

Title and Summary

Request for Proposal: FY17-1130 (Pages 1 thru 28)
Request for Proposal: Health Care Services for Inmates- Orangeburg County Detention Center
RFP Bid Publication: As follows: 11/04/2016 <http://www.orangeburgcounty.org/>
11/04/2016 Bulletin board, Basement Fl., Admin. Centre
RFP Composition: RFP No. FY16-1130 is composed of the following:
•Title and Summary pages
Code Articles 1 through 7
Background
Objectives
Scope of Work
Deliverables
Vendor Qualifications and Information
Evaluation Criteria
Deliantion of Costs
Certified Proposal Costs Sheet
Certification of No Exceptions
Certification of Preference(s)
Addendum Acknowledgement
Appendix A
Sample Contract – Orangeburg County

Invitation
Amendments: If any, will be published/posted on the following:
<http://www.orangeburgcounty.org/>
Bulletin boards located in/on
Administrative Centre, Procurement Office

Contracting Entity: A political subdivision of the State of S. C.
Orangeburg County, S. C. ('Owner')

Procurement
Coordinator: Procurement Director Jannella Shuler Orangeburg County
Procurement Office 1437 Amelia St. ("Administrative Center")
Basement Fl. Orangeburg SC 29115
(803) 533-6121 Office phone number (803) 535-2307 Office
fax number or e-mail jshuler@orangeburgcounty.org

Pre-Submission of Proposal

Requirements:

Vendors can request a site visit by appointment only.

Contacts

Director Vernetia Dozier (803) 539-2093 M-F 10:00 — 11:00 only

Questions: If vendors have questions, same shall be

Directed to Procurement Director

Mode of Communication via e-mail only-jshuler@orangeburgcounty.org

No later than November 21, 2016 11:00 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

Vendor's Certification of Qualifications and Information

Certification of No Exceptions

Certification of Preference(s)

Addendum Acknowledgment Form

NO BID SECURITY REQUIRED

SAMPLE CONTRACT IF AVAILABLE

Submission Deadline: November 30, 2016 2:00 P.M (No Late Proposals will be accepted)

Submission Location: Orangeburg County Procurement Office

Opening Time: 2:00 P.M. (Only names of proposers will be read aloud)

Opening Location: Orangeburg County Procurement Office Basement 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 FY17-1130 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 Proposal 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

Background

Orangeburg County, 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 one year contract. See enclosed Orangeburg County sample contract for renewal terms. 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, Orangeburg County 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 Orangeburg County
3. To operate a health care program at adequate nursing staff Monday thru Sunday, seven (7) days per week 24 hours per day 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 Council/ Administrator 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 FY16-1130, 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 Detention Center under the authority of the Orangeburg County 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.

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.

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 (to include Workmen's Compensation) 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 FY17-1130. 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. FY17-1130.
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:
 - Medical Director (MD, PA, FNP)
 - Nurse Admin RN/LPN
 - 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. FY17-1130 Health Care Services — Orangeburg County

If the County decides to go forward with the procurement, the award shall be made to the vendor whose proposal the County determines to be the most advantageous to the County taking into consideration the evaluation factors stated in this section. The evaluation shall be based in part on the County'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. 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 one (1) year with 2 (two) one (1) year renewal option if required.

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

Excess Prisoner Charge (1 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

Certification of No Exceptions

Request for Proposal FY17-1130

Health Care Services for Inmates- Orangeburg County

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 Request for Proposal (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)

Request for Proposals FY17-1130

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 it 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

Addendum Acknowledgement

Request for Proposal FY17-1130

Health Care Services for Inmates- Orangeburg County

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.

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) (0) 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.

SAMPLE CONTRACT FOR ORANGEBURG COUNTY – VIEWING ONLY

The Parties hereby agree as follows:

- 1. Contract Documents.** The Contract is comprised of this document and the following documents which are attached and incorporated in this Contract by reference as if set forth verbatim here (cumulatively “Contract Documents”):
 - A.** Description of Scope of Work (Attachment #1)
 - B.** Contractor’s Certified Price Proposal FY17-____ and additional cost of staffing the Medical Team Administrator position with an RN (Attachment #2);
 - C.** Contractor’s Representations to Owner (Attachment #3); and
 - D.** Article 7 of the Orangeburg County Procurement Code (Attachment #4).

To the extent that there is a conflict between the terms of the various Contract Documents, the terms stated in this document shall govern and any conflicting terms in the attachments shall not bind the Parties.

- 2. Deviations.** To be enforceable against the Owner as a term of this Contract, any deviation from the Scope of Work must receive the appropriate level of authorization from the Owner. If the Contract Price is \$20,000 or under, then the authorization level necessary to bind the Owner to a deviation is written approval from the County Administrator; if the Contract Price exceeds \$20,000, then the authorization level necessary to bind the Owner to a deviation is a favorable vote of the Orangeburg County Council.

3. Term; Renewal:

- A.** Initial Term. The term of the Contract is one (1) year, which shall begin at 12:01 a.m. on January __, 2017 and shall expire at 12:00 a.m. on January __, 2018 (the “Initial Term”).
- B.** Automatic Renewal Term. If neither Party timely notifies the other of termination to be effective at the end of the Initial Term, then the Contract will renew for a one (1) year renewal term (the “First Renewal Term”). Under those circumstances, if neither Party timely notifies the other of termination to be effective at the conclusion of the First Renewal Term, then the Contract will renew for a one (1) year renewal term (the “Second Renewal Term”). Under those circumstances, the Contract will automatically expire without an option to renew at the conclusion of the Second Renewal Term.

For purposes of automatic renewal, timely notice shall be notice received by the other party at least 90 days in advance of the expiration of the relevant term.

- C.** Early Termination. The Initial Term or a Renewal Term may be ended prior to expiration of the relevant term, but only in accordance with the Early Termination provision of this Contract.

4. Contractor’s Duties.

- A. Scope of Work.** In accordance with the Contractor’s Certified Price Proposal (Attachment #2), the Contractor shall:

- i. Begin performing the Scope of Work on the Effective Date;
- ii. Diligently prosecute completion of the Scope of Work from the Effective Date through completion of the Initial or, if applicable, any Renewal Term;
- iii. Perform the Scope of Work without unauthorized deviation; and
- iv. Complete the Scope of Work on a timely basis.

B. Representations. In entering into this Contract, Owner relied upon Contractor’s Representations (Attachment #3). As a result, Contractor shall perform the Scope of Work in accordance with the Representations.

C. Other Contracts. Contractor is aware of the Other Contracts that the Owner has in place regarding healthcare services for reducing certain off site medical costs. Contractor shall cooperate with the Owner by using the benefits accorded Owner under the Other Contracts regarding off site medical services.

D. Field Representative. The Contractor shall designate a person as Contractor’s Designated Field Representative and, until further written notice from the Contractor, that person is identified as follows:

Name:

Contact Information:

Mobile:

Office:

E-Mail:

5. Owner’s Duties.

A. Payment. In exchange for Contractor’s performance of the Scope of Work timely and without deviation, the Owner shall pay the Contractor the Contract Price and, if applicable, per diem in accordance with the Price Terms section of this Contract.

B. Field Representative. Owner shall designate a person as Owner’s Designated Field Representative and, until further written notice from Owner, that person is identified as follows:

Name:

Vernetia Dozier, Director

Contact Information:

Mobile: (803) 747-5479

Office: (803) 539-2093

E-Mail: vdozier@orangeburgcounty.org

6. Price Terms.

A. Contract Price.

i. Initial Term. In accordance with the Contractor’s Certified Price Proposal and its post-award Additional Cost of Staffing Medical Team Administrator Position With an RN (Attachment #2), the Contract Price for the Initial Term shall be \$_____ and the per diem rate shall be \$.___ for each inmate per month in excess of the Average Daily Population Limit.

ii. Renewal Term. The Contract Price and per diem rate during the first Renewal Term, if any, shall be 2% higher than the Contract Price and per diem rate for

the Initial Term. The Contract Price and per diem rate for the second Renewal Term, if any, shall be 2% higher than for the first Renewal Term.

B. Payment Schedule. The Contract Price shall be payable on a monthly basis (the "Monthly Installment"). With the exception of the beginning and ending calendar months of any term, each Monthly Installment shall be in the amount of \$____.00. As to the beginning and ending calendar months of any term, the Monthly Installment shall be prorated.

Upon completion of the signatures necessary to bind the Parties to this Contract, Owner shall pay Contractor the following sum: (1) a prorated Monthly Installment covering the period of January __, 2017 through January 31, 2017 which prorated amount is \$_____ and (2) the Monthly Installment for the month of February, 2017. Thereafter, Owner shall pay Contractor the Monthly Installment on or before the tenth calendar day of the month in which Contractor is to render services for an entire month.

Any applicable per diem charges shall be billed in addition to the Contract's base Contract Price and shall be billed on a separate invoice following the month in which the population exceeded the Average Daily Population Limit, as may apply.

C. Early Termination. If the Initial Term or a Renewal Term is terminated in accordance with the Early Termination provision of this Contract, the Contract Price and the Monthly Installment shall be adjusted in the following manner: (1) the Contract Price shall be reduced by the Monthly Installment for each calendar month of the term in which services are not to be rendered due to the Early Termination; and (2) the final Monthly Installment shall be reduced on a pro rata basis for each day of the month in which services are not rendered due to the Early Termination.

7. Safety and Security. The parties acknowledge that the Contract calls for services to be provided at a jail, that a jail is an inherently dangerous environment, and that the parties must work together to provide reasonable measures for the safety and security of Owner's and Contractor's on-site personnel. Contractor is familiar with the Jail as a result of having provided the same type of services there over the past year. As of the date of execution of this Contract, Contractor is not aware of any unresolved safety or security issues affecting its on-site employees.

The parties cannot anticipate every safety and security issue and, instead, agree to the following:

A. Owner shall cause a Correctional Officer to be present at all times when a detainee is being seen by Contractor's staff. If the Correctional Officer is summoned for an "All Available," Contractor's staff shall temporarily withdraw from serving the detainee, the Correctional Officer will properly secure the detainee and then respond to the "All Available."

B. Contractor shall strive for continuity of its on-site staff to ensure that its employees are sufficiently familiar with the physical site and the Jail's emergency procedures. Contractor must give Owner adequate advance notice of any new person who Contractor plans to assign duties to carry out any part of the Scope of Work so that

Owner may properly screen such persons before they enter the facility to render services. After placing initial personnel in service at the facility, Contractor shall bear the expenses Owner incurs for screening and orientation of Contractor's new hires. Owner currently estimates this expense to be approximately \$_____ per person. Contractor agrees that Owner may deduct these expenses from Owner's Monthly Installment

- C.** Contractor shall give oral and written notice to the Owner of any safety or security issues that arise. The parties shall work together diligently and in good faith to resolve such issues without interruption of services. Contractor shall give Owner a reasonable time to implement an acceptable remedy or make substantial progress toward completion of the remedy. If necessary to preserve the safety and security of Contractor's personnel, Contractor may temporarily suspend services until Owner cures a serious safety or security issue.

8. Definitions. In this Contract, capitalized words have the following meanings:

A. Applicable Law means any and all laws and regulations that apply to the provision of services under the Contract.

B. Average Daily Population Limit means the monthly average inmate population upon which the Contractor's annualized Contract Price is based, and above which monthly per diem charges will apply and be payable by Owner to Contractor for any given month during which the average daily population exceeds 350 detained persons. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken to determine the average population for any given month. The excess, if any, over an average of 350 for any given month will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable by Owner to Contractor for that month.

C. Contract means this Contract Regarding Inmate Health Care Services between the County of Orangeburg, South Carolina and Southern Health Partners, Inc.

D. Contract Documents is a term defined in provision 1 of this Contract.

E. Contractor means Southern Health Partners, Inc., a Delaware corporation, that represents itself to the Owner as fully qualified to provide health care services to those persons detained at the Jail in accordance with Applicable Law. The current and last known address for the Contractor is as follows:

Attn:

Main Office Phone Number

Main Office Fax Number

F. CRS Contract means the Agreement for Inmate Medical Claims Saver with Insurance between the Owner and Correctional Risk Services, Inc.

G. Effective Date means January __, 2017.

H. Director means the person who holds the position of Director at the Jail.

I. Elective Medical Care means medical care which, if not provided, would not, in the opinion of Contractor's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being.

J. FOIA means the South Carolina Freedom of Information Act.

K. Initial Term is defined in provision 3.A. of this Contract.

L. Jail means the Orangeburg County Detention Center located in Orangeburg, South Carolina.

M. Medical Director is a position defined in Contractor's Proposal. As a point of clarification, the Medical Director will fulfill the requirements of a Responsible Physician as that term is used in the SCDC Minimum Standards.

N. Monthly Installment is defined in provision 6 of this Contract.

O. Other Contracts means the TRMC Contract and the CRS Contract.

P. Owner means the County of Orangeburg, South Carolina, a political subdivision of the State of South Carolina. The current and last known address of the Owner is as follows:

County of Orangeburg
Attn: County Administrator
P.O. Drawer 9000 (29116-9000)
1437 Amelia St.
Orangeburg SC 29115
(803) 533-6101 Administrator's Office Phone Number
(803) 533-6014 Administrator's Office Fax Number

Q. Parties means the Owner and the Contractor.

R. Representations means those representations Contractor made in writing to Owner as part of Contractor's proposal which are included as Attachment 3 to this Contract.

S. Renewal Term is defined in provision 3.B. of this Contract.

T. Scope of Work means providing and/or arranging for the delivery of all health care services required by and in accordance with Applicable Law to inmates detained at the Jail, including medical, mental health and dental services, with said services being provided 24 hours a day seven days a week. To the extent that the Parties have limited the Scope of Work from the foregoing definition those limitations are set forth on Attachment 1.

U. TRMC Contract means the contract between the Owner and the Regional Medical Center of Orangeburg and Calhoun Counties regarding financial responsibility for health care services performed at the hospital.

9. Miscellaneous Terms. Consistent with the Orangeburg County Procurement Code, the following terms are included in this Contract:

A. Applicable State Law. This Contract shall be subject to the laws of the State of South Carolina.

B. Assignment. Neither party shall assign any right or interest it has in this Contract

without advance, written consent to the assignment by the other party to this Contract.

C. Audit. At reasonable times during the performance of the Contract and for three (3) years after completion of the Scope of Work, the Owner shall be entitled to audit certain records and documents and other papers of the Contractor as are relevant to the direct delivery of health care services to inmates under the Contract, including, but not limited to, health services statistical reports. The Contractor shall not charge the Owner for any such audit. The Contractor shall maintain such records, documents and other papers relevant to the direct delivery of services to inmates under the Contract for a period of three (3) years from the date of final payment under the contract.

The Owner acknowledges that written operating policies and procedures employed by the Contractor in the performance of its obligations under the Contract are proprietary in nature and shall remain the property of the Contractor and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the Owner, except in connection with the delivery of health care services hereunder, or as permitted or required by law, or as required by a third-party, governmental funding source, unless such disclosure is approved in advance in writing by the Contractor. Proprietary information developed by the Contractor shall remain the property of the Contractor.

D. Authority. Each person executing this Contract represents that s/he (1) is duly authorized by the party to execute this Contract on the party's behalf and (2) has determined that the execution and delivery of this Contract has been authorized by all necessary action. The Parties agree to provide the other upon request reasonable evidence confirming the existence of such authority.

E. Captions. The captions that appear in this contract are used only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any section.

F. Costs and Fees. If either party shall incur costs or fees of any kind in connection with the negotiation, execution or modification of the Contract, then that party shall be solely financially responsible for those costs or fees, including, but not limited to, those arising from accounting, legal, and real estate services.

G. Default. Failure of either party to abide by the terms of the Contract shall be a default.

H. Early Termination.

- 1) **Mutual Agreement.** In the event each party mutually agrees in writing, this Contract may be terminated on the terms and date stipulated in that writing.
- 2) **Unilateral Action.**
 - i. **Without Cause.** Either party may terminate the Contract without cause earlier than the expiration of a term; however, to be effective, the party opting for early termination must:
 1. Notify the other party in writing

- a. That the option of early termination is being exercised; and
 - b. The date that the early termination shall be effective.
 2. Deliver the notice described in 1), above, at least 120 days before the early termination date.
 3. The notice shall be deemed to be delivered to the other party at the earlier of the following events: (a) actual receipt of a copy of the notice by the other party or (2) three calendar days after the date that the notice is mailed to the last known address of the other party.
- ii. **With Cause.** Either party may terminate this Contract for an uncured breach of contract. In that case, the non-breaching party must give oral and written notice to the breaching party of the breach of contract. If the breach is non-payment, Owner shall have five (5) business days to cure. For any other breach, the breaching party shall have 30 days from receipt of notice to cure. Upon failure to cure, the non-breaching party may terminate the Contract.

I. FOIA and Legal Process Compliance. Contractor is aware that Owner, as a political subdivision of the State of South Carolina, is subject to FOIA. Contractor is aware that Owner, by virtue of being a legally recognized entity, is subject to legal process. Contractor is aware that pursuant to FOIA or legal process, Owner will be required to disclose information and documents relevant to this Contract and the provision of services pursuant to this Contract. To the extent such information or documentation is under the control of Contractor, Contractor shall provide the information and documents to Owner necessary for Owner to comply with its legal duties under FOIA and any legal process. In the event that Contractor concludes that the information and/or documents under its sole control are legally not subject to disclosure, Contractor shall take full responsibility, including all financial responsibility, to legally contest disclosure of the information and/or documents.

Contractor and Owner hereby agree that the Contract Documents, invoices and payments may be disclosed without the need for either party to seek permission from the other.

J. Indemnity and Hold Harmless. The Parties have intentionally not agreed to contractual indemnity or hold harmless provisions. Both parties reserve the right to assert common law indemnity to the extent that common law indemnity may be legally recognized under South Carolina law.

K. Inspection. At reasonable times during the performance of the Contract, the Owner shall be entitled to inspect the part of the Contractor's plant or place of business related to the performance of the Contract. The Contractor shall not charge the Owner for any such inspection. If the Contractor uses subcontractors, the Contractor shall include in its contract with each subcontractor the same

inspection rights for the Owner as to the subcontractor.

L. Insurance. Contractor shall comply with the South Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by the Act. In the event Contractor is excluded from the requirements of the Act, Contractor shall voluntarily carry workers' compensation coverage for Contractor's employees. In addition, Contractor shall continue to carry the types and amount of insurance coverage specified in its Representations.

M. Merger. The written and fully executed Contract shall be the entire agreement between the parties regarding the procurement.

N. Modification. To be enforceable, any modification other than a deviation in the Scope of Work must be in writing and signed by both parties. To be enforceable against the Owner, a deviation in the Scope of Work also must be authorized in accordance with the Deviations section of this Contract.

O. Non-Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. Contractor shall comply with all relevant and applicable state and federal laws against discrimination, including, but not limited to, the following: Titles VI and VII of the Civil Rights Act (42 U.S.C. § 2000d et. seq.) and the United States Department of Justice Regulations issued pursuant to those Titles (28 C.F.R. Part 42); the Age Discrimination Act of 1985 (42 U.S.C. §§ 6101-07); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et. seq.) and its associated regulations. Breach of this provision shall be deemed a material breach of this Contract.

P. Notice. Except for purposes of early termination, all notices given in connection with the Contract shall be deemed fully given, made, and/or sent when in writing and delivered to the party's Designated Field Representative whose name and contact information is set forth in this Contract with a copy of same mailed to the party at its last known address. In the event that a party fails to keep the name and contact information regarding its agent current, notice shall be deemed fully given, made and/or sent when in writing, addressed to the party at its last known address, at the time it is deposited with the United States Postal Service affixed with sufficient first class postage.

Q. Regulated Activities. To the extent that the Scope of Work is subject to federal or state regulations, the Contractor represents that it will carry out the Scope of Work in accordance with Applicable Law.

R. Rights and Remedies. By participating in the Owner's procurement process, the Contractor (a) accepts that the rights and remedies listed in Article 7 of the Orangeburg County Procurement Code (Attachment #4) are Contractor's exclusive rights and remedies concerning disputes arising from the procurement process and the Contract and (b) waives all other rights or remedies otherwise provided by law. The Contractor acknowledges that Article 7 limits the Contractor's remedies to those set forth in the Article.

S. Separate and Independent Entities. Each party to this Contract is a separate and independent entity from the other party to this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership, joint venture or any relationship other than that of separate and independent entities. Neither party shall represent itself as an agent or employee of the other for any purpose in the performance of this Contract.

T. Subcontractors. Contractor has notified Owner that Contractor may use subcontractors in completing the Scope of Work. Contractor agrees that it will include this Contract as part of the legal terms of any such subcontract such that any subcontractor must comply with the terms of this Contract applicable to the Contractor. In addition, Contractor agrees that it shall be responsible to Owner for any failure of a subcontractor to act in accordance with the provisions of this Contract.

U. Successors. This Contract shall be binding upon and inure to the benefit of the successors of each party.

V. Taxes. Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of Contractor's carrying out of the Scope of Work. For purposes of this provision, "taxes" shall include, but not be limited to, federal and state income, social security and unemployment insurance taxes.

W. Waiver. One or more waivers of any term of this Contract by a party shall not be construed as a waiver of a subsequent breach of the same term.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates set forth below:

WITNESS:

COUNTY OF ORANGEBURG

By: _____

Harold M. Young

Its: County Administrator

Date: _____

As authorized by Orangeburg County Council at its regular meeting on December 7, 2015, Agenda Item Number 10B.

WITNESS:

By: _____

Its: Chief Executive Officer

Date: _____