



Mission Statement

It is our mission to be the innovative leader in the correctional setting, partnering with our clients and focusing on:

- The best healthcare available
- Uncompromising quality standards
- Guaranteed performance and unrivaled client satisfaction through superior medical services in a risk free environment.

Core Values

We are a company grounded in Christian values of honesty, integrity, kindness, and a sense of social responsibility. We strive to honor God in all we do. This is reflected in how we conduct our business and how we care for our employees-our greatest asset.

SOUTHERN CORRECTIONAL MEDICINE

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March 21, 2019

Southern Correctional Medicine appreciates the opportunity to offer a proposal for the Inmate Healthcare Services presented in RFP #19-001. We understand the requirements stated in the RFP and feel that we can provide you with a healthcare program to exceed your expectations.

Southern Correctional Medicine will provide your facility with the medical staff needed to meet or exceed the requirement stated in RFP #19-001. Please see "Proposed Staffing Matrix". All medications will be provided by SCM and overseen by the Medical Director. SCM will contract with a pharmacy provider in which all medications will be ordered and delivered with next day delivery if needed. SCM will distribute all medications at the Flagler County Jail. SCM contracts with a national pharmacy that provides medications at a deeply discounted price.

SCM welcomes potential clients to contact all of our references. We are honored to serve these facilities and provide them with services beyond their expectations. It is our goal to eliminate emergency room visits. We strive to prevent unexpected, outside costs for inmate health care.

SCM will strive to provide excellent health care at affordable costs to Flagler County. Please allow our company to partner with your facilities and allow your county to experience the medical satisfaction that correctional facilities dream of.

Should you have any questions regarding our proposal, please contact Kelly Thrift, who is the official point of contact on this project. Thank you for your consideration in working with us to provide Inmate Healthcare Services to the FCSO.

Sincerely,

Kelly Thrift
Director of Marketing
912.816.3646
912.490.2867 (Fax)
kthrift@scmhealth.net

INTRODUCTION

Southern Correctional Medicine was founded by Peter Wrobel, MD in 2009. Dr. Wrobel oversees the delivery of healthcare services for the company's statewide contracts. He provides the vision, expertise, and strategic leadership for SCM's current and future clinical programs for our statewide clients. He serves as the company's ultimate authority on medical issues for our clients. Dr. Wrobel is a Certified Correctional Health Professional (CCHP) through the National Commission on Correctional Health Care (NCCHC).

Southern Correctional Medicine currently provides comprehensive medical services to 30 Georgia correctional facilities and 2 Florida correctional facilities. SCM employs over 175 employees. We take pride in providing excellent healthcare at a reasonable price. Southern Correctional Medicine has the knowledge, experience and capability to provide Flagler County Jail with the highest quality health care to all inmates. SCM will provide the necessary staff to meet and exceed all expectations in the medical department to meet NCCHC and ACA standards.

The services we provide include but are not limited to:

- Medical care
- Dental Care
- On-Site Care
- Intake Screening
- Triage and Sick Call
- Health Assessments
- Substance abuse/detox programs
- Suicide risk reduction/intervention
- Specials needs and chronic care
- Radiology and laboratory services
- Diet programs if medically necessary
- Medication Management
- CQI Program
- Staffing

Southern Correctional Medicine carries insurance of \$2,000,000 per occurrence/\$4,000,000 aggregate professional and general liability insurance. SCM will provide coverage through the statute of limitations for services provided under the contract with Flagler County Sheriff's Office.

Southern Correctional Medicine has experience with Florida Model Jail (FMJ) and (FCAC) in the state of Florida with Madison County, FL. SCM has recently maintained reaccreditation at Madison County, FL jail.

CORPORATE QUALIFICATIONS

Southern Correctional Medicine has the knowledge and experience to provide excellent healthcare at an affordable price to Flagler County Sheriff's Office/Jail.

On-Site Medical Services

SCM will provide a health care program to meet the needs at the FCSO as required in the RFP #19-001. This program will be implemented to manage and promote efficiency and reduce the cost by eliminating unnecessary off-site services and encouraging preventative health measures. SCM will be responsible for providing appropriate treatment to all patients as required by NCCHC standards. SCM will also be responsible for all emergency and non-emergency on-site medical services.

Treatment Protocols

Nurses will refer to SCM Nurse Protocols when conducting sick call. These treatment protocols are created by SCM physicians to assist nurses with diagnosis' and to ensure quality care is consistently being provided.

Treatment protocols provide nurses with a consistent structure for patient care, justification for actions, and a set of interventions specific to the patient's presenting condition. All nurses will be trained on nurse treatment protocols.

Intake Screening

All inmates will receive an intake screening within twenty-four (24) hours of entering the facility. A nurse will perform this intake screening to identify all urgent and emergent care to ensure it is addressed immediately. The intake screening emphasizes the identification, referral, and treatment of inmates with acute and chronic care conditions, including behavioral health disorders, suicide risk, and detoxification. The intake screening also recognizes inmate's need for medication, isolation, or close observation. Early detection and preventative care is very important to reduce the risk /cost of further issues developing. The Receiving Screening will allow the nurses to access each inmate and determine the disposition of the patient. Intake screenings will be conducted in accordance with NCCHC standards.

Withdrawal Management

SCM will provide medically supervised withdrawal management services. All staff will be trained to recognize the signs and symptoms of withdrawal. The initial intake screening includes questions regarding types of types and frequency of substance use. Patients will undergo a complete withdrawal management program when medically necessary. This program includes CIWA and COWS monitoring. This will minimize the risk of adverse symptoms and the need for off-site treatment.

Patients at risk for alcohol or drug withdrawal will be put in an observation unit to be monitored. A provider will be notified if a patient is at a high risk for withdrawal. Patients will be monitored and treated accordingly.

Medication Verification

SCM staff will verify all patient medication by calling all outside physicians and pharmacies to verify current medications are accurate. A provider may give orders to continue a patient's medication if the patient was compliant and currently taking the medications. All medications will be verified within 24 hours and stock medications will be given accordingly from SCM formulary medication list. If medication cannot be verified, the on-call provider will be notified so any urgent medication orders can be discussed. We have contracted with a national pharmacy to obtain prescription drugs at a deeply discounted cost.

Health Assessment

SCM will conduct a comprehensive health appraisal, including a complete medical history and physical, within 14 days of incarceration. The health appraisal will include, at a minimum, the following: a review of the receiving screening, review of health history and any additional data needed to complete the standard health history, recording of vital signs, height, and weight, mental health appraisal, dental screening, PPD testing, immunization histories, and a physical exam.

Annual Health Assessment

SCM will perform annual health assessments on patients that are incarcerated for a prolonged amount of time.

Sick Call

All sick call request will be assessed within 24 hours of receiving. All inmates have the right to submit a sick call request. SCM staff members will collect the sick call request from inmates daily to ensure timely assessment by a nurse, mid-level provider, or a physician. All urgent and emergent sick call request will be triaged the same day. Sick call triaging will take place 7 days per week, including holidays.

Chronic Illness Protocols

This Special Needs Program focuses on the identification, referral, and treatment of inmates with special needs. SCM screens inmates for special needs during the intake process and again at the time of the health appraisal. SCM refers inmates identified as having special health care needs to the Medical Director or appropriate designee. SCM will perform an initial special needs evaluation and document the evaluation in the inmate's health record. Individual treatment plans will be developed for all special needs inmates.

SCM follows protocols designed to ensure continuity of disease management at the initial and follow-up encounters. Chronic care consists of, but not limited to, the following: Asthma, Diabetes, High Blood Cholesterol, Hypertension, Seizure Disorder, HIV, Major Mental Illness, Tuberculosis, or Sickle Cell.

Infection Control

SCM has an infection control policy that is designed to provide a safe and healthy environment for all inmates, staff, and visitors. This program is designed to control the spreading of communicable diseases by maintaining compliance with universal precaution procedures. Training on general sanitation issues and preventing the transmission of blood borne pathogens. An Infection Control Program will be implemented immediately.

Transition Experience

SCM has experience transitioning from other companies. SCM will provide a smooth and successful transition in Flagler Co.

Off-Site Treatment

SCM prides itself in keeping medical services on-site as much as possible. Our references will testify of our commitment to eliminate as many off-site visits as possible. We focus on the importance of preventative care to manage our patient's needs before they escalate and require off-site consultation.

All off-site emergency services will be reported immediately to the shift supervisor and to the FCSO Administrator within 24 hours. SCM will provide a report to the Administrator including patient's off-site information.

REFERENCES

BUTTS COUNTY, GA- ADP 225
SHERIFF GARY LONG
Phone: 770.775.8216

FAYETTE COUNTY, GA ADP-300
SHERIFF BARRY BABB
Phone: 770.461.6353

HOUSTON COUNTY, GA ADP -500
SHERIFF CULLEN TALTON
Phone: 478.542.2080

JEFFERSON COUNTY, FL ADP- 60
SHERIFF MAC MCNEILL
Phone:

LAURENS COUNTY, GA ADP- 220
SHERIFF LARRY DEAN
Phone: 478.272.1522

LIBERTY COUNTY, GA ADP- 225
SHERIFF STEVE SIKES
Phone: 912.876.2131

LOWNDES COUNTY, GA ADP- 600
SHERIFF ASHLEY PAULK
Phone: 229.671.2900

MADISON COUNTY, FL ADP- 80
SHERIFF BEN STEWART
Phone: 850.973.4151

WARE COUNTY, GA ADP- 400
SHERIFF RANDY ROYAL
Phone: 912.287.4326

2019 CURRENT CONTRACTS

BACON COUNTY, GA
SHERIFF MARK COTHREN
Phone: 912.632.2658

BEN HILL, GA
SHERIFF LEE CONE
Phone: 229.426.5159

BRANTLEY COUNTY, GA
SHERIFF LEN DAVIS
Phone: 912.462.6141

BRYAN COUNTY, GA
SHERIFF CLYDE SMITH
Phone: 912.653.3800

BUTTS COUNTY, GA
SHERIFF GARY LONG
Phone: 770.775.8216

CAMDEN COUNTY, GA
SHERIFF JIM PROCTOR
Phone: 912.510.5100

DODGE COUNTY, GA
SHERIFF LYNN SHEFFIELD
Phone: 478.374.8131

FRANKLIN COUNTY, GA
SHERIFF STEVIE THOMAS
Phone: 706.384.2525

GRADY COUNTY, GA
SHERIFF HARRY YOUNG
Phone: 229.377.5200

HART COUNTY, GA
SHERIFF MIKE CLEVELAND
Phone: 706.376.3114

HOUSTON COUNTY, GA
SHERIFF CULLEN TALTON
Phone: 478.542.2080

JEFFERSON COUNTY, FL
SHERIFF MAC MCNEILL
Phone: 850.997.2523

LAMAR COUNTY, GA
SHERIFF BRAD WHITE
Phone: 770-358-5159

LAURENS COUNTY, GA
SHERIFF LARRY DEAN
Phone: 478.272.1522

LIBERTY COUNTY, GA
SHERIFF STEVE SIKES
Phone: 912.876.2131

LOWNDES COUNTY, GA
SHERIFF ASHLEY PAULK
Phone: 229.671.2900

MADISON COUNTY, FL
SHERIFF BENJAMIN STEWART
Phone: 850.973.4151

MITCHELL COUNTY, GA
SHERIFF W.E. BOZEMAN
Phone: 229.336.2032

MITCHELL COUNTY PRISON
WARDEN BILL TERRY
Phone: 229.336.2045

PIERCE COUNTY, GA
SHERIFF RAMSEY BENNETT
Phone: 912.449.2011

PIKE COUNTY, GA
SHERIFF JIMMY THOMAS
Phone: 770.567.8431

SEMINOLE COUNTY, GA
SHERIFF HEATH ELLIOTT
Phone: 229.524.5115

TATTNALL COUNTY, GA
SHERIFF KYLE SAPP
Phone: 912.557.6778

TIFT COUNTY, GA
SHERIFF SCARBROUGH
Phone: 229-388-6054

TOOMBS COUNTY, GA
SHERIFF ALVIE KIGHT
Phone: 912.526.6778

TURNER COUNTY, GA
SHERIFF ANDY HESTER
Phone: 229.567.2401

UPSON COUNTY, GA
SHERIFF DAN KILGORE
Phone: 706.647.7411

WARE COUNTY, GA
SHERIFF RANDY ROYAL
Phone: 912.287.4326

WASHINGTON COUNTY, GA
SHERIFF THOMAS SMITH
Phone: 478.552.4795

WORTH COUNTY, GA
SHERIFF DON WHITAKER
Phone: 229.776.8211

PROPOSED STAFFING PLAN

Based on the requirements of RFP 19-001, SCM has created a staffing plan to meet or exceed those requirements. SCM takes into consideration the size and layout of the FCSO facility and provides an educated staffing plan that will provide enough staff to adequately provide quality, comprehensive care to all inmates at the FCSO. The following staffing plan will provide care 24 hours a day, 7 days a week with licensed, certified, and professionally trained personnel.

The staffing plan is as follows:

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS	HRS/WK	FTE
DAY SHIFT (8A-5P OR 7A-7P)										
MEDICAL DIRECTOR								8	8	0.2
MID-LEVEL PROVIDER								8	8	0.2
HEALTH SERVICE ADMINISTRATOR	8	8	8	8	8				40	1.0
LPN (7A-7P)	12	12	12	12	12	12	12		84	2.1
LPN (3P-11P)	8	8	8	8	8				40	1.0
NIGHT SHIFT (7P-7A)										
LPN	12	12	12	12	12	12	12		84	2.1
TOTAL									264	6.6

ACKNOWLEDGEMENT OF OBLIGATIONS TO MEET REQUIREMENT OF RFP

Southern Correctional Medicine understands and agrees to meet all requirements in RFP 19-001.

PROPOSED BUDGET

FLAGLER COUNTY, FL	YEAR 1 (4 MONTHS)	YEAR 2	YEAR 3
TOTAL SALARIES, WAGES, AND BENEFITS	\$126,667	\$380,000	\$391,400
PHARMACY	\$25,000	\$75,000	\$75,000
ADMINISTRATIVE EXPENSES	\$7,000	\$21,000	\$21,630
ON-SITE SERVICES	\$10,667	\$32,000	\$32,960
INSURANCE	\$5,000	\$15,000	\$15,450
OVERHEAD	\$15,000	\$45,000	\$46,350
PROFIT	\$27,266	\$81,800	\$86,504
ANNUAL TOTAL	\$216,600	\$649,800	\$669,294

2019-2020 PAY SCHEDULE

POSITION TITLE	BASE HOURLY RATE	BENEFIT HOURLY RATE
HEALTH SERVICE ADMINISTRATOR	\$45.00	\$9.00
MEDICAL DIRECTOR	\$105.00	\$9.00
ARNP/PA	\$50.00	\$8.50
DIRECTOR OF NURSING	\$37.00	\$8.00
RN	\$31.00	\$7.00
LPN	\$23.00	\$6.25

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Flagler County, Florida (hereinafter referred to as "County"), and Southern Correctional Medicine, a Georgia corporation, (hereinafter referred to as "SCM"), is entered into as of the 1st day of June. Services under this Agreement shall commence on June 1, 2019 and shall continue through September 30, 2019, in accordance with Section 6.1.

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Flagler County Jail (hereinafter called "Jail") and,

WHEREAS, SCM is in the business of providing correctional health care services under contract and desires to provide such services for County under the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

1.1 General Engagement. County hereby contracts with SCM. The responsibility of SCM for medical care of an inmate commences with the booking and physical placement of said inmate into the Jail. The County and SCM enters into this Agreement according to the terms and provisions hereof.

1.2 Scope of General Services. SCM shall provide health care services for all persons committed to the custody of the Jail, except those identified in paragraph 1.8. SCM shall provide and/or arrange for all professional medical, mental health, dental and related health care and administrative services for the inmates. Including the following: regularly scheduled sick call,

comprehensive health evaluation of each inmate, nursing care, regular physician care, detoxification, hospitalization, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein.

The Sheriff shall notify an SCM staff member of any care provided outside the jail to an inmate prior to booking and SCM will provide utilization and management in accordance with this Agreement. SCM will be available by phone 24/7 to address Sheriff's concerns about inmates. Note: An individual shall be medically cleared for admittance into the Jail when medically stable and the individual's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed in the Jail.

1.3 Pharmacy Services. Medications shall be covered by an annual \$75,000.00 aggregate cap. If the cost in any contract year should exceed \$75,000.00, Flagler County will be responsible. If the amount used for medications is less than the given \$75,000, SCM will refund Flagler County for the amount unused at the end of the contract year.

1.4 Dental Services. SCM will contract with a dentist to provide simple extractions only. County will be financially responsible for all other dental procedures.

1.5 X-Ray and Laboratory Services. SCM will provide on-site x-rays at no expense to the County. SCM will provide formulary labs listed on attached Formulary Laboratory List. Off-site X-ray and non-formulary laboratories will be the expense of the County.

1.6 Specialty Services. In addition to providing the general services

described above, SCM by and through its licensed health care providers shall arrange for specialty medical services for inmates at the Jail. In the event non-emergency specialty care is required and cannot be rendered at the Jail, SCM shall make arrangements with County for the transportation of the inmates in accordance with Section 1.13 of this Agreement, and County will be financially responsible for such off-site specialty medical care and services.

1.7 Hospitalization/Emergency Services. SCM will make arrangements for emergency and hospitalization services for any inmate who in the opinion of the SCM medical director requires such services. County shall be financially responsible for expenses incurred off-site.

1.8 HIV and Other Illness, Testing. SCM will test and screen for HIV disease and other health hazards as directed by SCM Medical Director. All expenses incurred will be the financial responsibility of the County.

1.9 Injuries Incurred Prior to Incarceration. SCM will not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

1.10 Injuries Incurred During Altercations at Facility. In-house care will be provided, however, the county will be 100% responsible for medical examination, diagnosis, and treatment of any injuries requiring off-site care.

1.11 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail. Such inmates are to be included in the daily population count. No other person(s), including those who are in any outside facility shall be included in the daily population count.

Inmates, for example, on any sort of temporary release or escape,

including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be included in the daily population count, and shall not be the responsibility of SCM with respect to the payment or the furnishing of their health care services.

The cost of medical services provided to inmates who become ill or are injured while on such temporary release or work-release will not then become the financial responsibility of SCM after their return to the Jail. This relates solely to the costs relating to the particular illness or injury incurred while on such temporary release.

Persons in the physical custody of other police or other penal jurisdictions at the request of County are likewise excluded from the population count and are not the responsibility of SCM for the furnishing or payment of health care services.

1.12 Elective Medical Care. SCM is not responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of SCM's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

1.13 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, County will, upon prior request by SCM, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, SCM shall arrange all emergency ambulance transportation of inmates in accordance with Section 1.6 of this

Agreement.

1.14 Licensure, Certification, and Registration of Personnel. All personnel provided by SCM is required to be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable State law.

1.15 Inmate and Facility Staff Education. SCM will provide health education for inmates at the Jail. SCM staff will provide relevant training to the Sheriff's staff as required by accrediting bodies. SCM will also provide correctional staff with health care training such as CPR and First Aid if desired by Sheriff.

1.16 Obligation of SCM: SCM's services shall be designed to meet the standards developed by FMJ and FCAC. SCM shall fully cooperate with the Sheriff in all efforts to maintain formal accreditation of the Jail healthcare program. Sheriff will be financially responsible for the payment of any fees for maintaining or renewing accreditation.

ARTICLE II: PERSONNEL

2.1 Staffing. SCM shall provide medical, technical and support personnel as necessary for the rendering of health care services to inmates at the Jail as described and required by this Agreement. The attached staffing chart includes the agreed upon staffing matrix necessary to provide the health care and support services required by the Jail for the average daily population listed in this Agreement. Should the average daily population increase by 10%, SCM reserves the right to renegotiate the contract if additional staffing is necessary. All personnel provided or made available by SCM to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Florida law.

2.2 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by SCM hereunder, or by any independent contractor, subcontractors or assignee, SCM, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, SCM shall remove or shall cause any independent contractor, subcontractor, or assignees to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, SCM will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SCM.

2.3 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either SCM or County in the direct rendering of any health care services.

2.4 Subcontracting and Delegation. In order to discharge its obligations hereunder, SCM will engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between SCM and these health care professionals will be that of independent contractor, SCM will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. SCM will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, SCM shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of SCM under this Agreement, SCM shall provide County proof, if requested, that there is in effect a

professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least two million dollars (\$2,000,000) coverage per occurrence and four million dollars (\$4,000,000) aggregate.

2.5 Discrimination. During the performance of this Agreement, SCM, its employees, agents, subcontractors, and assignees agree as follows:

- a. None will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ARTICLE III REPORTS AND RECORDS

3.1 Medical Records. SCM shall cause and require a complete and accurate medical record for each inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws and County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, SCM shall comply with State law and County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by SCM except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. SCM shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to

maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide SCM with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

3.2 Inmate Information. Subject to the applicable State law, in order to assist SCM in providing the best possible health care services to inmates, County will provide SCM with information pertaining to inmates that SCM and County mutually identify as reasonable and necessary for SCM to adequately perform its obligations hereunder.

3.3 SCM Records Available to County with Limitations on Disclosure. SCM shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by SCM in the performance of its obligations hereunder are proprietary in nature and will remain the property of SCM and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by SCM. Proprietary information developed by SCM shall remain the property of SCM.

3.4 County Records Available to SCM with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County will provide SCM, at SCM's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by SCM or as are pertinent to the investigation or defense of any claim related to SCM's conduct. Consistent with applicable law, County will make available to SCM such inmate medical records as are maintained by County, hospitals and other

outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as SCM may reasonably request. Any such information provided by County to SCM that County considers confidential shall be kept confidential by SCM and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

ARTICLE IV: SECURITY

4.1 General. SCM and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SCM as well as for the security of inmates and County's staff, consistent with the correctional setting. County will take all reasonable steps to provide sufficient security to enable SCM to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SCM that the provision of security and safety for the SCM personnel is a continuing precondition of SCM's obligation to provide its services in a routine, timely, and proper fashion.

4.2 Security During Transportation Off-Site. County will provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the Jail and any other location for off-site services as contemplated herein.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

5.1 General. County agrees to provide SCM with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone and fax line, internet, and utilities and County will provide necessary maintenance and housekeeping of the office space and facilities.

5.2 Delivery of Possession. County will provide to SCM, beginning on the date of commencement of this Agreement, possession and control of all

County medical and office equipment and supplies in place at the Jail's health care unit. At the termination of this or any subsequent Agreement, SCM will return to County's possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

5.3 Provide and Maintain Equipment. County is responsible for providing and maintaining an AED and EKG on-site. County must provide office desk, chair, small refrigerator, computer, fax/scanner/printer, filing cabinet, and exam bed. Except for the equipment and instruments owned by County at the inception of this Agreement any equipment or instruments required by SCM during the term of this Agreement shall be purchased by SCM at its own cost. At the end of this Agreement, or upon termination, County shall be entitled to purchase SCM's equipment and instruments at an amount determined by a mutually agreed depreciation schedule.

5.4 Loss of Equipment and Supplies. County shall not be liable for loss of or damage to equipment and supplies of SCM, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of County or its employees.

5.5 General Maintenance Services. County agrees that it is proper for SCM to provide each and every inmate receiving health care services the same services and facilities available to, and/or provided to, other inmates at the Jail.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. This Agreement shall commence on June 1, 2019. The initial term of this Agreement shall end on September 30, 2019, and will automatically renew annually, if mutually agreeable to both parties.

6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

(A) Termination by agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

(B) Termination by Cancellation. This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice in accordance with Section 9.3 of this Agreement.

(C) Annual Appropriations and Funding. This Agreement may be subject to the annual appropriation of funds by the Flagler County Council. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

(D) FCSO shall have the option to terminate the contract upon the sale of contractor's company.

6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Jail, will be transferred from SCM to County.

ARTICLE VII. COMPENSATION.

7.1 Base Compensation. County will pay to SCM the annualized base price of \$216,600.00 during the initial term of this Agreement, payable in monthly installments. Monthly installments during the initial term of this Agreement effective June 1, 2019, through September 30, 2019, will be in the

amount of \$54,150.00 each. SCM will bill County approximately 30 days prior to the month in which services are to be rendered. County agrees to pay SCM prior to the fifth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SCM will be pro-rated accordingly for the shortened month.

7.2 Increases in Inmate Population. County and SCM agree that the annual base price is calculated based upon an average daily inmate population of up to 225. If the average daily inmate population exceeds 225 inmates, then the compensation payable to SCM by County shall be increased by a per diem rate of \$1.75 for each inmate over 225. 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. The excess over an average of 225, if any, 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 to SCM for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent months' services.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases that the inmate population consistently increases by 10% or more, SCM reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Jail Administrator, Sheriff and other involved

County officials, and following appropriate notification to County.

7.3 Future Years' Compensation. The compensation (i.e., annual base price and per diem rate as defined in Sections 7.1 and 7.2, respectively) to SCM for any renewal periods shall be increased at the beginning of each contract year. The amount of increase for annual renewal periods will be 3%, effective on October 1, 2020.

7.4 Responsibility For Work Release Inmates. Notwithstanding any other provisions of this Agreement to the contrary, both parties agree that County inmates assigned to Work Release, including work for Flagler County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than SCM, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on Work Release. In all cases SCM will assist with the necessary transportation for Work Release inmates to obtain medical care. Injuries to County inmates, from whatever cause, assigned to work crews and while performing labor for County are likewise excluded from SCM's responsibility.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.

8.1 Insurance. At all times during this Agreement, SCM shall maintain professional liability insurance covering SCM for its work at County, its employees and its officers in the minimum amount of at least two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate. In the event that the coverage changes, SCM will notify the County in writing. SCM will also notify County, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the County. SCM shall provide a Certificate of Insurance evidencing the above policy levels and shall name County as an additional insured.

8.2 Lawsuits Against County. In the event that any lawsuit (whether frivolous or otherwise) is filed against County, its elected officials, employees and agents based on or containing any allegations concerning SCM's medical care of inmates and the performance of SCM's employees, agents, subcontractors or assignees, the parties agree that SCM, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. The contract will hold harmless and indemnify FCSO against any and all claims of any kind caused by the contractor.

ARTICLE IX: MISCELLANEOUS.

9.1 Independent Contractor Status. The parties acknowledge that SCM is an independent contractor engaged to provide medical care to inmates at the Blank County Jail under the direction of SCM management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. SCM shall not assign this Agreement to any other corporation without the express written consent of County which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve SCM of its independent obligation to provide the services and be bound by the

requirements of this Agreement.

9.3. Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

(a) County: Flagler County
1001 Justice Lane
Brunnell, FL 32110

(b) SCM: Peter Wrobel, President
Southern Correctional Medicine
1718 Reynolds Street
Waycross, GA 31501

Notices shall be effective upon receipt regardless of the form used.

9.4 Governing Law and Disputes. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State, except as specifically noted. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction.

9.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the

promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that SCM is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.10 Liaison. The Flagler County Sheriff or his designee shall serve as the liaison.

9.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.12 Time of Essence. Time is and shall be of the essence of this Agreement.

9.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

Flagler County, GA

Date _____

ATTEST:

Date: _____

SOUTHERN CORRECTIONAL MEDICINE

Peter Wrobel, MD
President

Exhibit B

Formulary Laboratory List

CBC

CMP

Thyroid (TSH, T4, Free T4)

Dilantin Level

Depakote Level

Hepatic Function Level

Hgb A1C

PT/INR

BMP

ELECTRONIC MEDICAL RECORDS

Southern Correctional Medicine has experience with CorrecTek EMR and CorEMR systems. CorEMR definitely serves the correctional side of electronic medical records better than CorrecTek. Southern Correctional Medicine would like to change to CorEMR when the current EMR contract is up if the County would be interested. Attached is a quote from CorEMR showing one time setup fees and monthly contract fees.

EMR Proposal

A Budgetary Proposal for an Electronic Medical Records System for Flagler County Jail

Attention. Kelly Thrift – Southern Correctional Medical

March 20, 2019 - Version 1.0

Proprietary Notice

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CorEMR Costs

CorEMR includes two fees associated with our Electronic Medical Record System. The first is a one-time implementation and Set-up fee and the second is a monthly service and support fee. What is included in each of these fees is outlined below:

One-Time Implementation and Set-up Fee - \$16,000.00

- **Installation** – We install the CorEMR software onto your server and ensure it is working properly on your network. Database setup.
- **Training** – CorEMR has experienced staff members who are able to provide effective online training to your medical staff to quickly familiarize them with the CorEMR system.
- **Customized Forms/Protocols** – CorEMR staff will take your existing forms (screening forms, medical forms, exam forms, etc.) and transform them to electronic format for use on our system. Other templates and pre-built forms are also available.
- **Offender Management System Integration** - CorEMR will work with your facility's OMS to integrate inmate demographic information into CorEMR. This will automatically create medical charts for new inmates, previous inmates, record housing location changes and booking status.
- **Pharmacy Integration** – CorEMR will integrate with the pharmacy to ensure online ordering and medication check-in capabilities.
- **Site Configuration** - This includes, but is not limited to setting up task categories, Medication distribution schedules (electronic MAR), Users and password groups, Drug List, Problem list, form triggers, and Medication macro's.

On-site Support/Training - \$5,000.00

Upon request, CorEMR will provide additional on-site training and/or support. The cost for this is \$1,250 per CorEMR representative per day, plus expenses. Training days are to be consecutive.

Drug Interaction Database (optional) -

This optional feature will allow for real time Drug to Drug and Drug to Allergy interaction checking while ordering medications. At the point of order entry the CorEMR software will perform checks in the background and list any potential interactions to medications that an inmate is currently on or any allergies that the inmate may have recorded so the provider can make an informed decision.

Laboratory Results Interface – N/A

This feature allows the receipt of Laboratory results from LabCorp, Quest, Garcia or BioReference.

Radiology Reports Interface – N/A

This feature allows for the receipt of Radiology reports via HL7 messaging.

Custom Programming Requests

If your facility requires additional custom programming, the fee will be \$125/hour (with a minimum of 1 hour per instance).

Offender Manage System Integration Support

After the initial integration is established, if your facility's Jail Management system changes and/or CorEMR technical representative are required to edit/modify the upgraded/changed integration, CorEMR will charge \$125 per hour with a minimum of 1 hour to re-establish communication between the two systems.

Monthly Service and Support Fee — \$337.50 / month

(Based on ADP of 225)

- **24/7 Tech Support** – CorEMR has a highly rated support staff whose main concern is the customer. CorEMR uses an e-mail, telephone and on-call system to provide the highest level of customer support.
- **CorEMR Software License** – The monthly service fee pays for a license to the CorEMR software. This software was built specifically for corrections and is unmatched in the industry.
- **Future CorEMR Product Enhancements** – CorEMR is always listening to our customers and enhancing our product to better meet their needs. All upgrades, product enhancements, and feature improvements are included in the monthly service fee. Online training for existing products and upgrade products are also included.

The monthly service and support fee is based solely on the number of inmates per day. Because the average daily population (ADP) of each facility fluctuates, CorEMR would simply negotiate with the facility an estimated ADP for the year and would re-calculate this number on an annual basis.

Cost Proposal

Quantity	Description	Unit Costs	Extended Costs
SOFTWARE			
1	System Set-up Fee	\$16,000.00	\$16,000.00
	System Installation		
	On-Line Training		
	Forms Customization		
	Jail Interface – Eagle		
	Pharmacy Interface		
0	Laboratory Results Interface (optional)	\$2,500.00	\$2,500.00
0	Radiology Report Interface (optional)	\$2,500.00	\$0.00
4	Days On-Site Training (optional)	\$1,250.00	\$5,000.00
12	Monthly License Fee	\$337.50	\$4,050.00
Total Software			\$27,550.00
Total 1st Year Costs			\$27,550.00
Total Subsequent Year Costs			4,050.00

HARDWARE COST (Provided as Estimate)			
1	Dell 630 Rack Mount Server (database)	\$6,700.00	\$6,700.00
2	Dell Laptops	\$800.00	\$1,600.00
1	Symbol LS2208 Barcode Scanner	\$200.00	\$200.00
2	Topaz LCD 1X5 T-L462-HSB-R Signature Pad	\$350.00	\$700.00
1	Fujitsu fi-6130 Document Scanner	\$950.00	\$950.00
Total Hardware Costs			\$10,150.00

This proposal is good for Ninety (90) Days starting from April 1, 2019.

Hardware is not included in this proposal.

Please contact me if you have any further questions. **Prices quoted are negotiable based upon your operating budgets and needs.** We want to make this a realistic project for you. We look forward to working with your facility.

Estimated Hardware Pricing – provided to assist with budget calculations. The County would be responsible for the purchase of the required hardware. CorEMR would work with all parties involved to determine the correct configuration required to implement the software.

Storage Requirements - Space required depends mostly on scanned document and uploaded file usage. Every 5,000 scanned document pages requires about 1GB of disk space. Besides the use of scanned documents for historic chart information, typical facilities scan 5 to 10 pages per inmate per year. For example, a facility with an average daily population of 1000 might scan 10,000 to 20,000 document pages per year. Additional capacity should be added according to the facilities other document storage needs. For example, facilities who store lab work within CorEMR will need to add additional capacity.

Mark L. Bodenschatz
National Sales Director
801-225-0317 x111
mbodenschatz@coremr.com

Accepted By:

Printed Name: _____

Title: _____

Signature: _____