE OF WORK

1.0 Successful offeror will be expected to provide the following services as part of the health services program. South Carolina State Minimum Standards (SCMS) must be met, NCCHC must be attained/maintained, and ACA Medical Standards followed:

1.1 Receiving Screening

A receiving screening exam must be performed on all inmates upon their arrival at the Detention Center. The exam must follow SCMS 2050 Medical Services, 2053 Screening regulations which are as follows:

2053

SCREENING. Each facility must perform screening of all inmates immediately upon admission to the facility, with the findings recorded on a form approved by the responsible physician or medical authority. In every case, such screening must occur before the inmate is placed in the general population or housing area and must include inquiry into:

- (a) Current illnesses/pre-existing conditions and health problems
- (b) Medications taken and special health requirements
- (c) Screening of other health problems designated by the responsible physician
- (d) Behavioral observation, including state of consciousness and mental status
- (e) Notation of body deformities, trauma markings, bruises, lesions, ease of movement, jaundice, and other physical characteristics of medical interest

- (f) Overall condition of skin and body, including rashes and infestations
- (g) Disposition/referral of inmates to qualified medical personnel on an emergency basis
- (h) Likelihood of suicide attempt by inmate”

1.2 Health Appraisal

A health appraisal examination must be completed by a qualified health care professional for each inmate within 14 days after arrival at the Detention Center. (See SCMS 2050 Medical Services, 2056 Health Appraisal)

1.3 Daily Triaging of Complaints

Health complaints from inmates must be processed at least daily as follows:

- 1.3.1 Contractor’s trained personnel must solicit and act upon all complaints with referrals to qualified health care personnel as required.
- 1.3.2 The responsible physician must determine the appropriate triage mechanism to be utilized for specific categories of complaints.

1.4 Sick Call

Sick call must be held on Monday through Friday (excluding holidays). If an inmate’s custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate’s confinement.

1.5 On-Site

- 1.5.1 A physician on call 24 hours per day; with admitting privileges at Georgetown Memorial Hospital. Physician visits on site to be a minimum of 2 times per week;
- 1.5.2 Supervision on-site by an offeror’s LPN on a daily basis;
- 1.5.3 An offeror’s nurse on duty at the site 16 hours per weekday and 12 hours per weekend days;
- 1.5.4 An offeror’s medical clerk on site 20 hours per week;
- 1.5.5 A manual of nursing care procedures; and

1.5.6 A separate, individual and complete medical record for each inmate in the Detention Center.

1.6 Hospital Care

When hospitalization of an inmate is required, offerors must be responsible for the arrangement of hospital care. The offeror must define hospital caps/limits of coverage to be provided. The offeror will not be responsible for costs associated for the treatment of pre-booking injuries. Costs associated with the treatment and care of HIV infected inmates must be the responsibility of the contractor, and may be provided as an alternate. The offeror will maintain a written contract or Memorandum of Agreement (MOA) with the local hospital covering continuity of care for inmates, transfer of inmates to hospital, transfer of medical information/records, negotiated pricing, etc.

1.7 Limitations on Costs – Cost Pool

The Contractor must at its own cost provide any on-site medical, dental and mental health services for any inmate who, in the opinion of the Medical Director (the licensed Contractor physician) requires such care. On-site x-ray procedures will also be at the cost of the Contractor alone and shall not be included as part of the annual cost pool. The Contractor at its own cost shall include all pharmaceuticals with the exceptions of the following: medications related to treatment of HIV/AIDS, hepatitis, cancer, renal failure, muscular dystrophy, multiple sclerosis, and tissue/organ rejection.

All medical, dental and mental health services for inmates rendered outside of the Jail will be limited by a pool established in the amount of \$35,000.00 in the aggregate for all inmates in each year (defined as a twelve-month contract period) of the agreement. Costs of medications related to treatment of HIV/AIDS, hepatitis, cancer, renal failure, muscular dystrophy, multiple sclerosis, and tissue/organ rejection must also be limited by the annual cost pool. If the costs of all care exceed the amount of \$35,000.00 in any year, then the Contractor will either pay for the additional services and submit invoices supporting the payments to the County with an invoice for one hundred percent (100%) of the costs in excess of \$35,000.00 or will refer all additional qualifying invoices to the County for payment directly to the provider of care. Invoices will be paid according to terms agreed as per signed agreement.

The Contractor's medical/health services shall be provided on-site whenever possible. However, great care shall be taken by the Contractor's professional staff to recognize when these services need to be escalated to an off-site facility for the safety of the inmate(s). A proper balance shall be maintained to avoid unnecessary off-site services and to keep these costs as low as possible.

Offeror must bid according to RFP specifications as listed. However, if offeror proposes better cap limitations than above stated, offeror shall list this on the exceptions page.”

1.8 Specialty Services

As with hospital care, inmates will periodically require the services of a medical specialist. Offerors must be responsible for the arrangement and payment of all specialty care. Offerors may propose alternative limits of coverage for this area, and will maintain a written contract or MOA with local specialty services.

1.9 Emergency Services

Offerors must make provisions for 24 hour emergency medical and dental care including, but not limited to, 24 hour medical on-call services and ambulance services when necessary.

1.10 Ancillary Services

Offerors must be responsible for the provision of all laboratory, x-ray, and other ancillary services as required and indicated.

1.11 Dental Care

The following dental services must be provided to the Detention Center inmates. Inmates are taken offsite for dental work.

1.11.1 Dental screening within 14 days of admission;

1.11.2 Dental hygiene service within 14 days of admission;

1.11.3 Dental examinations within three months of admissions; and

1.11.4 Dental treatment, not limited to extractions, when the health of the inmate would otherwise be adversely affected as determined by the dentist.

1.11.5 Referral to specialist, as needed, with problems which may extend beyond the scope of services provided.

1.12 Mental Health

Mental Health Services are to be managed by a licensed psychiatrist and/or psychologist. These services shall include but are not limited to the following: evaluate mental health issues, provide counseling, evaluate possible suicidal inmates, regulate and monitor medication needs and care, and provide training to officers and staff regarding mental health signs and symptoms. The mental health component will include video conferencing with a psychologist and/or psychiatrist to evaluate mental health issues, provide counseling and evaluate possible suicidal inmates.

1.13 Medical Records

All inmates must have a medical record which is kept up to date at all times, and which complies with problem oriented medical record format and standards. The record must accompany the inmates at all health encounters, and will be forwarded to the appropriate facility in the event of a transfer. All procedures concerning the confidentiality of the medical record must be followed.

1.14 Pharmaceuticals and Medical Supplies

All prescription and non-prescription medication, including psychotropic medication; medical supplies; medical records; supplies, including all office supplies, offeror's forms, and long distance telephone usage; books; periodicals; dentures; and prosthetic devices will be the responsibility of the contractor. Offeror is responsible for S.C. Board of Pharmacy requirements (Appendix A) and all appropriate license(s) to legally operate/dispense controlled substances, i.e., Drug Enforcement Agency (DEA) Controlled Substance License, S.C. DHEC Controlled Substance License, and any other license as appropriate. All medications must be ordered by the responsible physician and records of administration must be maintained.

1.15 Special Medical Program

For inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan must be developed by the responsible physician. The plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient.

1.16 Health Education

As part of primary health care, health education services will be an important and required component of the total health care delivery system. Health education includes patient education, in-service education and first aid and CPR training for the health care staff.

1.17 Administration

Offerors must provide for the clinical and managerial administration of the health care program, in conjunction with Georgetown County Detention Center Staff.

1.18 Support Services

Offerors must demonstrate their ability to manage and support the program they propose. Examples of areas to be discussed include policies and procedures, quality assurance, and cost containment, as described in Section VI, 2.0, point 4 of this RFP.

1.19 Preexisting Conditions

Preexisting medical conditions that are elective in nature will only be continued if the inmate can demonstrate that he has sufficient funding to pay for such treatment. Preexisting conditions that are determined to be life-threatening or potentially the cause of significant discomfort/pain will be treated without regard to the inmate's ability to pay.

1.20 Second Opinion

If an inmate disagrees with the course of treatment prescribed by the contractor's staff, he or she may obtain a second opinion, provided the inmate has sufficient funds to pay for it.

VIII. STAFFING REQUIREMENTS

Adequate health care personnel required to provide those services listed in this RFP must be provided by the successful offeror. This is to include staffing of physicians, dentists, psychiatrists, psychologists, registered nurse administrator, clerical staff, the administrative and other personnel required to comply with the purpose and intent of this RFP. The successful offeror must accommodate the employment of the existing nurse administrator, LPN Staff and the part-time clerical staff person presently employed by the contract provider.

IX. GENERAL SPECIFICATIONS

1.0 Standards

- 1.1 All medical services must be provided in accordance with SCMS, ACA and NCCHC standards.
- 1.2 Documentation of licensing and accreditation for all hospitals and/or clinics utilized must be made available to the County upon request.

2.0 Personnel

- 2.1 Each candidate will be interviewed by the contractor with special focus on technical expertise, emotional stability, and motivation. The final selection must be subject to approval by Detention Center Administration. This approval must not be unreasonably withheld.
- 2.2 Contractor must engage only licensed and qualified personnel to provide professional coverage, and maintain a copy of each license or certificate on-site.
- 2.3 An on-site visit to Detention Center must be made by all screened candidates prior to formal decision of employment.

- 2.4 Initial and continued employment of staff must be subject to approval of Detention Center Administration. This applies to compliance with Detention Center security regulations.
- 2.5 All personnel provided must meet the minimum requirements established by the Georgetown County Employee Services Department for comparable positions.
- 2.6 All personnel must be required to pass a background investigation conducted by Detention Center as a requisite for initial and/or continued employment. The cost of this investigation will not be the responsibility of the offeror.
- 2.7 All personnel must comply with current and future state, federal, and local laws regulations, court orders, Administrative Regulations, Administrative Directives, and policies and procedures of Detention Center.

3.0 Administrative

- 3.1 Contractor's staff must design and implement policies, procedures and protocol for the health care unit and medical staff.
- 3.2 Contractor must be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Detention Director or his designee.
- 3.3 Contractor's staff must represent the health care unit in discussions with local civic groups or visiting officials as mutually agreed upon by the parties.
- 3.4 Contractor's staff must properly complete employee evaluations for those employees under their direct supervision, in accordance with applicable state rules, as requested by the County.
- 3.5 Contractor must ensure that the health care status of committed persons admitted to outside hospitals is reviewed to ensure that the duration of the hospitalization is no longer than medically indicated.
- 3.6 Contractor must ensure that its staff documents all health care contacts in the committed person's health care record in the proper medical record format.
- 3.7 No care shall be scheduled or arranged to be provided outside of the State of South Carolina.

4.0 Schedules

- 4.1 All contractual employees must be required to comply with sign-in/sign-out procedures agreed to by Detention Center and the contractor.
- 4.2 The Detention Center is contracting for staff and services to be provided by the Contractor, unless otherwise indicated. Should the level of services to inmates required by the contract decline due to a position vacancy, the contractor will be

responsible for replacement personnel. All replacements must be subject to Detention Center Administration approval.

5.0 Security

Contractor personnel must be subject to all the security regulations and procedures of Detention Center.

6.0 Referrals

6.1 Contractor must make referral arrangements with medical specialists, subject to the approval of Detention Center, for treatment of those committed persons with problems which may extend beyond the scope of services provided on-site. The Contractor must define what portion of these expenses will be paid by the contractor.

6.2 The cost of all committed persons' hospitalization outside of the facility will be the responsibility of the Contractor in compliance with the limits of catastrophic coverage identified by the contractor.

7.0 Quality Assurance/Action Program

7.1 Contractor must provide in-service medical education programs for Detention Center and Contractor's personnel.

7.2 Contractor must maintain personnel files in the health care unit on contractual personnel which will be made available to Detention Center Administration upon request.

7.3 Contractor must institute a quality assurance program, which may include but may not be limited to audit and medical chart review procedures.

7.4 Weekly meetings, or as otherwise mutually agreed upon, shall be held between Detention Center officials, facility staff, and appropriate contractual personnel to review significant issues and changes and to provide feedback relative to the Quality Assurance/Action Program so that any deficiencies or recommendations may be acted upon. Also, when requested by Detention Center Administration, the Contractor will provide appropriate personnel to participate in Department meetings.

8.0 In-Service Training

Contractor must provide appropriate in service educational programs. All full time health care staff, except for dentist and physicians, will receive in-service training. Selected topics which require staff training will be identified by the provider on an on-going basis through the Quality Assurance Program. Contractor must provide appropriate in-service educational training to security staff.

9.0 Orientation of New Employees

9.1 Contractor must be responsible for ensuring that all new health care personnel are provided with orientation regarding medical practices on-site at Detention Center. Orientation regarding other facility operations will be the responsibility of Detention Center.

9.2 Contractor must distribute a written job description to each member of the health care staff which clearly delineates his/her assigned responsibilities. Contractor must monitor performance of health care staff to ensure adequate job performance in accordance with these job descriptions.

10.0 Adjustments to Price

Should the County and the Contractor mutually agree to a change in the scope of the program during the contract term, the Contractor will be allowed to enter into negotiations with Georgetown County for an adjustment to the contract price.

11.0 Modification and Amendments to the Contract

Changes in contractual provisions of services to be furnished under the contract may be made only in writing and must be approved mutually by an authorized agent of the Contractor and the County.

12.0 Security of Inmates Files

Inmate files are of a confidential nature. The Contractor's employees must be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules established by the State Of South Carolina. The Contractor must honor all policies and procedures for safeguarding the confidentiality of such data.

13.0 Assignment

The Contractor must give full attention to the faithful execution of the contract, must keep the contract under his control, and must not by power of attorney or otherwise assign the contract to any other party.

14.0 Abandonment or Delay

If the work to be done under this contract must be abandoned or delayed by the Contractor, or if at any time the County must be of the opinion and must so certify in writing that work has been abandoned or delayed by the Contractor, the County may annul the contract or any part thereof if the Contractor fails to resolve the matter within thirty (30) days of written notice.

15.0 Contractor's Cooperation

The Contractor must maintain regular communications with the Detention Center Administration and must actively cooperate in all matters pertaining to this contract.

16.0 Responsibility

The Contractor must at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.

17.0 Public Information

Neither the Contractor nor Detention Center must publish any findings based on data obtained from the operation of this contract without the prior written consent of the other party, whose written consent must not be unreasonably withheld.

18.0 Research

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, must be conducted without the prior written consent of the Detention Center Administration. The conditions under which the research must be conducted must be agreed upon by the Contractor and the Detention Center and must be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project must be obtained prior to the inmate's participation as a subject.

19.0 Liability

The Contractor must not be responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the Contractor that made performance impossible or illegal.

20.0 Requirements Contract

During the term of the contract, the Contractor will furnish all of the services specified in this RFP. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor in providing contractor's services.

21.0 Indemnification

Contractor must indemnify, defend and hold the County harmless from and against any claims against the County based on Contractor's performance of its obligations hereunder; provided, however, that contractor will not be responsible for any claim arising out of: (i) the County or its employees or agents preventing an inmate from receiving medical care ordered by Contractor or its agent or (ii) failure by the County, its employees or agents to exercise good judgment in promptly presenting an ill or injured inmate to Contractor for treatment.

22.0 Notices

All notices and requests by the County or the Contractor must be in writing and must be delivered by certified mail, return receipt requested, to the correct address for the parties to the contract. Either party may change its address by giving notice of the new address to the other party.

23.0 Termination of Contract

23.1 Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the contractor.

23.1.1 Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County must negotiate reasonable termination costs, if applicable.

23.1.2 Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor must be excluded from the foregoing provisions; termination costs, if any, must not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid must apply.

23.1.3 The County must be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

23.2 Lack of Funds: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County must have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

Unless otherwise agreed to by the County and the Contractor, the contract must become null and void on the last day of the fiscal year for which appropriations were received.

X. REIMBURSEMENT CRITERIA

1.0 Monthly payments to the Contractor will be based on 1/12 of the annual contract cost.

XI. ADDITIONAL INFORMATION

1.0 Emergent ambulance service is provided at no charge by the Georgetown County EMS.

2.0 Average stay for inmates was 120 days in 2015.

3.0 Bookings for 2015 were approximately 3,060.

4.0 Average Daily Population for 2015 was 192.

XII. MINIMUM SOUTH CAROLINA STATE STANDARDS

1090 SEPARATION

1091 *COMMUNICABLE DISEASES.* Each facility must have written policies and procedures providing for the separation of all inmates with communicable diseases.

Discussion: To determine if such separation must be made, in absence of medically trained personnel at the time of admission, an inquiry must be made of the person to establish whether he/she has or has had tuberculosis or whether he/she presently has hepatitis, a sexually transmitted disease or other special medical problems. (See SCMS Medical Standards 2050-2056)

1092 *MENTALLY DISORDERED PERSONS.* Each facility must have written policies and procedures providing for the appropriate housing of all mentally disordered inmates as determined by the classification plan.

1093 *ADMINISTRATIVE SEPARATION.* Each facility must develop and implement written policies and procedures for the administrative separation of inmates who are determined to be prone to escape or to assault staff and other inmates, or whose presence in the general population poses a serious threat to the orderly operation or security of the facility. Such policies and procedures must include:

- (a) Documentation of reasons for placement and retention in administrative separation;
- (b) Self placement (protective custody): inmate signs agreement requesting to be placed in, or removed from, protective custody;
- (c) Periodic review (at least monthly) of each inmate in administrative separation.

Administrative separation must consist of separate and secure housing but must not involve any other deprivation of privileges except as necessary to obtain the objective of protecting the inmates and staff.

2050 MEDICAL SERVICES

2051 *RESPONSIBLE PHYSICIAN.* Each facility must have a written agreement or arrangement with a licensed or certified physician or medical authority for the review and approval of the facility's medical services.

Discussion: The medical authority may be the county or public health department, a physician group, a hospital, a clinic, or the county medical society.

2052 *MEDICAL PROCEDURES.* Each facility must develop and implement written standard operating procedures, which are approved by the responsible physician or medical authority, for the following:

- (a) Receiving screening (See 2053)
- (b) Health appraisal data collection (See 2056)
- (c) Non-emergency medical services
- (d) Emergency medical and dental services
- (e) Deciding the emergency nature of illness or injury
- (f) Dental screening, hygiene, examination and treatment
- (g) Provision of medical and dental prostheses
- (h) First aid
- (i) Chronic care
- (j) Convalescent care
- (k) Medical preventive maintenance
- (l) Delousing
- (m) Detoxification
- (n) Pharmaceuticals
- (o) Screening, referral and care of mentally ill and retarded inmates
- (p) Notification of next of kin or legal guardian in case of serious illness, injury, attempted suicide or death
- (q) Prohibition against conducting medical or pharmaceutical testing for experimental or research purposes
- (r) Suicide prevention.
- (s) Prompt notification of parents or guardian and DJJ when a juvenile requires medical treatment of a non-routine nature

2053 *SCREENING.* Each facility must perform screening of all inmates immediately upon admission to the facility, with the findings recorded on a form approved by the responsible physician or medical authority. In every case, such screening must occur before the inmate is placed in the general population or housing area and must include inquiry into:

- (a) Current illnesses/pre-existing conditions and health problems
- (b) Medications taken and special health requirements
- (c) Screening of other health problems designated by the responsible physician
- (d) Behavioral observation, including state of consciousness and mental status
- (e) Notation of body deformities, trauma markings, bruises, lesions, ease of movement, jaundice, and other physical characteristics of medical interest

- (f) Overall condition of skin and body, including rashes and infestations
- (g) Disposition/referral of inmates to qualified medical personnel on an emergency basis
- (h) Likelihood of suicide attempt by inmate

2054 *EMERGENCIES.* Each facility must provide twenty-four (24) hour emergency medical and dental care availability, as outlined in a written plan which includes arrangements for:

- (a) Emergency evacuation of inmates from the facility
 - (b) Use of an emergency medical vehicle
 - c) Use of one (1) or more designated hospital emergency rooms or other appropriate health facilities
 - (d) Emergency on-call physician and dentist services when the emergency health facility is not located in a nearby community
 - (e) An inmate has the right to refuse routine medical, dental, psychological, or psychiatric treatment.
- J (f) A juvenile detainee has the right to refuse routine medical, dental, psychological or psychiatric treatment. However, if a juvenile or his/her parents refuse treatment deemed necessary, those special needs must be presented to the court for resolution.

2055 *SICK CALL.* The facility must have written policies which ensure adequate medical attention for those inmates requesting it.

Discussion: Sick call is the procedure through which each sick inmate reports his/her illness and receives non-emergency medical services by a physician or a medically trained person working under the physician's standing orders.

2056 *HEALTH APPRAISAL.* The health appraisal data collection must be completed within fourteen (14) days after admission and must include:

- (a) Review of earlier receiving screening
- (b) Completion of medical, dental and psychiatric history
- c) Taking of height, weight, pulse, blood pressure and temperature

- (d) Other examinations deemed appropriate by the responsible physician or his/her designee
- (e) Screening for communicable disease and, if medically indicated, testing for communicable disease.

2057 *Pharmacy Standards.* All medications at each facility must be safely and properly accounted for and managed. (See Appendix A)

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

APPENDIX A
BOARD OF PHARMACY REQUIREMENTS
Policy and Procedure #141

A correctional facility does not require a SC Board of Pharmacy permit if they operate under the following standards:

1. They do not store stock-bottles of legend drugs or maintain an emergency box or auxiliary kit of legend medications.
2. All medications on-site are labeled inmate-specific and are administered;
 - a. by the inmate himself,
 - b. by a medically licensed professional (i.e. RN, LPN, etc.),
 - c. by a facility officer/staff caregiver.

A correctional facility will be required to obtain an SC Board of Pharmacy permit if they store stock-bottles of legend drugs or maintain an emergency box or auxiliary kit of legend medications. This permit would be a Non-Dispensing Drug Outlet Permit.

Requirements for obtaining a SC Board of Pharmacy permit for these facilities are as follows:

- 40-43-86(A)(1) Must have sufficient space for safe & proper storage.
- 40-43-86(A)(10) Storage areas must have adequate temperatures.
- 40-43-86(A)(13) Medication storage area must have physical or electronic barrier.
- 40-43-86(A)(16)(a) Medication storage area must be in a dry, well-ventilated, adequate lighting.
- 40-43-86(A)(16)(b) Medication storage area must be free from dust, insects, rodents, and contamination.
- 40-43-86(A)(16)(c) Outdated, damaged, unlabeled drugs must be removed from active stock.
- 40-43-86(A)(16)(d) Refrigerator Temperature must be between 36-46 degrees F.
- 40-43-86(C)(1)(a) Consultant RPh must establish P&P's for procurement, storage, compounding, and distribution of drugs.
- 40-43-86(C)(1)(b) Consultant RPh must establish record-keeping system for purchase, possession, storage, safe-keeping of drugs.
- 40-43-86(C)(1)(c) Consultant RPh must facilitate recalls and removal of outdated and adulterated drugs.
- 40-43-86(C)(1)(d) Consultant RPh must supervise all employees related to procurement, compounding, distribution, and storage of drugs.
- 40-43-86(C)(1)(e) Consultant RPh must act as information source for facility staff.
- 40-43-86(C)(1)(f) Consultant RPh must perform written monthly inspections.

All medications administered must be checked and prepared by a SC-licensed healthcare professional prior to administration to the patient. All legend drugs obtained by a correctional facility must be obtained from a facility permitted by the SC Board of Pharmacy. Must have policy in place for identification of drugs brought into facility by inmates.

Those facilities that maintain stock bottles of legend drugs to dispense to inmates must obtain a pharmacy permit and meet the statutory requirements of the SC Pharmacy Practice Act Section 40-43-86. This permit would be a Dispensing Pharmacy Permit.

Those facilities that do not have SC-licensed healthcare professional to administer medications to inmates must have their non-medically trained personnel complete a Board of Pharmacy-approved training course in drug administration and accountability and must be renewed biennially. These facilities may not floor-stock any legend medications. They must also have a Policy & Procedure in place for identification of drugs brought in by inmates.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**EXHIBIT B
PAYMENT FOR SERVICES**

- 1) Upon delivery and acceptance of the equipment and/or services in the Scope of Services, the Provider shall submit an invoice, detailing the appropriate charges.

Upon receipt of invoice and upon final inspection and acceptance of the equipment and/or services, the County will render payment within thirty (30) days. Invoices shall be submitted to:

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-4200

Individual Providers shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

- 2) South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays 7% SC sales tax on all applicable purchases.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



**Southern Health
Partners**
Your Partner In Affordable Inmate Healthcare

**PROPOSAL RESPONSE:
BID NUMBER 16-062
HEALTH/MEDICAL CARE SERVICES
GEORGETOWN COUNTY DETENTION CENTER
GEORGETOWN COUNTY, SC**

AUGUST 2016

PROPOSAL QUESTIONS:

**CASSIE WOMACK, BUSINESS DEVELOPMENT MANGER
(423)553-5635 EXT 14**

PREPARED BY:

**SOUTHERN HEALTH PARTNERS, INC.
2030 HAMILTON PLACE BOULEVARD
SUITE 140
CHATTANOOGA, TENNESSEE 37421
(423) 553-5635 PHONE
(423) 553-5645 FAX
WWW.SOUTHERNHEALTHPARTNERS.COM**



Table of Contents

I. LETTER OF TRANSMITTAL	2
II. TECHNICAL PROPOSAL	4
INTRODUCTION.....	4
ON-SITE AND OFF-SITE SERVICES	10
PERSONNEL SERVICES AND STAFFING	18
SHP PROGRAM SUPPORT SERVICES.....	22
III. PRICE PROPOSAL.....	29
IV. ATTACHMENTS	33





I. Letter of Transmittal

August 8, 2016

Nancy Silver, Senior Buyer
Georgetown County Courthouse
129 Screven Street, Suite 239
Georgetown, SC 29440-3641

Dear Ms. Silver:

RE: REQUEST FOR PROPOSALS: HEALTH/MEDICAL CARE SERVICES FOR THE GEORGETOWN COUNTY DETENTION CENTER

Southern Health Partners, Inc. (SHP) would like to thank you for the opportunity to offer a proposal to provide medical care for inmates at the Georgetown County Detention Center. For the past 6 years, SHP has provided services to Georgetown County, and we are proud to be a partner in the relationship we have built along the way.

We appreciate the time the County took at the pre-proposal conference to meet with Chris Hudson, our SC Representative, and discuss the RFP. We feel our past experience with the facility, as well as our proven program makes SHP the most qualified to continue services for the facility. It is our sincere hope to continue our partnership with the Georgetown County.

As background, SHP has been providing health care in county jails for over 22 years. The principal owners of SHP were senior managers at a similar correctional medical provider for several years before starting SHP. We have experience in jails and prison systems of all types across the country, and we have several managers who have extensive experience in law enforcement, jail operations, and county government. At present, SHP is contracted to manage medical care for inmates in more than 220 county detention and correctional facilities in 14 states.

We have been providing service in South Carolina for over 17 years and we currently manage inmate medical programs in 30 facilities in the state. We comply with regulations of the federal government and the State Pharmacy Board and DHEC for permits, oversight, and inspections as these apply to our program. We have been involved in South Carolina as a medical provider to inmates longer than any other company and we are very knowledgeable in meeting the unique requirements of the SCDHEC for controlled substances and SCLLR's Pharmacy Licensing Board for inspections. We are a proud supporter of the South Carolina Sheriff's Association and the South Carolina Jail Administrators Association.

In addition, we comply with individual state standards for jails, and we use the standards of the National Commission on Correctional Health Care (NCCHC) as a basis for our policies and procedures and operations.



The attached proposal responds to the County's RFP and follows the current program at the facility. Should the County like to discuss any additional changes to our proposal or program, we would be happy to do so.

We look forward to continuing our partnership with Georgetown County. If you have any questions please feel free to contact me by phone at (423) 553-5635 ext.11, or by e-mail at jennifer.hairsine@southernhealthpartners.com. You may also call Cassie Womack, Business Development Manager at (423) 553-5635 ext. 14.

Sincerely,

Jennifer Hairsine
President and Chief Executive Officer

Cc: Lacey Lafuze, Vice President and Acting Chief Financial Officer
Cassie Womack, Business Development Manager
Chris Hudson, Correctional Healthcare Consultant



- We comply with all state detention standards for adults under those services we are contracted to provide.
- Proven ability to start up difficult contracts on short notice.
- Exceptional HR support responsible for recruiting and training with regional management.
- Corporate office capabilities include both clinical and business experience. We not only have individuals from the medical and mental health fields, but legal, corrections, network development, community relations, and information technology. We collaborate with local specialty providers and utilize networks for subcontracted services as available and if needed.
- For our contracted facilities, SHP always provides on-site nurse staffing and a physician/and or physician extender always visits the facility on a regular basis. Our physician is on-call to the nurses at all times for phone consultations.
- We order all care, supplies, pharmaceuticals, and medical procedures.
- Controls on supplies and medications.
- Turn-key ordering, billing, and payment of care.
- 60-day no-fault termination provision for either party to the contract.
- SHP is a registered CEU provider for medical staff.
- Single point of accountability.
- Extensive Officer training is offered either on site or via WebEx recording.

Accomplishments

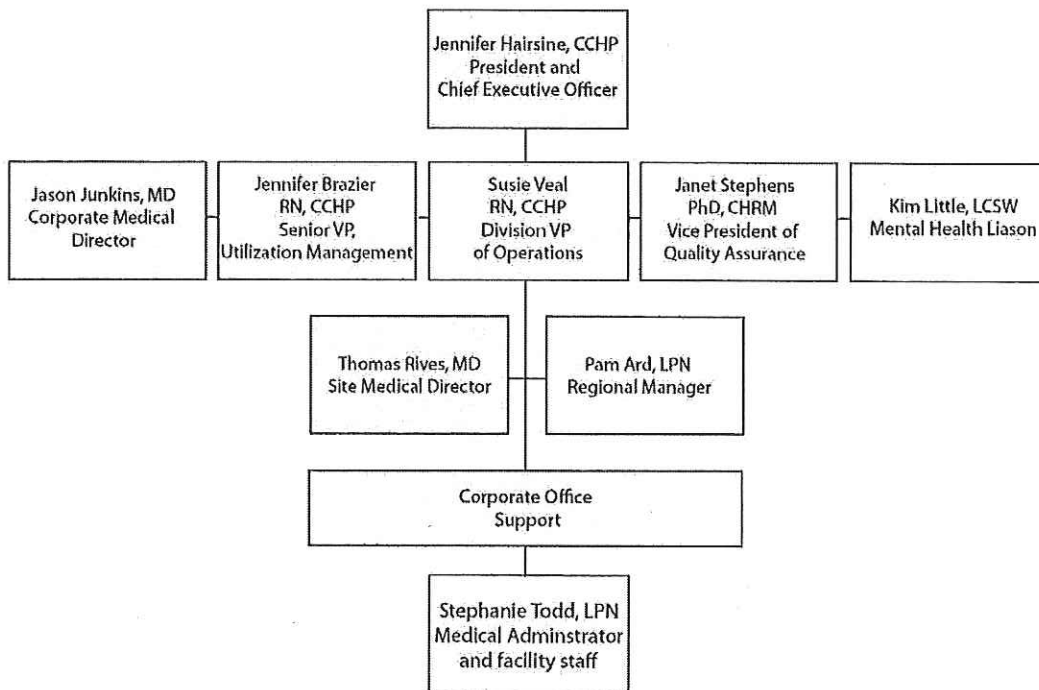
- Providing speakers and instructors upon request for medical training initiatives.
- Working with local health departments with regard to communicable and sexually transmitted disease testing and treatment.
- Working with food service providers to establish diet guidelines.
- CEU certification for nurse training in all states.
- Working with local pharmacies for back up and support services.
- Coordinating with local mental healthcare providers for continuity.
- Our charitable initiative known as "Stitches" seeks local involvement in projects.
- Certified instructors for officer in-service training.
- Successfully assists facilities in meeting Department of Justice Review and Consent Order Compliance.
- 100% Compliance achieved in ICE Audits.
- Facilities accredited by NCCHC, ACA.
- Certified Correctional Health Professional (CCHP) leaders with Operations Management Team.
- Quick pay discounts negotiated on behalf of clients.



- Achieving 35% or more discounts for ancillary services.
- Established Successful correctional travel nurse program to support SHP Sites.

SHP - Corporate Office Organizational Structure

We believe a well-organized and motivated local management team, made up of a Division Vice President, Regional Administrator, Medical Team Administrator and a Medical Director (physician) is the best approach to manage the program at the site level. The SHP corporate staff supports each facility.



Management Availability and Responsiveness

At each facility, a member of our on-site medical staff regularly meets with a County representative, the Jail Commander, or another representative on a regularly scheduled basis. We would plan for our regional representative to attend the monthly meetings with our MTA upon request. At any other time, on short notice, we are always available to discuss any issues, serious problems, and/or concerns to ensure your satisfaction. Southern Health Partners will have an experienced licensed medical professional as our Medical Team Administrator (MTA) on site who will manage the facilities' healthcare program (see the staffing section for more information). Our Regional Oversight Managers consist of LPNs and RNs, to add support to our Medical Team Administrator.



On-Site and Off-Site Services

Although throughout our time with Georgetown County we have tailored some of our services to the facility, the general nature of our services and the manner in which they are organized and delivered are as follows.

Receiving Screening

Upon the arrival of each inmate, a preliminary receiving screening is performed by trained correctional officers. At a minimum, the intake assessment will include the following:

- Current illnesses and health problems including medications taken and special health requirements.
- Mental health problems, dental problems and allergies.
- Behavior observation, including state of consciousness, mental status, appearance, conduct, tremors, sweating.
- Inquiry into use of alcohol and other drugs, including types, methods, date/time last taken and problems arising out of use.
- Notation of body deformities and ease of movement.
- Observation of persistent cough or lethargy.
- Condition of skin including, trauma markings, bruises, lesions, jaundice, rashes and infestations and needle marks or other indications of drug abuse.
- Referral of the inmate for emergency health services or additional health services, as may be necessary.

Where needed, the appropriate level of treatment (i.e. treatment in-house by a member of the professional health services staff or referral to a hospital or other community-based health service) will be made after a thorough evaluation of the inmate's condition by the medical staff.

Once an inmate has been formally committed to the facility, and after any serious prior to booking injuries have been treated, SHP will assume financial responsibility for the inmate's medical on-site care, subject to any limitations on liability for coverage.

Recognizing the benefit of limited off-site referrals, exceptions may be where care usually rendered off-site can be brought into the facility. For example, these services may include: dialysis, chemo-therapy, portable x-ray, ultrasound, on-site specialty clinics, etc. These items are included in the Cost Pool Accounting Feature. Please refer to the pricing section of the proposal for more information.

Information regarding access to healthcare services is communicated orally and in writing to inmates upon their arrival at the correctional facility. SHP will use notices, printed in both English and Spanish. These will be posted in the intake area and in the Medical Department advising detainees how to access the healthcare delivery system, in addition to the verbal and written/documented notification which is provided at booking.



Comprehensive Appraisal and Physical Examination

A comprehensive medical history and physical examination is performed on all inmates prior to the 14th day of incarceration. The health appraisal will include, as required or if clinically indicated, the following:

- Review of the preliminary health screening done at intake.
- Screening for airborne infectious conditions
- Height, weight, pulse, blood pressure and temperature.
- Mental health, dental and vision screenings
- Additional tests and examinations as appropriate.
- Initiation of therapy and immunizations as appropriate.
- Other requirements for NCCHC standards.

Inmates will receive subsequent physical examinations as indicated by their age and physical condition, but customarily annually.

If at the time of the physical, it is determined an inmate requires medical treatment, the inmate will be referred either for immediate medical treatment or to see the physician at the next scheduled sick call.

If the health assessment finds an inmate has a chronic health condition including but not limited to; AIDS, diabetes, epilepsy, cardiac, pregnancy or other; the physician will initiate a specialized treatment plan for the individual. This treatment plan will include information and direction for other medical staff, as well as pertinent information for correctional staff.

SHP has a language translation/interpreter service available to non-English speaking inmates (see special needs section of this proposal).

Daily Triage of Complaints

In order to ensure inmate health problems and requests are addressed promptly, appropriately and efficiently, SHP uses a structured triage procedure, proven effective in other correctional settings.

Our MTA and Medical Director (Physician) oversees the triage system which is followed by all healthcare personnel. This ensures the inmates receive the appropriate level of care and their complaint is properly processed and resolved. Except for emergencies, inmates access healthcare via the use of request forms. These requests are received and processed daily by the healthcare staff.

As a first step in the triage system, the inmate is seen by a member of the professional nursing staff and appropriate treatment is administered within the scope of the nurse's ability and license. Sick-call triage is held daily. For non-urgent complaints our nurses have up to 24 hours to see the inmate. Those inmates requiring a higher level of service will be referred to the physician or other appropriate professional practitioner in a timely manner.

If the physician or other practitioner determines the inmate's medical needs are more extensive or specialized, an appropriate referral to outside medical services will be made.





Experience has shown an effective triage system can significantly reduce the volume of patients seen by the physician or specialized practitioners. We believe the triage system makes the best use of professional time and is most cost-effective. At the same time, it provides an appropriate level of care and easy access to the healthcare system by the inmates. Our staff will complete the paperwork for the inmate co-pay process, but we will not store these records or collect any money or benefit from any collections.

Clinical Pathways

SHP has developed Clinical Pathway forms to better assist with documentation and consistency of care regarding certain medical complaints. Medical staff utilize these forms to maximize patient care as well as improve the treatment plans established for the patient.

Sick Call

Sick call is conducted daily on-site by medical staff. A physician, physician assistant, or nurse practitioner will be in the jail on the schedule described in the staffing section. Inmates to be seen by the physician will have been screened as part of the formal triage system.

We are aware an inmate's custody status can preclude attendance at sick call and, consequently, arrangements will be made to provide sick call services to segregated inmates within their housing area as necessary.

Appropriate documentation will be recorded and maintained for all inmates seen at sick call and incorporated into the inmate's permanent medical record. This ensures inmate health requests are promptly and properly handled, documented, and followed through to a satisfactory resolution.

Segregation Checks

Medical staff will conduct segregation cell checks upon notification of an inmate's placement in such cell(s). Further, should there be restrictions on inmate movement due to custody status and/or cell placement, medical staff will arrange to conduct sick call services at the inmate's cell.

Hospital Care

When it is medically necessary to transfer an inmate to a local acute care hospital for treatment, SHP will utilize the facilities and services of a hospital or hospitals which meet with the approval of the County. All hospital charges for both inpatient and outpatient care, as well as physician charges outside the jail are included in the Cost Pool Accounting Feature. Please refer to the pricing section of the proposal for more information.

In order to help control expenses and utilization of costly inpatient hospital services, we will continually review the medical necessity for, and give prior approval to, all planned inpatient admissions. We will seek to have the inmate discharged as soon as his/her condition permits.

On-Site Specialty Services

Our program is structured to utilize the fewest number of outside medical resources as possible. Doing so reduces medical costs as well as expenses associated with transportation and security. We accomplish this through the extensive use of the triage system previously described and by making every effort to provide specialized consultative services on-site.



To minimize repeated outside visits, follow-up care for any off-site specialty service will be provided within the facility by SHP staff if possible. The physician will review the results of each outside consultation and will determine if continued treatment is required. Our structured triage system, referral control, on-site clinics and review of outside services will guarantee the fewest number of outside trips possible, and thus reduce the security risk and the additional cost associated with such trips.

Emergency Services

Our MTA and site physician have twenty-four (24) hour on-call responsibility for any emergency that may arise, to respond by phone to work with our on-site staff or officers. Our on-duty medical staff will contact the emergency facility and verbally describe the symptoms and provide other details regarding the inmate's condition and medical history as necessary.

When emergency transportation is required, medical personnel will assist with the decision whether an ambulance or security van is required and coordinate appropriate transportation with the corrections administration and security staff.

Dental Care

SHP screens all inmates as a part of the physical exam, and will triage all dental care requests by inmates prior to scheduling those inmates for treatment by the dentist. Dental care is prioritized. Our priority will be the alleviation of pain and the extraction of teeth if necessary. Oral Hygiene and patient teaching are a part of every SHP dental program. The program will have the nurses and our physician to triage and refer inmates for any urgent dental work to a dentist.

Mental Health

SHP will arrange for the mental health services for inmates including:

- Effective crisis intervention
- Suicide prevention and screening
- Mental Health Assessments and evaluations
- Monitoring mental health medication
- Referrals as necessary
- Discharge planning

SHP is currently utilizing a tele-psychiatry product through Correctional Behavioral Inc. at the facility. We propose to continue this program to augment on-site mental health services.

SHP uses a team approach starting with our nurses, our Medical Director and our Mental Health Providers, on site. We act as a bridge in caring for those in our custody and assist with discharge planning as they transition back to the community with follow up and public health resources.

All inmates will be evaluated for mental health problems either through intake screening, during their history and physical, or by the inmate's own request through sick call. Inmates exhibiting problematic/questionable behavior may be seen sooner, and inmates exhibiting severe psychiatric disturbances will be seen immediately. Our mental health providers will collect information and observations from the medical staff and correctional officers on the patient's behavior, as well as from any previous providers the patient had seen prior to incarceration. After



the evaluation, the nurse will consult with the Medical Director in regards to follow-up care and treatment issues. Mentally ill patients will be referred into the Chronic Care program in order to efficiently monitor the patient's progress as to the established treatment plan.

Psychotropic medications, when used, will be monitored closely for patient compliance as well as cost efficiency.

SHP will establish a written plan for identifying and responding to suicidal individuals within the facility. All SHP medical personnel and facility correctional officers will be trained in suicide prevention techniques. The plan established will incorporate recognizing and responding to suicidal individuals and the components will include but not be limited to: training, intake screening, monitoring, communication, intervention and critical incident debriefing.

Laboratory Services

SHP uses laboratory services for those procedures which cannot reasonably be conducted on-site. When using laboratory services, our healthcare personnel will draw specimens and prepare them for transport to the appropriate laboratory. All specimens will be collected in accordance with accepted laboratory standards and will be properly stored and labeled prior to being sent out for processing. The results of these tests can be quickly transmitted back to the site.

All results, when returned, are checked by a medical staff member. The results are communicated to our staff physician and then filed as part of the inmate's medical record. The physician is notified immediately by the medical staff of any abnormal lab value.

X-Ray Services

SHP uses a portable x-ray service to perform any required procedures inside the jail. This eliminates cost of transporting inmates and affords savings in officer time. Some procedures may need to be performed with equipment at a hospital or other radiology facility.

Medical Records

Any healthcare delivery system is only as good as the quality of its medical records. We also ensure medical records are maintained in compliance with state regulations and consistent with community standards of practice. At a minimum, the following information is included in the medical record:

- Completed intake screening
- Completed health assessment
- Signed Lab, X-ray and specialty consultations
- Prescriptions administered/MAR form
- Other pertinent information needed

The following general policies and procedures concerning medical records will apply:

- All medical records will be kept locked and secured
- Information necessary for classification, security and control of inmates will be provided to the appropriate corrections personnel
- Inmates will not have access to medical records
- Each inmate will have a separate and complete medical record





- All records will be retained for a minimum of seven (7) years, or as long as legally required
- SHP will follow county recommendations for archival
- Medical summaries will be prepared and sent with inmates transferred to other facilities or jurisdictions

Please note, SHP's responsibility of inmate records begins at the start date of the contract. Medical records prior to SHP's start-up are the responsibility of the County. However, SHP will assist the County with the fulfillment of requests regarding the records and will serve as the Records Custodian in all medical record matters.

Pharmaceuticals and Medical Supplies

SHP has designed a program under the direction of our physician and pharmacy vendors for the ordering, dispensing, and administering of prescription drugs for jails. We have developed a formulary of pharmaceuticals which is used in our facilities. The intent is to provide the safest, most efficacious and cost-effective medication appropriate to each individual's treatment. Our general guidelines for pharmaceuticals are:

- Prescriptions brought in by the inmate or their family will be reviewed by the SHP staff and continued or substituted with formulary medications as necessary by our physician
- Verification will be performed by the medical staff of an inmate's current medication(s)
- A minimum of psychotropic or narcotic medication is prescribed based on need
- No more than a single dose will be administered
- Refusals of medication by an inmate must be documented
- Counseling will be provided to the inmate as to the consequences of non-adherence of the prescribed medication
- Counseling efforts will be documented
- All pharmaceuticals, needles, syringes and any other medical instruments with a potential for misuse will be inventoried and stored under security conditions

SHP has partnered with Clinical Solutions to offer medication dispensing that is very effective in a jail setting. Together we are constantly searching for opportunities to improve medication delivery whether at the pharmacy, facility, or cell-side level. Listed below are examples of the value-added services provided by our pharmacy provider.

Pharmacy Provider Advantages

- 24/7/365 clinical pharmacist access
- Same day or next day medication delivery
- Peel-off refill labels
- Unit dose delivery systems
- Customized ordering parameters
- Formulary enforcement
- Breakout billing for special populations



- Medication Cart loaner
- Fax machine loaner
- Preemptive package tracking
- Real time package status notification
- Pre-printed medication administration records
- Inventory oversight
- Backup pharmacy coordination
- Consulting pharmacist on-site audits

Our providers have a practice of proactive clinical pharmacy intervention. This involves prescribing through formulary limitations and disease-state management, and before the order is written. This greatly aids in drug selection and results in lower overall costs. For immediate needs, we always use a local pharmacy for stat medications and will assure any medication will be available within 8 hours if needed.

Inventory Control Measures

Certain items housed within the medical unit are subject to inventory control measures. SHP has a process in which medical staff are trained to inventory items such as medications, supplies, and sharps on a consistent basis. Lock and key controls are also in place for cabinets, medical records, and controlled substances. All SHP staff are responsible to ensure counts are correct at the time they are designated to be completed. Any discrepancy will be reported immediately and must be resolved prior to present staff going off duty.

Chronic Care Management and Special Needs Program

SHP provides all special needs healthcare services required including, but not limited to, care for inmates who are chronically or terminally ill, physically handicapped, developmentally disabled or with special mental health needs or convalescing inmates. Individual treatment plans are developed for all special needs. Examples of chronic illness include HIV/AIDS, diabetes, hypertension, mental illness, pregnancy, asthma and epilepsy. The type of treatment will be determined by the needs of the individual inmate, but may include such things as medications, special diets, physical therapy, outside clinic visits, laboratory tests or dressing changes.

Each treatment plan will be initiated by the physician and will be detailed in the individual's medical record. Special diets will only be given if a medical need is confirmed, or if ordered by our physician, and we must have cooperation from the officers in assuring these needs are met.

A list of inmates with special needs and medical treatments is kept updated. For example, blood sugar levels are obtained on all diabetics receiving insulin, Dilantin levels are monitored monthly on epileptic inmates, and blood pressure checks are performed on inmates receiving anti-hypertensive drugs.

Special mental health needs or a determination of a tendency towards suicide may result in the inmate requiring close supervision.

There may be language barriers in obtaining information from non-English speaking inmates. SHP has partnered with a nationwide company to provide translation services.



Female Healthcare Services

A more specialized healthcare plan on-site has been devised for female inmates. This includes but is not limited to:

- Screening and inquiry into previous/current pregnancy; menstrual cycle, and any known gynecological issues
- Pregnancy testing, postpartum and prenatal care, as well as routine obstetrical services as clinically ordered
- For known pregnancy females, specialized dietary and nutritional counseling and orders
- Sexually transmitted disease screening upon history and physical examination
- Annual PAP testing and breast exams as medically indicated

Infection Control and Environmental Health and Safety

SHP realizes all communicable diseases require special attention in inmate populations. We have developed an Infection Control Program that incorporates education, diagnosis and treatment. Diseases with particular significance include HIV, TB, Hepatitis and MRSA. If an inmate is diagnosed with a communicable disease, steps are taken towards isolation and/or treatment as indicated. More specifically, our Infection Control Program includes, but is not limited to:

- Surveillance procedures to detect inmates with infectious and communicable diseases
- Appropriate immunizations
- Decontamination of medical equipment
- Proper disposal of medically related sharps and bio-hazardous wastes.
- Strict adherence to universal precautions to limit exposure to blood-borne pathogens

SHP also assures we will provide a clean, safe and healthy environment in the medical unit and will work with the corrections administration to develop and implement a comprehensive environmental health program at the facility.

Annual screening for Tuberculosis and Immunizations (hepatitis, flu etc.) can be administered by SHP nurse to correctional staff, if the vaccine/serum is supplied by the county.



Personnel Services and Staffing

Proposed Staffing for Georgetown County Detention Center:

Our proposed staffing plan has nursing coverage 16 hours per day, Monday-Friday and 12 hours per day, Saturday and Sunday.

- **Medical Team Administrator (MTA):** The MTA, a LPN, is an on-site experienced manager with a background in medical or clinical management will serve as the primary liaison between SHP and the facility's administrative staff. The MTA coordinates the delivery of health care services within the facility. This nurse will work 40 hours during weekdays (excluding holidays and reasonable time off for illness and vacation).

Stephanie Todd, LPN currently serves as the facility's MTA and has been at the facility since February of this year.

- **Medical Director (Physician/Provider):** The Medical Director is scheduled to visit the facility at least once a week. The primary purpose will be for sick call but also to provide ongoing guidance for chronic care. Our Medical Director is expected to spend two hours each week on-site in the direct care of inmates, or in reviewing the direct care provided by nurses. There will also be time required to respond to calls from nurses, and for administrative duties such as formulary review, protocols, quality assurance, and education and training. We reserve the right to implement telehealth services in the future as well.

The current Medical Director is Dr. Thomas Rives. Dr. Rives has been at the facility since 2011.

- **Psychiatric Provider:** SHP currently utilizes Correctional Behavioral Health Inc., a telepsychiatry product to service the facility. We are proposing to continue this service.
- **Ancillary Staff:** Other than the Medical Director and MTA, our staffing plan will allow for additional nurses and other ancillary/support staff. On the next page a more detailed look at FTE hours is proposed below. For purposes of this listing, an FTE represents 40 hours per week. Each member of our healthcare staff at the jail will be properly licensed and new employees will receive appropriate orientation and training before assuming duties within the jail.



Staffing Model

Staffing Model: Georgetown County Detention Center									
190 Inmates									
Position	S	M	T	W	Th	F	S	Hours/Week	FTE
Professional Staff									
Medical Director		2						2	0.05
Psychiatric Provider	Tele-Psychiatry Provider							Weekly or as Needed	
Administrative Staff									
Medical Team Administrator		8	8	8	8	8		40	1.0
Support Staff									
Nurse LPN Evening Shift		8	8	8	8	8		40	1.0
Nurse LPN Weekend Day	12						12	24	0.6
Medical Clerk		4	4	4	4	4		20	0.5
Total								126	3.15

Please note that the above tables are for illustrative purposes only. Professional Provider visit times and dates will be coordinated with Jail Management. Some of the Professional Provider time may be used for consults and administrative items such as phone calls with medical staff.

Equal Employment Opportunity

SHP is an Equal Opportunity Employer and follows established policy in all hiring and employment practices. It is the policy of SHP to comply with all local, county, state and federal laws prohibiting discrimination in employment and to make all personnel decisions without regard to race, color, religion, sex, age or national origin. SHP is committed to maintain places of employment that are safe, productive, and free from sexual harassment.

Licensure/Certification

All professional healthcare licenses are verified prior to the employment and will be kept on file and available for inspection.

Recruitment Practices

We recruiting new employees we recognize the final selection shall be subject to approval by the County.

Physicians and other practitioners are usually recruited through contacts with the local medical or dental society, and/or professional contacts within the community. Local autonomy in hiring will be maintained and corporate resources will be used for recruiting when necessary.

We have been fortunate to find medical professionals who are willing to practice good correctional managed care. These providers support the elimination of unnecessary trips outside the facility, as well as impact pharmacy costs.

SHP has been successful in nurse recruiting with a unique approach. We not only use word of mouth, but have found that offering PRN positions and training those interested in the corrections field provides for a variety of qualified staff and a pool from which to utilize those at other facilities both in training and in staffing.





SHP has trained travel nurses that are available to any new facility to provide support and staffing during the initial and start up orientation. This additional level of qualified individuals, along with the regional representatives, builds the work force of qualified nurses in local jails.

All site personnel are interviewed by the Medical Team Administrator (MTA) and/or Regional Representative. We also require an application form and evidence of a current license. Past work and educational histories are verified. Once recruited, the credentialing procedure and licenses are verified through the issuing professional board. The prospective employee will then be subjected to a background investigation conducted by the County in accordance with the County's existing policies and procedures. When actually hired, the employee must complete a job specific orientation program and security training.

In addition to credentialing information provided to us by the respective boards of medicine for licensed personnel, all SHP personnel are further subjected to individual screening search in the US Department of Justice National Sex Offender Public Website (NSOPW) registry. This registry is the only government system that exists to link public state, territory, and tribal sex offender registries allowing for a more comprehensive search tool and safety resource. These jurisdictions include the 50 states, U.S. Territories, the District of Columbia, and participating tribes. This national search further increases our ability to ensure patient safety and facility security from potential sexual predators who might seek employment.

Staff Vacancies

Vacancies of positions will be filled by PRN nurses, regular staff working extra hours, or by other arrangements made by the nurse administrator, until the position is filled. All scheduled shifts will be filled. Vacant shifts will be covered to the extent which nurses can be provided and will vary depending on the lead-time given for the shift vacancy.

Drug-Free Compliance

SHP performs a drug screen on 100% of new employees as a final condition to employment. In compliance with our national and multi-state drug free workplace certifications, all employees are subject to pre-employment, post-accident and random drug screening to ensure we maintain a drug-free workplace.

E-Verify

Southern Health Partners has maintained its utilization of the Department of Homeland Security's E-Verify program requirements for screening of all its employees since November 7, 2007. Compliance with DHS and SSA regulations ensures our ability to protect the rights of employees and avoid possible discrimination.

Employee Safety

Employee safety is of paramount importance at SHP. We take a great deal of pride in our employee safety program. This program was developed to reflect the unique needs of a correctional work environment and to maintain compliance with OSHA Standards and Training Guidelines. We continually work with our Loss Prevention Technical Consultant to improve our safety plan and offer continued training to each employee in order to prepare for and adapt to the unique challenges of each correctional facility.



Employee Benefits

Southern Health Partners offers competitive benefits in order to recruit and retain skilled employees. Our benefits include:

- Medical, Dental and Vision Insurance
- Life Insurance
- Dependent Life Insurance
- Short Term and Long Term Disability
- 401K Plan
- Section 125 Plan
- Paid Time Off/ Paid Holidays
- Training Reimbursement
- Employee Assistance Program
- Employee Scholarship Awards
- Direct Deposit
- Bereavement Leave
- Family Leave
- Parental Leave
- Medical Leave
- Jury Duty Leave
- Military Leave

In-Service Training

SHP believes professionalism in nursing is enhanced through the continuous updating of knowledge and skills. We provide in-service programs for our on-site staff geared specifically to healthcare delivery in the correctional setting.

These programs meet or exceed the requirements of NCCHC and ACA standards and are designed to promote the continued development of knowledge, skills and practices that are consistent with contemporary standards for nursing practice. The following are topics SHP has offered:

- CPR including Automatic Defibrillator use
- Infection Control - Universal Precautions
- Physical Assessment
- Cardiac, Neurological, and Respiratory Systems
- Nursing Management
- Infectious diseases – A.I.D.S. and tuberculosis

SHP is an approved Nursing CEU provider licensed with the Alabama Board of Nursing, and these CEU units are honored by nurse licensing boards in all the states where we operate.





SHP Program Support Services

SHP coordinates with the jail's administration and SHP on-site staff to maintain the quality of health services. We tailor our programs to the size of the facility and the desires of the jail managers as well as involved county government officials.

Liaison with Correctional Staff

For the healthcare delivery system to function most effectively, the healthcare staff and corrections staff must work together. SHP staff members are sensitive to the security needs and overall operating policies of the institution. Your correctional staff act as an "early warning" network throughout the institution by assisting health services in identifying real or potential health problems. This cooperative working relationship between medical and corrections ensures medical problems are identified early, treated promptly, and then carefully monitored until recovery or resolution. At the same time, safety and security concerns are addressed.

Beyond the routine, day-to-day interaction between the health services staff and correctional officers, our site medical team administrator participates in, at least, monthly meetings with the administrative staff. These meetings provide an on-going opportunity for both parties to jointly evaluate and fine-tune the healthcare program and to discuss other health-related aspects of the institution's operations, such as safety and sanitation, disaster planning, classification, etc.

On request, the health services staff will attend any regularly scheduled or special meeting relative to health issues or other institutional policies and procedures.

SHP personnel strive to perform their job within the current operation of the facility without disruption to existing schedules or procedures. Our current clients can attest to our success in maintaining excellent working relationships in the jails we serve.

Medical Audit Committee

In conjunction with the County Administration, SHP can establish a Medical Audit Committee (MAC) to meet periodically in the aspect of review, adherence, and development of policies, procedures, and practices for inmate health care services. Committee members will consist at the least of the Jail Director, Shift Supervisors, the SHP Medical Team Administrator, the Medical Director, the Dentist, and the Pharmacist. The Committee will review the Monthly Services Report, staffing issues, patient care issues, quality improvement reviews, and other items.

Utilization Management (U.M.)

SHP operates contracts with a managed care ideology. We consider Utilization Management (U.M.) to be a vital and necessary component of every healthcare program we provide. SHP strives to ensure all care rendered is medically necessary and is provided safely in the least costly setting while maintaining the quality of care. We accomplish this with concurrent daily review of each admission and retroactive reviews of cases. This sharing of information, experience and expertise contribute to the best combination of available resources without jeopardizing patient safety and the quality of care while saving valuable officer time.

The goal of the U.M. Program is to provide necessary and appropriate healthcare in the most efficient manner. Regardless of the payer source, our commitment to monitoring these patients



results in the best use of available resources. Our intent is to ensure we limit hospital stays to the shortest time before returning the inmate to the infirmary or other appropriate housing. The discharge planning begins on admission and with coordination often results in a combination of outpatient services or medication adjustment, allowing earlier return to the detention facility.

Cost Containment

In addition to our U.M. program, our cost containment efforts include several other programs which have resulted in substantial savings for both our clients and for SHP. In the following paragraphs, we briefly describe other programs and activities we routinely pursue, to assist in controlling healthcare costs.

On-Site Services

Several on-site services are performed to maintain cost effectiveness for the County both in management of the services as well as eliminating outside security issues. Lab and x-ray services are coordinated on-site with outside clinical providers. Medical staff can draw or collect specimens for lab testing on-site. A clinical provider will pick up specimens which cannot be tested on-site, and provide the lab test results back to the medical staff via email, fax, or phone. For x-ray services, a clinical provider will be contracted to come to the medical unit and provide on-site x-rays to the patients as ordered by the Medical Director and medical staff. All test results are reported via email, fax, or phone. Other services may be identified for on-site use as additional providers are added to the program.

Service Reports

Our regular healthcare activity reports containing utilization statistics, trends and healthcare program results are a valuable tool for cost-containment efforts. In our experience, the MTA, once charged with the responsibility for reviewing these management reports with an eye to possible cost-containment has the opportunity to impact savings. Once discovered, such findings are communicated to all healthcare staff. Routine on-site reviews by SHP regional administrators also uncover areas for improving the program and more effective management of costs.

Sub-Contractors and Bulk Purchasing

We also control costs by negotiating tight, cost-effective agreements with our sub-contractors, vendors and suppliers. We have been able to deal with national suppliers and enter into bulk-purchasing agreements which allow us to acquire medical equipment, drugs, supplies and services at very competitive prices. Most purchasing of supplies is accomplished by using our approved national vendors. This system is designed to minimize our operating expenses and allow our on-site healthcare staff to review the payments for service delivery and supplies. Examples of our efforts are in discounts with current nationwide suppliers like Staples, Henry Schein, and Benco Dental.

Medical Discount Negotiation

Southern Health Partners, Inc. has been operating in South Carolina since 1999. With over 15 years' experience in providing discount negotiation and claim adjudication in the state, we believe we offer some of the deepest discounts available in our industry.





SHP screens all claims to determine responsibility prior to negotiating a discount. In order to do so, we use our proprietary web-based application to keep track of all outside service activity, through service logs completed by the facility's health care personnel. Individual edits on claims will be performed at the detail claim line level and include industry-standard edits such as: unauthorized/inappropriate services, incomplete claims, duplicate claims, invalid or excessive codes, unbundled charges, etc. We seek direction from the facility's administrative staff on how to manage health care for inmates who are being held pre-trial, as in South Carolina it is a local decision as to whether the County will cover any or all of the cost of care outside the jail for these detainees. Once it has been determined the County is responsible for the claim, we begin our negotiating process. The provider of each and every claim in this stage is called upon for a reduction of the charges. At times, we have promised a quick payment for larger discounts and are able to pay the same day. ***On average SHP has been able to negotiate discounts between 25% and 40% for Georgetown County. Any and all discounts achieved by this process are passed on directly to the County.***

Affordable Care Act (ACA)

Southern Health Partners understands the ever changing needs of the County, especially in the light of the Affordable Care Act (ACA). To better serve our customers, we have developed software that continuously searches for current insurance products on incarcerated individuals. This allows SHP to provide insurance information to healthcare providers which allows those providers to bill insurance products correctly as opposed to billing the County for eligible healthcare services. We continue to research and learn all aspects of ACA and how it will apply to our customers therefore, ensuring the greatest

Management Information Reporting

Data collection begins whenever a service is rendered and accounts for all types of care statistics - physician, pharmacy, specialty consults, emergency room, hospitalization, radiology and others. A regular monthly report and quarterly report is generated and presented to the County as requested.

Health Education – Inmates and Staff

SHP provides inmate health education which is accurate, practical, and relevant. A combination of individualized health counseling and opportunities for general information sessions have proven most effective in inmate population settings. Some of the subjects which are available with our program include:

- Personal hygiene
- Diet and nutrition
- Smoking cessation
- Drug and alcohol abuse
- Physical fitness
- Control of hypertension
- Stress management
- Communicable diseases
- Self-care for chronic disabilities or diseases
- Hygiene to avoid MRSA
- Flu prevention and vaccination



SHP has found a cooperative and supportive jail administration and staff enhances the health education effort by demonstrating an awareness of and interest by reinforcing program objectives through positive example.

Whenever possible, SHP works with available community agencies such as the Red Cross, the American Heart Association, Cancer Society, and the American Lung Association and similar agencies to develop and carry out inmate health education programs.

Officer Training

We also have credentialed instructors to offer courses appropriate for Correctional Officers and will do so for no charge, at the request of the County. This series include topics such as:

- Intake Screening for Medical Issues
- Suicide Precautions and Preventions
- Response to an emergency or disaster conditions
- Signs and symptoms of mental illness
- Alcohol and Drug Withdrawal
- Chronic Illness Such as Diabetes and Epilepsy
- Transmission of HIV and other communicable diseases
- MRSA and Staph Infections

Web-Ex Training Services

In addition to onsite Officer Training courses, Southern Health Partners utilizes Cisco WebEx, a system that allows us to track and maintain online training programs. Online training has become a necessity when helping our customers deal with the challenges of scheduling flexibility for staff often working on all three shifts as well as the ability to record training for use on an ongoing basis when orienting new employees at your facility. WebEx allows participants to register their attendance individually and watch the full duration of training, tracking their attention and attendance electronically. Certificates of completion are available upon request. In many locations, we have been able to offer CE credits for this format of training with prior approval from the crediting institution for class content.

Quality Improvement Program

At SHP, we are committed to effectively monitoring the healthcare we provide and have dedicated appropriate resources to assist in achieving this goal. We actively involve our employees in the Quality Improvement Program through gathering information, evaluating care, and problem resolution.

This approach allows us to objectively assess and monitor the quality and appropriateness of patient care. Our Quality Improvement Program includes but is not limited to:

- Providing for the ongoing, objective and systematic monitoring and evaluation of each aspect of healthcare services in SHP facilities
- Monitoring clinical performances through peer review
- Resolving identified problems impacting patient care
- Monitoring cost effectiveness of services delivered
- Evaluating medication usage





- Regular review of medical records for accuracy

We accomplish these objectives with the use of audit tools and medical chart reviews based on clinical indicators. Periodic meetings with the facility and SHP allow for these findings to be shared and the opportunity to provide feedback for modification and implementation.

Risk Management

The Risk Management Department handles incident reports and legal matters. We also answer legal questions SHP staff may have, and provide training on legal compliance and risk reduction. We subscribe to an "Open Door Policy", to all of our staff.

The process of Risk Management is designed to reduce or eliminate the risk of certain kinds of events happening or having an impact on our business. Risk Management is a process for identifying, assessing, and prioritizing risks of various events. Upon identification of risks, the Risk Management Department will create plans to minimize or eliminate the impact of negative events. These plans include training topics such as:

- Performing Quality Patient Care
- Follow through with Treatment Care Plans
- Good Documentation Skills
- Review of Previous incidents

Correctional nursing is a professional specialty area that is becoming recognized around the world. It offers the opportunity to practice nursing in a unique atmosphere with other multi-disciplinary health care providers. While correctional nurses may deal with the same issues as the public sector, they have the added responsibility and challenge of providing quality nursing care to an unpopular population.

SHP promotes patient safety through review of processes and symptoms regarding adverse and/or possible near-miss clinical events. In an effort to reduce risk and/or harm to patients, SHP encourages medical staff members to identify potential problems to the MTA and/or corporate Risk Manager through our incident reporting system. All medical staff members are trained as to incident reporting upon their orientation. An open forum is encouraged to properly identify problems, risks and the potential for risks within the jail medical unit.

For legal matters that may arise, Southern Health Partners has a licensed attorney who serves as our Risk Management Associate. The Risk Management Associate, along with our in-house risk management department staff, work closely with our insurer, the County, and our local counsel to manage claims and cases which may arise; to evaluate and address potential areas of future legal exposure; and to ensure our health services program is conducted and administered in a legally appropriate and defensible manner.

Bid Security

A Bid Bond in the amount of 5% of the total annualized price has been included with the proposal in an envelope labeled "Bid Bond". Also, SHP has included in the pricing a Performance Bond in the amount of 20% of the contract amount. However, should the County be interested, SHP has also given pricing information to omit this from the contract. Please see the pricing section of the proposal for more information.



Insurance

Throughout the term of our contract with Georgetown County, we will maintain insurance coverage by companies licensed to write business with an A.M. Best rating of "A" or higher, in full compliance with the terms of the RFP, as summarized below.

Insurance Coverage	
Medical Professional Liability	\$1,000,000 per medical incident \$5,000,000 annual aggregate County named as an additional insured under policy, Including Civil Rights Coverage per 42 USC 1983
General Liability	\$1,000,000 per occurrence of bodily injury and property damage
Worker's Compensation	\$1,000,000 per accident
Automobile Insurance Coverage	\$1,000,000
Umbrella Liability Insurance	General Liability, Auto Liability, and Employer's Liability Additional \$4,000,000 annual aggregate
Indemnity – Southern Health Partners shall indemnify and hold harmless Georgetown County for medical services covered by this proposal and resulting contract.	

Please note SHP does not operate our corporation in LLC format, and we do not incorporate a separate company for each contract location in order to create liability protection, and indemnity limitations. We operate all contracts under our one corporate entity – Southern Health Partners, Inc.

Grievance Process

We will work with the Jail Commander to implement and continue the formal grievance procedure that is used by inmates, staff and outside individuals. The actual process varies slightly depending upon who is initiating the complaint. All inmates will be advised of the procedures for obtaining medical services and how to initiate grievances regarding those services at the time of their incarceration.

Policies and Procedures

We have developed comprehensive, written policies and procedures to be approved by the County which detail how our program objectives and National standards are met. Our Policy and Procedures Manual is specific to each of the healthcare systems we operate. These policies and procedures will include, but not be limited to: Intake Screening; Physical Examinations; Sick Call Services; Medication Administration; Emergency, Chronic, Mental Health and Dental Care.

Strategic Planning and Consultation

As part of our contract services, we are pleased to offer you our extensive experience in correctional healthcare, as well as the skills and talents of our diverse and highly credentialed staff. We can assist in strategic planning for the future needs of Georgetown County. The following are several examples of how we might serve.

- New facility design and/or renovation of existing space.





- Developing and implementing healthcare programs for specialized populations, such as women, juveniles and mentally ill inmates.
- Preparing for and successfully obtaining accreditation (NCCHC and ACA) or state inspections.
- Risk reduction and liability management.
- Short-term and long-range planning.

While this list is not intended to be comprehensive, we believe the scope of our correctional healthcare experience -- in terms of our number of years in business, our nationwide operations, and the various types of facilities we serve -- makes us a unique resource.



III. Price Proposal

Most of our contracts with the various county customers are designed to allow for comprehensive services, meaning SHP manages the usage and costs of all services outside the jail as well as inside the jail facility. We have attempted in this proposal to identify all of the services we will provide and furthermore those for which we will ultimately pay, and those that will be covered by the County separately.

Price Summary : Georgetown County Detention Center	
Average Daily Population 190	
Base Compensation	\$314,260
Cost Pool Accounting Feature	\$35,000
Total Pricing for 1st Year	\$349,260
Monthly Installment	\$29,105
Per Diem Charge	\$1.50
Future Year Increase – 2nd Year	2%
Future Year Increase – 3rd Year	2%

Pricing

Our proposed annualized base price to furnish these services is \$349,260.00 for the first year. The County will pay SHP the annualized base price in twelve (12) equal monthly installments of \$29,105.00. SHP will send an invoice to the County approximately thirty (30) days prior to the month in which services are to be provided. The County agrees to pay SHP by the tenth (10th) day of the month in which services are rendered.

Cost Pool Accounting Feature

The total price above includes a cost pool to cover the cost of non-routine prescription medications, necessary pharmacy audits and permits, off-site x-rays services, on/off-site dental services, and all medical and mental health services that cannot be performed on-site. The total budgeted for the cost pool is \$35,000.00. If the total of \$35,000.00 is reached in any year, (12 months), the County will be responsible to cover 100% of the excess costs through a reimbursement procedure to SHP.

Performance Bond

Our pricing above also includes a performance bond in the amount of 20% of the first year program costs, as requested by the County. We believe our prior service to the County is indicative of the future service we hope to provide. Therefore, should the County request to exclude the bid bond from the contract price, the annual price will be reduced by \$2,200 for a total of \$347,060 the first year.

Compensation for Increases in Inmate Population

This proposal is based upon an Average Daily Population (ADP) of up to 190 inmates. If for any month that month's average of daily inmate population counts exceeds the inmate population limit of 190, the County will pay a per diem (per Inmate per day) amount of \$1.50 on the excess





above the limit of 190. The additional compensation for the overage will be payable following the month of the occurrence upon submission of a separate invoice by SHP and verification by County. This additional charge is designed to address a temporary fluctuation above the anticipated maximum for which this proposed program is developed. The charges paid to SHP will cover those items that are affected by the temporary excess population such as wages, supplies, insurance, etc. Longer term population changes beyond the average of 190 should lead to a renegotiation of contract terms.

Price Responsibility Table

In order to analyze the pricing of the program, we will specify below the responsibility of each of the two parties to the contract with respect to covering costs. We have certain categories of expenses that we always cover, and we do this because we can usually buy these products at a lower cost and because we can apply better control over the usage of these items in this way.

Category of cost/expense	Party Responsible
Nurse wages and benefits	SHP
Physician medical director on-site	SHP
Policies and Procedures development	SHP
Medical supplies	SHP
Minor equipment (over \$500 per single item or unit)	If SHP requests the equipment, SHP will pay. Otherwise, County pays.
Repairs on existing equipment	Repairs to SHP equipment, SHP pays. Otherwise, County pays
Over-the-counter medications	SHP
Clinical lab procedures	SHP
Office supplies	SHP
Folders and forms	SHP
Travel expenses	SHP
Phone, Fax, Internet - lines, calls and connections	County
Publications and subscriptions	SHP
Any necessary licenses/permits	County
Pharmacy audits, permits, and certifications	SHP to limits of pool
Medical hazardous waste disposal	SHP, using our provider
Emergency kits and restocking	County
All required insurance as offered	SHP
Administrative services (cell phone, etc.)	SHP
Training for officers in the jail on various topics	SHP
All other specific on-site services	SHP (Renal Dialysis and other major chronic care limited to pool)
Off-site medical services	SHP to limits of pool
On-site mental health services, using proposed staffing	SHP
Off-site mental health services	SHP to limits of pool
X-ray services on-site	SHP
X-ray services off-site	SHP to limits of pool
Routine prescription medications	SHP
Non-Routine prescription medications: Prescription medications for HIV+/AIDS, renal failure, hepatitis, cancer, MD, MS, hemophilia, Crohn's disease and tissue/organ rejection	SHP to limits of pool
Dental Services	SHP to limits of pool



Average Daily Population

Our proposal is based upon an Average Daily Population (ADP) of up to 190 inmates. This population includes all inmates, regardless of originating jurisdiction that have been booked into the facility, as all inmates will be seen by our staff and if needed will receive medical attention on-site. However, our base pricing includes the cost of routine prescription medication for classified Georgetown County inmates only. We will assume that the originating jurisdiction will be responsible for the cost of prescription medications and off-site services if needed. SHP will assist with the record keeping for the collection of pharmacy expenses for Federal inmates or inmates for other counties or jurisdictions.

Future Year's Pricing

If Georgetown County elects to continue to contract with SHP, we are willing to set a fixed price increase of 2% for each of the second and third years. This price increase will apply to the base fees and to the per diem for excess inmates. For years past the third year, we would plan to propose a price increase for the County's consideration in advance of the contract year end, and work toward a reasonable increase, as warranted.

Termination Option

In conjunction with this proposal, we would expect to have our standard contract terms which allow either party to the contract to terminate the relationship without cause, with a 60-day notice to the other party.

General Considerations

The primary responsibility for inmate custody and security within the facility rests with the staff of the County. SHP shall have primary responsibility in all matters pertaining to medical, dental treatment, and care of inmates. Everyone who works in the facility has a responsibility for security. SHP shall be responsible for security of all material and equipment in our work area, which in the hands of an inmate, would be considered contraband and could present a danger to staff, other inmates, or to himself. On matters of mutual concern, County Staff shall support, assist and cooperate with SHP. An officer must be present when an inmate is with our medical staff and close security must be provided for our medical staff when in the housing areas. Matters involving safety of staff, inmates, and security of the facility shall remain with facility security management and County staff.

All decisions involving the exercise of medical and/or dental judgment will be the responsibility of SHP. However, we encourage the Sheriff's staff to err on the side of caution in an Emergency, and we do not have to be consulted before calling for an ambulance or sending an inmate to the Emergency Department.

Healthcare services are intended only for those inmates in the actual physical custody of the facility. Inmates outside the facility who are not under guard or were hospitalized prior to commitment to the facility shall not be the responsibility of SHP.

SHP will not be responsible for providing elective medical care to inmates. For purposes of this Proposal "elective medical care" means medical care which, if not provided, would not, in the opinion of the SHP Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being.





SHP will provide healthcare services to pregnant and post-partum inmates, but healthcare services provided to an infant following birth will not be the responsibility of either SHP or the County.

For certain inmate medical situations which arise, and under agreement by the Sheriff and SHP, the cost of additional nurse staffing hours on shifts not normally covered by SHP can be billed as an extra expense to the County.

We will require that an inmate co-pay system be in place for nurse sick-call visits.

We take no responsibility for the healthcare and treatment of officers of the jail, except for emergencies. We do offer to administer vaccines and TB screening to officers of the jail if the serum is provided by the County.

We offer training for officers on various topics, at no charge to the County. All our training must be requested, and this training must be scheduled in advance.

SHP will be responsible for disposal of all hazardous waste resulting directly from our program, but not all of the waste from the jail.

Our program and pricing allows us to manage most mental health complaints inside the jail using our current Physician Provider and medical staff as proposed. Outside referrals for treatment plans may be necessary given the patient's condition and/or diagnosis. If an outside mental health provider is engaged by the County for provision of services, we will coordinate our work with them. However, we will need to maintain control over drug formulary compliance in using cost-effective medications. SHP is willing to provide additional mental health services to the County through further negotiations.





IV. Attachments





RESIDENCE CERTIFICATION FOR LOCAL PREFERENCE

MANDATORY VENDOR SUBMITTAL FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #2010-45 as adopted, §2-50 Local Preference Option, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

Sec 2-50. Local Preference Option

1. A vendor must be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is the lesser of \$10,000 or within five-percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference must apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder must have that right and so on. The right to exercise the right to match the bid must be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same must be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement must be on a form provided by the County purchasing department and must be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid must constitute a waiver of any claim for preference.

5. For all contracts for architecture, professional engineering, or other professional services governed by § 2-56, Architect-Engineer and Land Surveying Services – Public Announcement and Selection Process, the county must include the local business status of a firm among the factors considered when selecting which firms are “most highly qualified.” In determining which firm is the “most qualified” for purposes of negotiating a satisfactory contract, preference must be given to a local business where all other relevant factors are equal.

6. Local preference must not apply to the following categories of contracts:

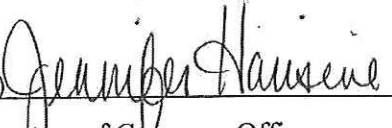
- (a) Goods or services provided under a cooperative purchasing agreement or similar “piggyback” contract;
- (b) Contracts for professional services except as provided for in section five (§5) above;
- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

I certify that [Company Name] _____ is a

Resident Bidder of Georgetown County as defined in Ordinance #2010-45, and our principal place of business is _____ [City and State].

I certify that [Company Name] Southern Health Partners, Inc. is a

Non-Resident Bidder of Georgetown County as defined in Ordinance #2010-45, and our principal place of business is Chattanooga, TN [City and State].

(X) 
Signature of Company Officer

EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".

1. SHP takes exception to the sample contract as included in the RFP document and instead would propose to use the current contract with the County as a base for the new contract.
2. SHP takes exception to page 17, item 23, as these terms do not provide for termination by either party under a "no fault" provision. We have such a provision in all of our contracts, allowing for either a 30, 60, or 90 day notice period for either party to terminate without cause. We will insist on a no fault termination right.



ADDENDUM ACKNOWLEDGEMENT

Bid #16-062

Health/Medical Care Services for the Georgetown County Detention Center
Mandatory Submittal Form

To be returned with the final proposal submission to Georgetown County.

COMPANY NAME: Southern Health Partners, Inc.

- | | | |
|-------------------------------------|--|-------------------------|
| <input checked="" type="checkbox"/> | Addendum #1 Received Date: <u>8/3/16</u> | Initialed By: <u>JH</u> |
| <input checked="" type="checkbox"/> | Addendum #2 Received Date: <u>8/4/16</u> | Initialed By: <u>JH</u> |
| <input type="checkbox"/> | Addendum #3 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #4 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #5 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #6 Received Date: _____ | Initialed By: _____ |

If your Bid submission has already been mailed, acknowledgment may be provided by faxing this form to (843)545-3500, or attaching a digital scan and sending by e-mail.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]