

Title and Summary

Notice of RFEP: RFEP No. FY14-1209

RFEP Title: Inmate Health Care Services

RFEP Publication: 11/22/2013 <http://www.orangeburgcounty.org/>
Bulletin board, 3rd Fl., Admin Centre

Invitation Composition: Currently

- Title and Summary pages
- Code Articles 1 through 7
- RFP FY12-0110 Health Care Services Inmates — Orangeburg-Calhoun Detention Center
- Current contract between Orangeburg County and TransformHealthRx

Addenda: If any, will be published/posted on the following:

- <http://www.orangeburgcounty.org/>
- Bulletin board located on 3rd Fl, Admin Centre

Contracting Entity: Orangeburg County, South Carolina ("Owner") a political subdivision of the State of South Carolina

Procurement Director: Jannella Shuler
Orangeburg County Procurement Office
1437 Amelia St. ("Admin Centre")
Orangeburg SC 29115
(803) 533-6121 Office phone number
(803) 535-2307 Office fax number
jshuler@orangeburgcounty.org

Pre-Submission of Bids Questions: If Vendors have questions, same shall be Directed to Procurement Director
Mode of Communication via e-mail only
No later than 11:00 am. 12/5/2013

Proposals: Submission Composition: Each submitted proposal is required to be composed of the following, including fully completed and executed forms:

- o Certified Proposal
- o Code and Articles Acknowledgement
- o Addendum Acknowledgement
- o Vendor's Certification of Qualifications and Information
- o Certification of No Exceptions
- o Certification of Preferences

Submission Deadline: 2:00 p.m. on December 9, 2013

Submission Location: Administrative Centre, Procurement Office, Basement Floor
2:05 p.m. on December 9, 2013 Procurement Office, Basement Floor

Opening Location: 1437 Amelia Street, Orangeburg, S. C. Procurement Office, Basement Floor

Special Conditions (Please read)

Pursuant to Section 5-403 of the Procurement Code, this is a Notice of Request for Expedited Proposals (RFEP) for inmate health care services for persons detained in the Orangeburg County Detention Center. The County recently received notice of termination from its current services provider. As a result, the County is procuring another vendor to provide the services for 5 a period of at least one (1) calendar year) with the start date for providing services to be contemporaneous with the conclusion of the current vendor's contract which date is estimated to be January 21, 2014. The County most recently procured the services in November 2012.

Until additional information is available, vendors should refer to RFP12-0110(document enclosed) and the County's current contract for the terms and conditions applicable to this RFEP. The County intends to review and, if appropriate, revise the Scope of Services and Specifications via Addendum prior to the Submission Deadline

This is the copy of previous Request for Proposal FY12-0110 (please do not submit this copy)

	Title and Summary
Request for Proposal:	FY12-0110 (Pages 1-21)
Request for Proposal:	Health Care Services for Inmates- Orangeburg- Calhoun Detention Center
RFP Bid Publication: As follows:	12/19/2011 http://www.orangeburgcounty.org/
Composition:	12/19/2011 bulletin board, 3rd Fl., Admin. Centre RFP RFP No. FY12-0110 is composed of the following: <ul style="list-style-type: none">•Title and Summary pagesCode Articles 1 through 7BackgroundObjectivesScope of WorkDeliverablesVendor Qualifications and InformationEvaluation CriteriaDeliantion of CostsCertified Proposal Costs SheetCertification of No ExceptionsCertification of Preference(s)Addendum AcknowledgementAppendix A
Invitation Amendments:	If any, will be published/posted on the following: http://www.orangeburgcounty.org/ Bulletin boards located in/on Management reception area Detention Ctr. 3rd Floor Administrative Centre, Procurement
Contracting Entity:	Law Enforcement Commission ("LEC") In its capacity as the governing body of the Orangeburg-Calhoun Regional Detention Center 1520 Ellis Ave. ("Detention Center") Orangeburg, SC 29115
Procurement Coordinator:	Procurement Director Jannella Shuler Orangeburg County Procurement Office 1437 Amelia St. ("Administrative Center") Orangeburg SC 29115 (803) 533-6121 Office phone number (803) 535-2307 Office fax number jshuler@orangeburgcounty.org

Code and Articles Acknowledgement

Request for Emergency Proposal FY14-1209 Inmates Health Care Services — Orangeburg County

Incorporation by Reference.

Articles 1 through 7 of the Code are incorporated by reference as if set forth verbatim in this Invitation to Bid. As stated in the Code, by submitting a proposal, the vendor agrees that the Code governs this procurement from solicitation through completion of the resulting contract, including disputes, if any.

ACCESS TO CODE. On November 16, 2009, Orangeburg County Council, the governing body of Orangeburg County, repealed all aspects of its procurement policy and enacted the Orangeburg County Procurement Code (the "Code"). The Code may be accessed online without charge at <http://www.orangeburgcounty.org/Purchasing/code.html> In addition; a copy of the Code is available for review without charge at the Office of the Procurement Director. If neither of those options meets your needs, a hard-copy of the Code is also available for purchase at the Office of the Procurement Director.

<http://www.orangeburgcounty.org/> _____ or

Method of Source Selection.

The source selection method applicable to this procurement is Request for Emergency Procurement Code §5-403.

The undersigned vendor understands and agrees to be bound to the Code regarding all matters arising from the Request for Proposal identified above.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Pre-Submission of Proposal

Requirements:

Vendors can request a site visit by appointment only.

Contacts

Director- Willie Bamberg (803) 531- 4139

Asst. Director- Vernetia Dozier (803) 539-2093

M-F 10:00 — 11:00 only

0 Questions: If vendors have questions, same shall be

Directed to Procurement Director

Mode of Communication via e-mail only

No later than December 21, 2011 10:00 A.M.

Proposals:

Submission Composition: Each submitted proposal is required to be composed of the following, including fully completed and executed forms:

Code and Articles Acknowledgment
Proposal Cost Form
Addendum Acknowledgment
Vendor's Certification of Qualifications and Information
Certification of No Exceptions
Certification of Preference(s)
Addendum Acknowledgment Form
NO BID SECURITY REQUIRED

Submission Deadline: January 10, 2012

Submission Location: Orangeburg County Procurement Office

Opening Time: 11:00 A.M. (Only names of proposers will be read aloud)

Opening Location: Orangeburg County Procurement Office 3rd Floor, 1437 Amelia Street, Orangeburg, S. C. 29115

Special Conditions

Intent/Award/Contract:

The intent to award, award, and the contract regarding is subject to the following special conditions:

- Only as stated in the documents that composes the Request for Proposal

Code and Articles Acknowledgement

Request for Proposal FY12-0110 Health Care Services Inmates- Orangeburg —Calhoun Detention Center

Incorporation by Reference.

Articles 1 through 7 of the Code are incorporated by reference as if set forth verbatim in this Invitation to Bid. As stated in the Code, by submitting a proposal, the vendor agrees that the Code governs this procurement from solicitation through completion of the resulting contract, including disputes, if any.

ACCESS TO CODE. On November 16, 2009, Orangeburg County Council, the governing body of Orangeburg County, repealed all aspects of its procurement policy and enacted the Orangeburg County Procurement Code (the "Code"). The Code may be accessed online without charge at <http://www.orangeburgcounty.org/Purchasing/code.html> In addition; a copy of the Code is available for review without charge at the Office of the Procurement Director. If neither of those options meets your needs, a hard-copy of the Code is also available for purchase at the Office of the Procurement Director.

<http://www.orangeburgcounty.org>

Method of Source Selection.

The source selection method applicable to this procurement is Competitive Sealed Proposal Services, see Code §5-304.

The undersigned vendor understands and agrees to be bound to the Code regarding all matters arising from the Request for Proposal identified above.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Background

Orangeburg County Law Enforcement Commission on behalf of The Orangeburg —Calhoun Regional Detention Center, is requesting proposals for the provision of inmate health care services to include but not limited to, medical, dental, health care personnel, and program support services for a population of approximately 350 inmates of Orangeburg and Calhoun Counties for an initial two year contract. The contract will contain a renewal clause for three additional one-year renewal options, after the first year by mutual and written agreement. The Orangeburg County Detention Center is a 420 bed facility.

Orangeburg County currently has an agreement with the local hospital, Regional Medical Center of Orangeburg-Calhoun Counties, which allows for the first \$200,000.00 in inmate medical bills to be written off. After the write-off amount is reached, all other submitted hospital invoices/bills are at fifty percent (50%) of the costs. Additionally, the Law Enforcement Commission carries insurance with Correctional Risk Services that allows us \$10,000 per hospital visit per inmate. Correctional Risk Services reimburses the jail after the \$10,000 is reached per hospital visit per inmate. There will be no Cost Pool Allowance

Objectives

1. To deliver quality health care services according to the standards of the National Commission on Correctional Health Care (NCCHC).
2. To operate the health care program in a cost-effective manner with full reporting and accountability to the Law Enforcement Center Commission (LEC Commission).
3. To operate a health care program at adequate nursing staff Monday thru Sunday, seven (7) days per week 7:00 A.M. to 12:00 P.M. and use only licensed certified and professionally trained personnel that meet all the licensing requirements of the State of South Carolina. Weekly onsite visits from a Physician and Mental Health Provider are required. Monthly Dental visits (either onsite or offsite)
4. To draft/revise and implement a written health care plan with clear objectives, policies, procedures with an annual evaluation.
5. To operate the health care program that will meet or exceed standards established by the National Commission on Correctional Health Care (NCCHC), SC Department of Corrections, and American Correctional Association.
6. To maintain an open and cooperative relationship with administration and staff of the Orangeburg County Detention Center, the Orangeburg County Board of Commissioners and Orangeburg County employees.
7. To provide continuing education of staff, and inmate health education programs.
8. To maintain complete and accurate records and to collect and analyze health statistics on a regular basis.
9. To operate the health services program in a humane manner with respect to basic health care services for inmates.
10. The Provider shall be responsible to arrange for and coordinate all medically necessary health services required by the detainee population, including care provided by any outside provider. This includes but is not limited to emergency care, surgery, dental and specialty referrals.
11. The Provider shall provide health referrals and medical information necessary for post-release or transfer treatments.

Scope of Work

Vendor will be expected to incorporate objectives and shall provide the following services but not limited to and as so stated in RFP FY12-0110, comprehensive, preliminary, primary and continuing health, dental and medical care services to all inmates based on the average daily population; while housed in the Orangeburg-Calhoun Detention Center under the authority of the Orangeburg-Calhoun Detention Center 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:

Recruitment

Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications of this contract. All medical staff providing services under this contract must be licensed to practice in the State of South Carolina.

Medical Screening

All medical screening forms will be completed by medical staff within 24 hours after being admitted to the Detention Facility. A health screening form must be filled out immediately upon evaluation. The screening must include but not limited to:

1. Any current illnesses and/or health problems including those specific to females
2. Medications taken and special health requirements
3. Screening of other health problems designated by the Physician
4. Notation of body deformities, trauma markings, bruises, lesions, eye movement, jaundice
5. Condition of skin, notes of any rashes and/or infestations
6. Behavioral observation, including state of consciousness and mental status
7. Disposition
8. Assessment of suicidal risk
9. Document referral of inmates to qualified medical personnel for emergency treatment
10. Notation of personal physician and any medical needs

A health physical, including a physical examination by qualified health personnel will be given within 14 days after admission to the detention facility. Providers may propose a shorter timeline for the history and physical. Any abnormal results from the history and physical will be reviewed by the physician for appropriate care.

Inmate Workers

All inmate workers must be screened for medical clearance, prior to being placed in the assignment. Any testing necessary must be completed within 72 hours from the time the Detention staff forward the paperwork to the medical staff. The medical clearance for each inmate worker must include the following:

1. Past medical history, including communicable diseases, heart problems, respiratory problems, allergies, and/or back problems
2. Current vital signs
3. General examination of current physical and mental condition

4. Questions for any signs of current symptoms of illness
5. Current test for tuberculosis, hepatitis, and HIV
6. Current test for venereal disease

Inmates from other Jurisdictions

Inmates from other jurisdictions outside of the county but housed at the Detention Facility by written contracts between the County and other jurisdiction will be the responsibility of the Provider. Any medical care that cannot be performed onsite at the Detention facility will be arranged by the Provider however, the Provider will have no financial responsibility for such services.

Nursing Services

Nursing services will be performed on a daily basis.

1. Triage of Complaints

- Daily triaging of health complaints from inmates will be performed according to the following:

P1 Medical staff will solicit and act upon all complaints from inmates with referrals to the appropriate health care providers as indicated

E Physician will determine the appropriate triage mechanism to be utilized for each specific complaint

2. Sick Call

- Sick call providing routine triage and treatment of minor health problems will be performed daily. Inmates with a custody status that enables them to attend a sick call visit must have the appropriate care provided to them at their place of confinement.

Specialty Services

Occasionally specialty services are needed to provide adequate health care to the inmates at the Detention Facility. Services such as radiology and laboratory services should be provided onsite when possible. In the case that specialty services cannot be rendered onsite the Provider will make arrangements for offsite specialty services to be performed. These services should be included in the cost pool.

Hospitalization

There are times when inmates may require hospitalization due to illness or injury. The Provider will be responsible in making arrangements for these services. Orangeburg County Detention Facility uses the local hospital for these services. These services can be billed to the jail for payment.

Dental Care

Basic dental care will be provided to all inmates. The Provider is responsible for arranging for dental visits for the inmates. Ten (10) or more inmate request on-site services, less than 10 to negotiate with local provider

Discounts

The Provider will work with Orangeburg County to negotiate discount agreements with local providers when necessary for inmate health care. These discounts will help maintain cost —efficiency of the Provider's program. A copy of all written vendor discounts agreements will be provided to Orangeburg County by the Provider.

Pharmaceuticals

The Provider will arrange for prescription and over the counter medications for the inmates. All medications will be given by the nurse. All controlled substances, needles, syringes and any surgical instruments will be stored under secured conditions. All medications including over the counter medications should be billed to the cost pool.

Special Medical Conditions

Inmates with special medical conditions may require close medical supervision. This includes chronic and convalescent care, treatment plans should be developed by the physician and should include written directions to all healthcare and other personnel regarding their roles in the care of the inmate.

Medical Records

All medical records must be kept up-to-date at all times on each inmate within the facility. This record will be present at every health encounter and will be forwarded to the appropriate facility in the event of transfer. All medical and dental records should be completed by nurses or a medical records clerk. All rights concerning the confidentiality of medical records must be followed at all times.

Detoxification Program

A detox program should be furnished by the Provider as an "in-house" program for inmates addicted to opiates, benzodiazepines, barbiturates, alcohol and other drugs. Detox protocols will be established by the Provider.

Communicable Diseases

It is important for the Detention Center to work with the local health department in reporting communicable diseases. The Provider will work with the Health Department to provide appropriate counseling and treatment to the inmate.

Medical Care

The Provider will identify the need, schedule and coordinate for any emergency and non-emergency medical care rendered to detainees inside or outside the detention center. In the case of an emergency, Provider will administer emergency medical care at the Detention Center to any Detention Center Employee or visitor until EMS arrive.

Inpatient Hospitalization

In the case that inpatient hospitalization is required for an inmate; the Provider will identify the need, schedule and coordinate for the hospitalization. This also includes making emergency arrangements for EMS if needed. These services will be billed to the jail.

Mental Health Services

Weekly Mental Health Services are requested by the Detention Center. The Provider will identify the need, schedule, and coordinate for such services rendered to the inmates.

Contract Monitoring

The Detention Center Director or his designee retains the right of access to all data and records as deemed necessary to monitor the contract services.

A sample data report should be submitted with the proposal.

General

Orangeburg County Detention Center will provide adequate office and medical space. The County will be responsible for providing maintenance and housekeeping for this area.

CQI

The Provider shall institute a CQI program, which may include but not be limited to audit and medical chart review procedures.

Computers and Phones

A computer will be supplied by the Detention Center for the Providers use. Phone service, including fax lines and machines and internet service will be provided by the County but service costs will be the responsibility of the vendor.

Medical Equipment

The County is responsible for all medical equipment (capital and non-capital items, stethoscopes, etc.) currently at Detention Center. The Vendor will be responsible for new and additional equipment required.

Deliverables
General Requirements

Insurance

The Provider will be responsible for maintaining General Liability insurance with a limit of not less than \$1,000,000 each occurrence and a \$3,000,000 annual aggregate limit. Such insurance will include the County, its officials, officers, and employees as insured with respect to performance of services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insured. Be primary with respect to any insurance of self-insured retention programs covering the County, its officials, officers and employees.

The Provider will also maintain Medical Professional Liability insurance with a limit not less than \$1,000,000 per claim and \$3,000,000 in the aggregate annually. Such insurance shall protect the Provider, his agents, representatives, employees, subcontractors, and sub-subcontractors while performing medical services associated with this agreement. If required by the insurance company, separate policies may be issued for certain classes of employees or subcontractors, but the separate policies shall have the same per claim and aggregate limits, and certificates evidencing this coverage shall be reported to County in the same manner as the Provider's certificates.

Provider shall furnish the County with certificates of insurance which shall clearly evidence all insurance required in this section. Provider agrees that such insurance will not be cancelled, allowed to expire or be materially reduced in coverage except with a 30 days prior written notice to the County.

Officer Health: We require that nurses test all officers working at the jail for tuberculosis, if requested by the Director. Provider to respond to emergencies within the jail facility, including officer treatment until an ambulance arrives.

Vaccines: Inoculate officers of the jail with any vaccine if supplied by the County.

Officer Training: Provide training to officers working in the jail to clarify the responsibilities of the nurses versus the officers, and additional training about various topics of importance in a jail setting.

Vendor Qualifications and Other Information

Vendor shall provide with its RFP, the following which should be collated, fastened together, and clearly labeled "Vendor's Certification of Qualifications and Information for Request for Proposal FY12-0110. Vendors interested in being considered for this proposal should respond with one (1) original and (5) copies of the following information:

1. Letter of Interest- To include whether the firm is a partnership, corporation, or sole proprietorship. Identify location and who will be primarily responsible contact, and any other pertinent information. —Limit to 3 typewritten pages.
2. Brief implementation Plan
3. Documentation of vendor's general comparative experience(s) to demonstrate vendor has a minimum of three (3) years correctional inmate medical service experience providing full, on-site operation. The minimum general comparative experience for this procurement is the successful completion of three (3) years of correctional inmate medical service experience. All three (3) years do not have to be with the same correctional client: vendor may accumulate the three (3) year minimum from vendor's service to several correctional clients.
4. Documentation of vendor's specific comparative experience(s) to demonstrate that vendor has a minimum of one successfully completed, one-year period of being the exclusive provider of medical services to a confined population of 300 or more. The minimum specific comparative experience required for this procurement is one successfully completed, one-year period of being the exclusive provider of medical services to a confined population numbering 300 or more. The description of vendor's experience(s) should highlight whatever parallels vendor believes exist between the procurement described in RFP No. P(12-0110).
5. Documentation of a contractual relationship between vendor and a client for a current or recent medical services contract pursuant to which vendor has been the exclusive provider on a daily basis for 300 or more of each of the following services: medical, dental, health care personnel and program support services. The minimum contractual relationship required for this procurement is one successfully completed, one-year period. Please limit documentation to no more than five (5) contracts.
6. Three positive client references.
7. Documentation of the qualifications of vendor's proposed staff for each of the following key positions, including, where noted, confirmation that vendor shall fill the position with a person who possesses the minimum qualifications:
 - o Medical Director (MD, PA, FNP)
 - o Nurse Admin RN/LPN
 - o Med Tech
8. Vendor's current organizational chart and a description of the general history of the vendor and a Staffing Model — up to 350 Inmates.

9. Documentation of the vendor's financial stability, such as a copy of its most recent annual report

10. A list of vendor's general or medical service affiliations

11. A description of any litigation within the last 10 years to which vendor has been a party

Evaluation Criteria

RFP No. FY12-0110 Health Care Services — Orangeburg-Calhoun Regional Detention Center

If the LEC decides to go forward with the procurement, the award shall be made to the vendor whose proposal the LEC determines to be the most advantageous to the LEC taking into consideration the evaluation factors stated in this section. The evaluation shall be based in part on the LEC's review and/or verification of the Vendor Qualifications Responses. The factors to be considered in evaluating proposals are as follows, and are list in order of relative importance: 1

1. Comparative experience of vendor in providing Health Services in an environment similar to that described in the Scope of Work
2. Competitive pricing
3. Qualitative evaluation of vendor based on vendor's response to Vendor Qualifications and Information and by responses County obtains from questioning vendor's submitted references.
4. Comparative experience of proposed key staff
5. Vendor's financial/corporate stability
6. Vendor's willingness, in connection with the Scope of Work, to (1) recruit qualified Orangeburg County residents

1 The method of selection, Competitive Seal Proposals, does not require a numerical weighting for each factor. See Code §5-304.7. 14

Tentative Delineation of responsibility for costs and expenses of the program:

Category of cost/expense	Party Responsible
Nurse wages and benefits	Vendor
Physician medical director on-site	Vendor
Policies and Procedures development	Vendor
Medical supplies	Vendor
Minor equipment	Vendor
Repairs on existing equipment	Repairs to vendor equipment, vendor pays. Otherwise, County pays
Over-the-counter medications	Vendor
Clinical lab procedures	Vendor
Office supplies to include folders/forms	Vendor
Travel expenses	Vendor
Long-distance phone calls	Vendor
Publications and subscriptions	Vendor
Any necessary pharmacy licenses/permits	Vendor
Medical hazardous waste disposal	Vendor
All required insurance as offered	Vendor
Administrative services (cell phone, fax machine, etc.)	County will provide office furniture and space Cell Phone/Fax machine — Vendor
Training for officers in the jail on various topics	Vendor
All other specific on-site services	Vendor, but Renal Dialysis and other major chronic care would be responsibility of County
On site mental health services	Vendor
Off-site mental health services	County (if required)
On-site medical services	Vendor
Off-site medical services	County (if required)
X-ray services on-site	Vendor
X-ray services off-site	County (if required)
All prescription medications (except Feds, etc.)	Vendor (except chronic care medications)
Dental Services —Vendor responsibility thru mobile unit or local dentist provider	
Eye Services — Vendor responsibility thru mobile unit or local eye provider	

Certified Proposal Costs

Vendor proposes to perform the Scope of work for a period two (2) years with 3 (three) one (1) year renewal option if required.

Option 1

Base Costs for All Services (1st Year) _____ (16 Hours a Day 7 Days a Week)

Base Costs for All Services (2nd Year) _____ (16 Hours a Day 7 Days a Week)

Excess Prisoner Charge 1st Year _____ 2nd Year _____

Option 2

Base Cost for All Services (1st Year) _____ (24 hours a day seven days a week)

Base Cost for All Services (2nd Year) _____ (24 hours a day seven days a week)

Excess Prisoner Charge (1st year) _____ (2nd) year _____

By signature below, the submitting vendor certifies the foregoing proposal in the following respects: proposal prices are firm for a minimum of 90 days from the date of opening; this proposal is made without prior understanding, agreement, or connection with any other submitting vendor; and this proposal is in all respects fair and without collusion or fraud.

Printed Vendor Name

Signature of Vendor's Authorized Agent Date of Signature

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

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Certification of No Exceptions

Request for Proposal FY12-0110

Health Care Services for Inmates- Orangeburg- Calhoun Detention Center

The Code requires vendors to give written notice with a submission if vendor will not accept a term of the Request for Proposal and the incorporated Code as a contract term. See Code §5-304. In connection with that requirement, a vendor must complete this certification and include it in its submission.

Vendor certifies the following regarding its bid:

1. Vendor AGREES to all of the terms of the Invitation to Bid (including the incorporated Code terms) and takes NO EXCEPTIONS: Yes
No

2. Vendor does NOT AGREE to all of the terms of the Invitation to Bid (including the incorporated Code terms), and a COMPLETE LIST OF VENDOR'S EXCEPTIONS to same are listed and described below:

Yes No

Identification

Of Excepted Vendor's

Term Description of vendor's substituted term Initials

Exception 1:

Exception 2:

Exception 3:

Exception 4:

The undersigned vendor hereby certifies that the above-listed exceptions comprise the only exceptions vendor has to the Invitation to Bid (including the incorporated Code terms). The undersigned vendor understands and agrees that if it is the successful vendor, its attempt to claim any exceptions other than those listed above, shall result in the County having the right to claim the bid security bond, retract the intent to award or award, award to another vendor, and suspend and/or debar the vendor.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent 18

Certification of Preference(s)

Request for Proposals FY12-0110

Health Care Services for Inmates- Orangeburg- Calhoun Detention Center

The Code authorizes specific preferences. See Article 3. If a vendor is qualified for one or more preferences and desires to exercise the preference(s), then the vendor must complete and submit this form with its proposal. If a vendor is either (1) not qualified for any preference OR (2) is qualified, but does not desire to exercise any preference, then the vendor does not need to complete or submit this form with its proposal.

Vendor is qualified for and desires to exercise the following preference(s) as vendor has marked, below:

Preference 1. Vendor is a resident of the State of South Carolina: ____ Yes ____ No

Preference 2. Vendor is a resident of Orangeburg County, SC: ____ Yes ____ No

Preference 3. Vendor is an MBE: ____ Yes ____ No

The undersigned vendor hereby certifies that vendor is qualified for the preference(s) above to which the vendor has indicated "Yes". In addition, the undersigned vendor understands and agrees that if it is not qualified for a preference, but claims to be qualified for a preference on this form, the County shall have the right to suspend and/or debar the vendor in accordance with the Code.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent 19

Addendum Acknowledgement

Request for Proposal FY12-0110

Health Care Services for Inmates- Orangeburg- Calhoun Detention Center

Vendor acknowledges receipt of the follow Addendum to the above-described procurement, agrees that same is/are hereby incorporated and made a part of the above-described procurement as if the Addendum had been included in the original procurement documents:

Addendum No. Addendum Date Initials of Vendor's Authorized Agent

_____	_____	_____
_____	_____	_____
_____	_____	_____

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Vendor shall acknowledge completed Addendum Acknowledgement with its submission. Vendor may be disqualified from this procurement unless vendor submits a completed Addendum Acknowledgement form referring to this Addendum with vendor's submission. 20

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. 21

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.



TRANSFORMHEALTHRx

CORRECTIONAL HEALTH SERVICES AGREEMENT

This Correctional Health Services Agreement ("Agreement") is made and entered into as of this day of November 2012. by and between Orangeburg-Calhoun Law Enforcement Commission, the governing body of the Orangeburg Calhoun Detention Center (the "Detention Center"), an entity established by Orangeburg and Calhoun counties each of which is a political subdivision of the State of South Carolina (the "Commission"), and TransformHealthRx, Inc., a Georgia corporation ("THRX").

Recitals:

A. THRX does business as TransformHealthRx, and contracts with counties to provide correctional healthcare services and desires to provide such services for the Commission under the terms and conditions hereof;

B. The Commission is charged by law with responsibility for administering, managing and supervising the inmate health care delivery system of the Detention Center.

C. The objective of the Commission is to provide for the delivery of quality health care to inmates in accordance with applicable law.

D. Commission desires to enter into a health care services agreement with THRX to promote this objective.

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

ARTICLE I Health Care Services

1.01 General Engagement Commission hereby engages THRX to provide for the delivery of reasonable and necessary medical, mental and dental care to individuals under the custody and control of Commission and detained at the Detention Center (inmates) and THRX hereby accepts such engagement according to the terms and provisions hereof.

1.02 Scope of Services THRX will provide on a regular basis professional medical, mental health and related health care administrative services for the inmates, including a program to review preliminary screening of inmates, a health evaluation of each inmate following admission to facility, regularly scheduled sick call, nursing coverage, regular physician/physician extender visits on site, medical specialty service administration, emergency medical care, medical records management, pharmacy services, a quality assurance program, and administrative support services. "The Scope of Services" is further described on Exhibit A attached to and incorporated in this Agreement.

1.03 Specialty Services THRX will arrange specialty care services on-site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on site, THRX will make appropriate off-site arrangements for the rendering of such care. Commission will be responsible for the cost of specialty services.

1.04 Dental THRX will arrange for dental services for the inmates. THRX will review those invoices and forward to the Commission for payment.

1.05 Emergency Services THRX will provide emergency medical treatment to inmates as necessary and appropriate on site. If offsite emergency services become necessary, THRX will use its best efforts to use the RMC Contract for such services. With the assistance of the Detention Center's officers and 911 services, THRX will arrange for emergency services to be provided at local hospitals. Commission will be responsible for the cost of emergency transportation and treatment.

1.06 Hospitalization Services THRX will use its best efforts to use the RMC Contract for hospitalization services. THRX will arrange for admission and hospitalization of any inmate, who in the opinion of THRX's medical director requires hospitalization. Commission shall be responsible for the cost of the hospitalization.

1.07 Infant Care THRX will provide health services to any pregnant inmate, but health care services provided to an infant following birth will be the sole responsibility of the Commission.

1.08 Elective Medical Care THRX will not be responsible for the provision of elective medical care to inmates. For purposes of this agreement, "elective medical care" means medical care which if not provided would not, in the opinion of THRX's medical director, cause an inmate's health to deteriorate or cause harm to an inmate's well-being.

1.09 Transportation Services To the extent any inmate requires off-site health care treatment (e.g. hospitalization, specialty services, etc), Commission will provide appropriate transportation services as requested by THRX. Routine transfers will be the responsibility of the Commission in regards to off-site non-emergency medical treatment.

1.10 Medications and Supplies THRX shall provide all medications and supplies necessary to render services. THRX represents to Commission that THRX has arrangements in place for THRX to obtain medications and supplies at a discount due to THRX's bulk

buying power. All supplies and medications required to render care are the financial responsibility of the Commission and THRX shall charge Commission as follows using the discounted prices or THRX's actual cost. Original invoices will be provided from the vendor to the Commission. THRX uses a controlled generic formulary for medications. The formulary mentioned is changed from time to time based on need. THRX will review and track those invoices and then forward to Commission for payment,

ARTICLE H

Personnel

2.01 Staffing THRX will provide medical and mental health personnel necessary for the rendering of health care services to inmates as contemplated herein

The THRX staffing plan gives on-site staff at the jail 16 hours, 7 days a week with the exclusion of all Commission Holidays. Sick call will be performed 5 days weekly, as needed. On call coverage will be available 24 hours, seven days a week, to respond to phone calls from designated jail staff during after-hours and, when necessary, report to the facility for inmate assessment and treatment. After hours call backs to the facility are based on an hourly rate. This is an additional expense to the Commission_ Physician or Physician extender for weekly onsite visits. Mental Health providers will be available for assessments weekly. **The medical department observes all Commission holidays.**

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

2.02 Licensure, Certification and Registration of Personnel All personnel provided or made available by THRX to render services hereunder will be licensed, certified, or registered, as appropriate, in their respective areas of expertise pursuant to applicable SC law.

2.03 Commission Satisfaction with Health Care Personnel If Commission should become dissatisfied with any health care personnel provided by THRX hereunder, THRX, in recognition of the sensitive nature of correctional services, will, following receipt of written notice from Commission of its dissatisfaction and the reasons thereof, exercise its best efforts to resolve the problem and, if the problem is not resolved, remove the individual about whom Commission has expressed its dissatisfaction. THRX will be allowed a reasonable time prior to removal to find an acceptable replacement. For purposes of this section, notice from the Detention Center's chief executive shall constitute notice from the Commission.

2.04 Use of inmates in the Provision of Health Care Services Inmates will not be employed or otherwise engaged by either THRX or Commission in the direct rendering of any health care services. Inmates may be used in positions not involving the rendering of health care services to inmates as THRX and Commission may mutually agree.

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

2.06 Discrimination THRX will recruit, select, train, promote, transfer, and release its personnel as contemplated hereunder, without regard to race, color, religion, national origin, handicap, age or sex (except where age, sex, or handicap is a bona fide occupational qualification) Further, THRX will administer its other personnel policies without regard to race, color, religion, national origin, age or sex.

ARTICLE HI

Reports and Records

3.01 Medical Records THRX will cause to be maintained a medical record for each inmate who has received health care services. This medical record will be maintained pursuant to applicable law and will be kept separate from the inmate's confinement record. A copy of the applicable medical record information will be available to accompany any inmate who is transferred from the facility to another location for off-site services. Medical records will be kept confidential, and THRX will follow the Commission's policy with regard to access by inmates and facility staff to medical records subject to applicable law regarding confidentiality of such records. No information contained in the medical records will be released by THRX except as provided by Commission policy, by a court order, or otherwise in accordance with applicable law. The parties acknowledge that the Commission does not currently have a policy with regard to access by inmates and facility staff to medical records. The parties agree that THRX will provide such a policy to the Commission and that THRX will then enforce that policy.

3.02 Inmate Health Insurance THRX may seek and obtain from any inmate information concerning any health insurance the inmate might have that would cover any off site services rendered by providers hereunder and Commission will cooperate fully with THRX in its obligation hereunder.

3.03 Inmate information In order to assist THRX in providing the best possible health care services to inmates, Commission will provide THRX information pertaining to inmates that THRX identifies as reasonable and necessary for THRX adequately to perform its obligations hereunder.

3.04 Records Available to Commission with Limitations on Disclosure THRX will make available at the Commission's request, all records, documents and other papers relating to the direct delivery of health care services to inmates hereunder; provided,

however, that Commission understands that the systems, methods, procedures, written materials and other controls employed by THRX in the performance of its obligations hereunder are proprietary in nature and will remain the property of THRX and may not at any time, be used, distributed, copied, or otherwise utilized by Commission, except in connection with the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by THRX,

3.05 Commission Records Available to THRX with Limitations on Disclosure During the terms of this Agreement and for a reasonable time thereafter, Commission will provide THRX, at THRX's request, Commission's records relating to the provision of health care services to inmates as may be requested by THRX or as pertinent to the investigation or defense of any claim related to THRX conduct. Commission will make available to THRX such records as are maintained by Commission, hospitals, and other outside health care providers involved in the care and treatment of inmates (to the extent Commission has any claim to those records) as THRX may reasonably request consistent with applicable law; provided, however, that any such information the Commission releases to THRX shall be treated by THRX as confidential, and THRX will not, except as may be required by law, distribute same to any third party without the prior written approval of Commission.

ARTICLE 1V

Security

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

4.02 Transportation Off-site Commission will provide security as necessary and appropriate in connection with the transportation of any inmate between the facility and other location for off-site services as contemplated herein.

ARTICLE V

Office Space and Equipment

5.01 Office Space and Support The Commission agrees to provide THRX with office space, facility, office furniture, utilities (including telephone and internet access), computer with printer, copier, scanner, fax sufficient to enable THRX to perform its obligations hereunder.

5.02 General Services Commission will provide for each inmate receiving health care services no less than full range of services and facility provided by Commission for

other inmates at the facility including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

5.03 Equipment Commission will provide appropriate equipment sufficient to enable THRX to perform its obligations hereunder. Commission will own this equipment. Medical Diagnostic equipment necessary for rendering care will be purchased for the Commission and billed back to the Commission over a 6 month period. In the event that the contract is terminated prior to completion of payments for equipment, the balance will be billed to the Commission on the last bill. "Exam room set up medical supplies and equipment" is further described on Exhibit B attached to and incorporated in this Agreement.

ARTICLE VI

Term and Termination of Agreement

6.01 Term This Agreement shall be for a term of one year commencing on the date of this Agreement, subject to earlier termination in accordance with this Agreement. Unless either the Commission or THRX gives written notice of nonrenewal to the other party at least sixty (60) calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for additional periods of one year each.

6.02 Termination With or Without Cause This Agreement may be terminated at any time by either the Commission or THRX, with or without cause, by providing the other party at least sixty (60) calendar days' prior written notice.

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

ARTICLE VII

Compensation

7.01 Base Compensation Commission will pay THRX the sum of \$364,804 for services provided by THRX in year one. Payments will be \$30,400.33 per month. This compensation level assumes a maximum inmate population of 350.

7.02 Per Diem Commission agrees to compensate THRX \$0.75 per inmate per day when the daily census is greater than 420.

7.03 Monthly Fee No later than the 10th day of each calendar month for which a THRX invoice is received, Commission agrees to pay to THRX the amount of \$30,400.33.

7.04 Additional Fees The Commission shall be responsible for medical supplies, equipment and other items that may be required by THRX or the Physician or Physician Extender to provide adequate Medical Services under this Agreement. The invoiced amount of such medical supplies, equipment and other items shall be the actual cost. No later than the 10th day of the calendar month immediately following the receipt of the THRX invoice, the Commission shall pay to THRX the amount invoiced for medical supplies, equipment and other items purchased during the immediately preceding calendar month.

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

ARTICLE VIII Liability and Risk Management

8.01 THRX shall ensure that the Physician or Physician Extender maintains, throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Physician or Physician Extender, in the minimum annual coverage amounts of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, with an insurance company reasonably satisfactory to THRX and Commission. THRX will require the Physician or Physician Extender to immediately notify THRX and Commission in the event that (i) such Physician or Physician Extender does not at any time maintain the required coverage set forth above, or (ii) such Physician or Physician Extender receives notice of any claim or claims that will materially erode the available benefits provided by the above insurance coverage. In either such event, THRX shall promptly secure comparable coverage for the Physician or Physician Extender, or shall remove and replace such Physician or Physician Extender with another qualified Physician or Physician Extender. THRX shall provide Commission proof of such professional liability insurance maintained by the Physician or Physician Extender in accordance with paragraph (c) below.

8.02 "THRX shall, at its own cost and expense, obtain and maintain in full force and effect, during the term of this Agreement, with insurers reasonably satisfactory to Commission, the following insurance coverage: (i) workers' compensation insurance as required by the law of the state where services are rendered; (ii) commercial general liability insurance including broad form contractual liability coverage with a \$1,000,000 per occurrence and a \$3,000,000 general aggregate limit. Insurance of THRX shall be deemed primary for injuries caused by the negligence or willful misconduct of THRX.

8.03 THRX shall provide Commission with certificates of insurance evidencing the coverage required hereunder within thirty (30) days after execution of this Agreement. Each policy required hereunder shall provide that Commission shall receive fifteen (15)

days' advance written notice in the event of a cancellation or material change in such policy. With the exception of insurance coverage listed in (i) and (ii) above, each policy of insurance which THRX is required to possess under this Agreement shall name Commission, its subsidiaries, employees, officers, directors and shareholders, as additional insured as respects the insurance policies herein required.

8.04 To the fullest extent permitted by law, THRX hereby agrees to indemnify, defend, and hold harmless the Commission, its subsidiaries, and the directors, officers, representatives, agents, employees of each or any such entity, from and against any and all claims, losses, damages, expenses and all other liabilities arising out of or resulting from performance or failure to perform under this Agreement by THRX (or any of its agents, employees or subcontractors) including, without limitation, demands, claims, suits, or actions of any character presented or brought for any injuries (including death) to persons arising out of any negligent (including strict liability), wanton or intentional act or omission of THRX, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any one of them may be liable, and whether or not the same be caused by or arise out of the joint, concurrent, or contributory negligence of any person or entity of Commission.

ARTICLE IX

Miscellaneous

9.01 Responsibilities of Parties THRX and Commission are independent contractors in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venture or partner of the other. All persons furnished, used, retained or hired by or on behalf of THRX shall be considered to be solely the employees or agents or designees of THRX. THRX agrees that it (i) is responsible for payment of any kind and all unemployment, social security, and other payroll taxes for its employees and agents, as applicable, including any related assessments and contributions required by law; and (ii) will assure by contractual provisions that any subcontractors and/or their designees shall provide that they shall be solely responsible for payment of any and all applicable unemployment, social security, and other payroll taxes for their employees and agents, to the same extent as set forth in (i) above.

9.02 Notice All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 9.01. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) personally delivered or (c) sent by telecopy with a receipt confirmation. Notices mailed pursuant to this Section 9.01 shall be deemed given as of three days after the official U.S. Postmark date and notices personally delivered shall be deemed given at time of receipt. Notices sent by telecopy with receipt confirmation shall be deemed received one day thereafter.

9.03 Transferability Except as provided in Section 9.01, neither the Commission nor THRX may assign or otherwise transfer this Agreement to a third party without the prior written consent of the other party, which may be given or withheld by the other party in its sole discretion. THRX acknowledges that the Counties are in the authorization stage of changing the governing body of the Detention Center from the Commission to Orangeburg County and THRX agrees that in the event that the authorization described occurs, THRX will substitute the County as the successor-in-interest to the Commission as party to this Agreement.

9.04 Non-Compete. In the event of Termination, for a period of one (1) year, Commission shall not use directly or indirectly the onsite professional healthcare services of the Physician, physician extender, nurse or support staff furnished by THRX.

9.05 Entire Agreement; Amendment This Agreement constitutes the entire agreement between the Commission and THRX with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both of the Commission and THRX.

9.06 Governing Law This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of South Carolina, without giving effect to its conflict of laws provisions.

9.07 Non-Disclosure THRX acknowledges and agrees that the South Carolina Freedom of Information Act (SCFOIA) applies to this Agreement and, as a result, all documentation regarding this Agreement may be required to be disclosed by the Commission in response to a SCFOIA request. Subject to SCFOIA disclosure, the Commission and THRX shall take all reasonable steps to insure that information with respect to the terms of this Agreement or with respect to the business of the Commission and THRX acquired by virtue of the position of the other party under this Agreement shall not be disclosed or used outside of the business of either party; provided, however, the foregoing restriction shall not apply to information (a) provided to government authorities as required by applicable law or applicable regulation or consented to by the patient; (b) furnished to healthcare providers involved in a particular patient's case; (c) which is or becomes public knowledge through no fault of either party; or (d) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order. THRX acknowledges that the Counties are in the authorization stage of changing the governing body of the Detention Center from the Commission to Orangeburg County and THRX agrees that in the event that the authorization described occurs, THRX agrees to substitute the County as the successor-in-interest to the Commission as party to the Agreement.

9.08 Successors This Agreement is binding upon the parties, their successors and assigns. Thirty (30) days notice of any material change in ownership, management, etc. shall be given the other party by the party experiencing the change.

9.09 Third Party Contracts. THRX acknowledges that it is aware of the following contracts that are in effect between the Commission and the named parties (the "Third Party Contracts") and THRX agrees to honor same during the Term of this Agreement;

1. Agreement for Medical Claims Administration Management and Medical Insurance with Correctional Risk Services (dated March 1, 2010) (the "CRS Contract"); and
2. Agreement for the Payment of Medical Care with the Regional Medical Center of Orangeburg and Calhoun Counties (effective November 1, 2010) (the "RMC Contract")

THRX acknowledges that (1) the subject matter of the CRS Contract overlaps with the term of this Agreement regarding THRX's services of reviewing medical bills and (2) the subject matter of the RMC Contract offers cost-saving benefits in the provision of the hospital services. Orangeburg County plans to use its best efforts to become the Successor-in-Interest to the Third Party Contracts. If Orangeburg County is successful in that endeavor, THRX shall honor the terms of the Third Party Contracts. Honoring the terms of the Third Party Contracts, includes, but is not limited to, THRX (1) allowing CRS to have first priority in reviewing and attempting to negotiate fees charged to the County for medical services and expenses provided to persons detained at the Detention Center (except that CRS shall not review this Agreement for those purposes); and (2) using the RMC as the hospital of first choice for healthcare services rendered to persons detained at the Detention Center.

9.10 Telecopied Signatures Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

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

Orangeburg-Calhoun Law Enforcement
Commission

TranstbrmHealthRx

Name: Robert Hooper

Name: Brandy McDonald

Title: Chairman

Title: Director, Operations

Address: 1520 Ellis Avenue
Orangeburg, SC 29116

Address: 1221 Merchants Way
Suite 302
Statesboro, GA 30458

Mailing: P.O. Box 9000
Orangeburg, SC 29116-9000

Mailing: 1221 Merchants Way
Suite 302
Statesboro, GA 30458

EXHIBIT A
"SCOPE OF SERVICES"

Services related to non-surgical routine office visit to a doctor's office, excluding laboratory work, radiology and surgical procedures other than minor procedures, including, but not limited to the following:

Sore throats/ears/headache

Strains/sprains/musculoskeletal problems

Non-specific abdominal pain

Non-specific chest pain

Cough

Sinus

Allergy injections, not including Allergy Testing

Rashes

Acute urinary complaints

Personal hygiene related problems

Acute injuries/Acute routine office procedures

Ordinary and routine care of the nature of a visit to the doctor's office

Disease State Management

**EXHIBIT B
EXAM ROOM SET UP
MEDICAL SUPPLIES AND EQUIPMENT**

Other items may be required by the Physician or Physician Extender to deliver Medical Services in accordance with the Agreement.

Exam table: stool	\$1,406.47
Gooseneck light	\$56.83
Diag Set 3.5V Halogen/Disposable covers	\$258.31
Sundry jars (6)	\$19.74
Otoscope	\$750.92
Pillow/pillow covers (cloth and disposable)	\$38.64
Table paper	\$22.19
Quintet Promo with strips	\$73.84
4 X 4's	\$5.54
Tongue depressors	\$5.27
Needles (various sizes)	\$22.81
Syringes	\$10.95
Cotton balls	\$7.07
Alcohol	\$1.69
Blood pressure cuffs	\$19.00
Stethoscope	\$ 15.00
Surgical tape	\$8.70
Biohazard bags	\$52.00
Phlebotomy Chair	\$440.47
EKG Machine & cart	53,172.02
Med Cart	\$300.00
Gloves	\$19.92
Disinfectant	\$17,22
Waste cans (2)	\$100.28
Waste can liners	\$23.49
Cold pack	\$10.00
Suture supplies	\$94.92
Urinalysis supplies	523,26
Strep testing supplies	\$49.83
3" Elastic bandage	\$6.03
Disposable gowns	\$17.79
Disposable drapes	\$17.79
Thermometer (freezer)	\$25.00
Medications/Injections (by physician or Physician Extender order)	various
Emesis basins	\$8.22
Lab supplies (Tubes, requisitions, tourniquets)	various
Vital Spot Monitor	\$2,608.26
Sharps containers (3)	\$13.86
Nebulizer	\$63.12

Prices are subject to change without notice. Upon completion of a site assessment we will be able to provide a list of equipment and supplies needed along with the cost of each item.

TRANSFORMHEALTHRX

FIRST AMENDMENT TO CORRECTIONAL HEALTH SERVICES AGREEMENT

This First Amendment to Correctional Health Services Agreement ("First Amendment") is made and entered into as of this day of , 2012, by and between OrangeburgCalhoun Law Enforcement Commission ("Commission") a commission created by Orangeburg and Calhoun counties ("Counties"), each of which is a political subdivision of the State of South Carolina and is governed by its respective governing body, the Orangeburg County Council and the Calhoun County Council and TransformHealthRx, Inc., a Georgia corporation ("THRX")

Recitals

A. Contemporaneous with the execution of this First Amendment, the Commission and THRX executed a document titled "Correctional Health Services Agreement" ("Agreement") which is THRX's form contract regarding correctional health services.

B. The THRX form contract contains a few provisions that do not apply to what the parties have agreed. In addition, the THRX contract does not contain all of the provisions to which the parties have agreed.

C. The purpose of this First Amendment is to identify the provisions in the form contract that the parties agree do not apply to their agreement and identify those provisions missing from the form contract that the parties agree apply to their agreement.

D. Unless expressly identified in this First Amendment, the provisions of the Agreement remain in place and are to be used with the new provisions expressly identified in this first Amendment to govern the parties' relationship.

ARTICLE III

Reports and Records

The parties modify the following section to add the following to the Agreement:

3.01 The parties acknowledge that the Commission does not currently have a policy with regard to access by inmates and facility staff to medical records subject to applicable law regarding confidentiality of such records. The parties agree that THRX will provide such a policy to the Commission and that THRX will then enforce that policy.

ARTICLE IV

Security



SECOND AMENDMENT TO CORRECTIONAL HEALTH SERVICES AGREEMENT

This Second Amendment to Correctional Health Services Agreement (the "Second Amendment") is made and entered into effective as of June 1, 2013, by and between Orangeburg County, the successor-in-interest to the Orangeburg-Calhoun Law Enforcement Commission (the "County") and TransformHealthRx (the "THRX").

Change in Services:

- I. The parties entered into a contract titled "Correctional Health Services Agreement" (the "Original Agreement"). The parties amended the Original Agreement with a document titled "First Amendment to Correctional Health Services Agreement" (the "First Amendment") regarding Article HI Reports and Records, Article IV Security and Article V Office Space and Equipment. Unless expressly identified in this Second Amendment, the provisions of the Original Agreement, as amended by the First Amendment, remain in place and are to be used with the new provisions expressly identified in this Second Amendment to govern the parties' relationship.
2. The parties modify the following sections of the Original Agreement:
 - a. Scope of Services. To add a Section 1.03.01 which will read as follows:

1.03.01 Mental Health. Mental health services for inmates at the Detention Center shall be provided by Correctional Behavioral Health ("CBH"). A copy of the Service Contract between the County and CBH (the "CBH Contract") regarding the provision of mental health services for inmates is attached to this Second Amendment. THRX shall coordinate with CBH regarding CBH's delivery of services under the CBH Contract, specifically including acting as the County's point of contact for decisions under the CBH Contract that refers to "medical staff." THRX will monitor CBH's provision of mental health services and will notify the County of any deficiencies in CBH's provision of mental health services. THRX is relieved of any duty it undertook in the Agreement regarding the provision of mental health services other than as set forth in this paragraph.
 - b. Compensation. To modify Section 7.01 and 7_03 to remove \$30,400.33 as the monthly payment and substitute in place thereof \$28,400.33.

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

Orangeburg County

By: 

TransformHealthRx, Inc.

By: 

Certified Proposal Costs FY14-1209 (Please complete and return)

Vendor proposes to perform the Scope of work for a period one (1) year with a renewal option if required.

Option 1

Base Costs for All Services (1st Year) _____ (16 Hours a Day 7 Days a Week)

Excess Prisoner Charge 1st Year _____ 2nd Year _____

Option 2

Base Cost for All Services (1st Year) _____ (24 hours a day seven days a week)

Excess Prisoner Charge (1st year) _____ (2nd) year _____

By signature below, the submitting vendor certifies the foregoing proposal in the following respects: proposal prices are firm for a minimum of 90 days from the date of opening; this proposal is made without prior understanding, agreement, or connection with any other submitting vendor; and this proposal is in all respects fair and without collusion or fraud.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Date of Signature

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Code and Articles Acknowledgement (Please complete and return)

Request for Proposal FY14-1209 Health Care Services Inmates- Orangeburg Detention Center

Incorporation by Reference.

Articles 1 through 7 of the Code are incorporated by reference as if set forth verbatim in this Invitation to Bid. As stated in the Code, by submitting a proposal, the vendor agrees that the Code governs this procurement from solicitation through completion of the resulting contract, including disputes, if any.

ACCESS TO CODE. On November 16, 2009, Orangeburg County Council, the governing body of Orangeburg County, repealed all aspects of its procurement policy and enacted the Orangeburg County Procurement Code (the "Code"). The Code may be accessed online without charge at <http://www.orangeburgcounty.org/Purchasing/code.html> In addition; a copy of the Code is available for review without charge at the Office of the Procurement Director. If neither of those options meets your needs, a hard-copy of the Code is also available for purchase at the Office of the Procurement Director.

<http://www.orangeburgcounty.org/>_____or

Method of Source Selection.

The source selection method applicable to this procurement is Competitive Sealed Proposal Services, see Code §5-304.

The undersigned vendor understands and agrees to be bound to the Code regarding all matters arising from the Request for Proposal identified above.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Addendum Acknowledgement (Return this document)
Request for Proposal FY14-1209
Health Care Services for Inmates- Orangeburg- Calhoun Detention Center

Vendor acknowledges receipt of the follow Addendum to the above-describe procurement, agrees that same is/are hereby incorporated and made a part of the above-described procurement as if the Addendum had been included in the original procurement documents:

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initials of Vendor's Authorized Agent</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Vendor shall acknowledge completed Addendum Acknowledgement with its submission.
Vendor may be disqualified from this procurement unless vendor submits a completed Addendum Acknowledgement form referring to this Addendum with vendor's submission.

Vendor Qualifications and Other Information(Please complete and return)

Vendor shall provide with its RFP, the following which should be collated, fastened together, and clearly labeled "Vendor's Certification of Qualifications and Information for Request for Proposal FY14-1209. Vendors interested in being considered for this proposal should respond with one (1) original and (3) copies of the following information:

1. Letter of Interest- To include whether the firm is a partnership, corporation, or sole proprietorship. Identify location and who will be primarily responsible contact, and any other pertinent information. —Limit to 3 typewritten pages.
2. Brief implementation Plan
3. Documentation of vendor's general comparative experience(s) to demonstrate vendor has a minimum of three (3) years correctional inmate medical service experience providing full, on-site operation. The minimum general comparative experience for this procurement is the successful completion of three (3) years of correctional inmate medical service experience. All three (3) years do not have to be with the same correctional client: vendor may accumulate the three (3) year minimum from vendor's service to several correctional clients.
4. Documentation of vendor's specific comparative experience(s) to demonstrate that vendor has a minimum of one successfully completed, one-year period of being the exclusive provider of medical services to a confined population of 300 or more. The minimum specific comparative experience required for this procurement is one successfully completed, one-year period of being the exclusive provider of medical services to a confined population numbering 300 or more. The description of vendor's experience(s) should highlight whatever parallels vendor believes exist between the procurement described in RFP No. FY14-1209.
5. Documentation of a contractual relationship between vendor and a client for a current or recent medical services contract pursuant to which vendor has been the exclusive provider on a daily basis for 300 or more of each of the following services: medical, dental, health care personnel and program support services. The minimum contractual relationship required for this procurement is one successfully completed, one-year period. Please limit documentation to no more than five (5) contracts.
6. Three positive client references.
7. Documentation of the qualifications of vendor's proposed staff for each of the following key positions, including, where noted, confirmation that vendor shall fill the position with a person who possesses the minimum qualifications:
 - o Medical Director (MD, PA, FNP)
 - o Nurse Admin RN/LPN
 - o Med Tech
8. Vendor's current organizational chart and a description of the general history of the vendor and a Staffing Model — up to 350 Inmates.

9. Documentation of the vendor's financial stability, such as a copy of its most recent annual report

10. A list of vendor's general or medical service affiliations 11. A description of any litigation within the last 10 years to which vendor has been a party

Certification of No Exceptions (Please complete and return)

Request for Proposal FY14-1209

Health Care Services for Inmates- Orangeburg

The Code requires vendors to give written notice with a submission if vendor will not accept a term of the Request for Proposal and the incorporated Code as a contract term. See Code §5-304. In connection with that requirement, a vendor must complete this certification and include it in its submission.

Vendor certifies the following regarding its bid:

1. Vendor AGREES to all of the terms of the Invitation to Bid including the incorporated Code terms) and takes NO EXCEPTIONS: Yes No

Vendor does NOT AGREE to all of the terms of the Invitation to Bid (including the incorporated Code terms), and a COMPLETE LIST OF VENDOR'S EXCEPTIONS to same are listed and described below:

Identification	<input type="checkbox"/> Yes	_____
Of Excepted	<input checked="" type="checkbox"/> NO	_____

Vendor's	_____	_____	_____
Term	Description of vendor's substituted term	Initials	_____

Exception 1:

Exception 2:

Exception 3:

Exception 4:

The undersigned vendor hereby certifies that the above-listed exceptions comprise the only exceptions vendor has to the Invitation to Bid (including the incorporated Code terms). The undersigned vendor understands and agrees that if it is the successful vendor, its attempt to claim any exceptions other than those listed above, shall result in the County having the right to claim the bid security bond, retract the intent to award or award, award to another vendor, and suspend and/or debar the vendor.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent

Certification of Preference(s) (Complete and Return)
Request for Proposals FY14-1209
Health Care Services for Inmates- Orangeburg County

The Code authorizes specific preferences. See Article 3. If a vendor is qualified for one or more preferences and desires to exercise the preference(s), then the vendor must complete and submit this form with its proposal. If a vendor is either (1) not qualified for any preference OR (2) is qualified, but does not desire to exercise any preference, then the vendor does not need to complete or submit this form with its proposal.

Vendor is qualified for and desires to exercise the following preference(s) as vendor has marked, below:

	Yes	No
Preference 1. Vendor is a resident of the State of South Carolina:	=====	=====
Preference 2. Vendor is a resident of Orangeburg County, SC:	=====	=====
Preference 3. Vendor is an MBE:	=====	=====

I undersigned vendor hereby certifies that vendor is qualified for the preference(s) above to which the vendor has indicated "Yes". In addition, the undersigned vendor understands and agrees that if it is not qualified for a preference, but claims to be qualified for a preference on this form, the County shall have the right to suspend and/or debar the vendor in accordance with the Code.

Printed Vendor Name

Signature of Vendor's Authorized Agent

Printed Name of Vendor's Authorized Agent

Title with Vendor of Vendor's Authorized Agent