



CONTRACT 24-41

MEDICAL SERVICES

PROJECT TITLE

RICHLAND COUNTY SHERIFF'S DEPARTMENT

COUNTY AGENCY

FROM

Southern Health Partners, Inc.
2030 Hamilton Place Blvd, Ste 140
Chattanooga, TN 37421

FOR

Richland County Commissioners
50 Park Avenue East, Mansfield OH 44902

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LEGAL NOTICE
Notice to Offerors

AD DATES
1/16/24

The Richland County Board of Commissioners

Will receive proposals at the office of the Richland County Board of Commissioners, County Administration Building, 50 Park Avenue East, Mansfield, Ohio 44902, until 10:30 AM, Ohio Standard Time, on Thursday, February 1, 2024. Proposals received after that time will not be accepted.

The purposes of these proposals shall be to furnish Medical Services in accordance with specifications, which will be available in the office of the Richland County Central Services Department, 597 Park Avenue East, Mansfield, Ohio 44905 or log on to www.RICHLANDCOUNTYOH.GOV. The proposal shall be on vendor's letterhead or on bid forms furnished with the RFP. Proposals must be signed by a responsible officer of the company and submitted in a sealed envelope marked Richland County Medical Services Proposal as specified in the RFP.

A contract will be awarded on the basis of ORC Section 307.862 Competitive sealed proposals procedure.

By order of the Richland County Commissioners, Stacey Crall, Clerk

Second Notice (1/23/24) online at www.richlandcountyoh.gov

INSTRUCTIONS TO OFFEROR

1. Receipt of Proposal/Proposal Opening

All offerors shall submit a complete, sealed proposal following the procedure outlined in this Request for Proposal no later than Thursday, February 1, 2024, at 10:30 a.m. to the Richland County Board of Commissioners, 50 Park Avenue East, Mansfield, Ohio 44902. All sealed proposals received after this time and date, for any reason, will be rejected.

2. Legal Framework

This Request for Proposal (RFP) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All proposals submitted in response to this RFP shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this RFP and subsequent contract.

3. Preparation and Submission of Proposal

By submitting a RFP, the offeror shall be held accountable to know all terms, conditions and specifications under which this RFP will be performed. This includes, but is not limited to, the contents of all RFP documents, applicable laws and regulations, and the characteristics of any work sites or inside/outside delivery sites.

Each RFP shall be submitted in a clearly marked sealed container or envelope showing the company name, company address, RFP Proposal Number, Project Title, the date and time of the RFP opening. All RFPs must be delivered to: **PLEASE SUBMIT THREE (3) COPIES OF RFP**

Richland County Board of Commissioners
50 Park Avenue East
Mansfield, Ohio 44902

The offeror shall submit the RFP on the prescribed forms. All blanks spaces for proposal process shall be filled in, in ink or typewritten.

Each proposal shall contain the following RFP documents signed by the legally authorized company representative:

- a. Proposal Form
- b. Vendor Acceptance

The offeror shall submit any other documents or materials required in the proposal instructions with the proposal.

Oral, telegraphic or faxed proposals are unacceptable.

Late proposals - Sealed proposals received after the specified date and time will be considered late and will not be opened.

Materials - All materials in the RFP will become the property of the Owner may be returned only at the Owner's discretion. Pursuant to Ohio Revised Code Section 307.862 (C), in order to

ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract.

Signature of Offerors - The firm, corporate, or individual name of the offeror must be signed in ink in the blank spaces provided for signatures on the RFP documents. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as" or "sole owner". When the offeror is a firm, the representative signing the firm's name shall also state the names of the individuals composing the firm. If the offeror is a corporation, the representative signing for the corporation shall state under the laws of which State the corporation is chartered.

Notice of Award- Each proposal shall contain the address to which notice of the award of the contract may be mailed or delivered by the Owner.

4. Proposal Alterations/ Addenda Prior to Proposal Opening

- a. During the proposal process, the Owner may furnish to offerors addenda covering changes, additions or deletions to the RFP documents. Addenda shall become part of the contract documents. The Owner reserves the right to postpone the proposal opening to issue addenda.
- b. Any prospective offeror shall request an explanation, interpretation or answer regarding the RFP process, or specifications in writing by:
 - (1) Regular mail or personal delivery to Richland County Central Services:
ATTN: Rachel Troyer
597 Park Avenue East
Mansfield, Ohio 44905
Telephone: (419) 774-6306
 - (2) Fax to: Rachel Troyer
Central Services
Fax: (419) 774-3581
 - (3) Email: rtroyer@richlandcountyoh.gov

The offeror shall submit said written request no later than ten (10) days prior to the proposal opening date and time. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective offeror concerning the RFP prior to proposal opening shall be furnished promptly to all other prospective offerors as an addendum, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective offerors.

5. Brand Names/Substitutions

- a. The contract documents may identify items that are proprietary products or has referenced a particular trade name, manufacturer's catalog or model number. This reference shall be interpreted as establishing a standard of quality only. This reference should not be construed as excluding proposals on other equal types of materials, equipment or supplies.
- b. During the RFP period, an offeror may submit a written request that any item not specifically identified in the RFP documents be considered as an equal substitution to that specified item, provided such submittal is made in a sufficient time for issuance of an addendum to the RFP documents. The offeror shall submit said request for substitution to the Department of Central Services no later than ten (10) days prior to the proposal opening date. The request for substitution, shall include, but is not limited to, pertinent product literature and/or samples of materials as required by Central Services. If the Owner accepts the offeror's request for substitution, the Department of Central Services shall issue an addendum giving notice of the acceptance of said substitution to all offerors in accordance with the provisions of Section (5) RFP Alterations and Addenda.
- c. The Department of Central Services reserves the right to be the final authority on the acceptance or rejection of any proposed substitution.

6. Procedure for Ranking of Proposals/Award of Contract

- a. Prior to opening of proposals, the Richland County Board of Commissioners shall enter executive session pursuant to Ohio Revised Code 121.22. After entering executive session, the Commissioners will open proposals that it receives in a manner that prevents the disclosure of contents of competing offers to competing offerors;
- b. The following factors and criteria will be used to evaluate each timely submitted proposal. The factors and criteria are listed in order of relative importance with the first listed factor as being the most important:
 - 1.) responsiveness to all material proposal specifications,
 - 2.) management skills,
 - 3.) conduct and performance on previous contracts,
 - 4.) price,
 - 5.) financial condition,
 - 6.) experience of offeror,
 - 7.) facilities,
 - 8.) ability to execute the contract properly.
- c. The Commissioners shall rank each proposal using the above referenced factors and criteria.
- d. The Commissioners, if necessary, may conduct discussions with offerors for the purpose of ensuring full understanding of, and responsiveness to, the requirements specified in the request for proposals, and accord fair and equal treatment with respect to any opportunity for discussion with offerors to provide any clarification, correction, or revision of proposals;
- e. If the Commissioners determine that discussions as described above are necessary, the Commissioners shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions;

- f. The Commissioners may negotiate with the offeror who submits the proposal that the Commissioners determine is the most advantageous to the county based on the rankings performed by the Commissioners and including any adjustment to those rankings based on above described discussions;
- g. The Commissioners shall conduct negotiations with only one offeror at a time;
- h. Except as provided below in these Instructions to Offerors, the Commissioners shall award a contract as provided herein.

7. Contractor's Qualifications

- a. The Owner may make such investigations as the Owner deems necessary to determine the ability of the offeror to perform the contract, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- b. The offeror shall submit a completed Experience Record with the proposal. The references shall include the following information: Company Name, Company Address, Contact Name and Phone Number.

8. Withdrawal of Proposal

Offerors may withdraw their proposals at any time prior to the award of the contract.

9. Award of Contract

The Owner may award a contract to the offeror whose proposal is determined to be the most advantageous to the county, taking into consideration the evaluation factors and criteria developed by the Owner, and set forth in the request for proposals. The Owner may award a contract in whole or in part to one or more offerors. The Owner shall include a written statement in the contract file stating the basis on which the award is made. The Owner shall send a written notice to the offeror to whom it wishes to award the contract and shall make that notice available to the public. Within a reasonable time period after the award is made, the Owner shall notify all other offerors that the contract has been awarded to another offeror.

10. Waiver of Technical Deviations

The Owner may waive any minor infractions of the instruction to offerors, immaterial deviations from the RFP, or any technical deviations from the RFP that do not effect proposal amount or give an offeror an unfair competitive advantage.

11. Rejection of Proposals

- a. The Owner reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that the Owner considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the Owner.
- b. The Owner reserves the right to reject, in whole or in part, any proposal that the Owner has determined, using the factors and criteria the Owner develops pursuant to ORC 307.862(A)(1) and would not be in the best interest of the county.
- c. The Owner may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

12. The following RFP documents shall be signed by the legally authorized representative, if applicable, and submitted prior to the execution of the agreement:

- a. Affirmative Action Certification
- b. Non-Discrimination and Equal Employment Opportunity Affidavit
- c. Non-collusion Affidavit
- d. Personal Property Tax Affidavit
- e. Copy of Certificate of Insurance: Proof of Coverage
- f. Copy of the Bureau of Workers' Compensation Certificate

13. Vendor Acceptance

The Offeror shall submit a signed Vendor Acceptance form and submit with your proposal. The Vendor Acceptance form must be signed by a legally authorized representative.

14. Termination of Negotiation

The Owner may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith. If the Owner terminates negotiations with an offeror, the Owner shall negotiate with the offeror whose proposal is ranked the next most advantageous to the county, according to the factors and criteria developed by the Owner.

15. Public Records

In order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract.

16. Cancel or Reissue of Request for Proposal

The Owner may cancel or reissue a RFP if any of the following apply:

- a. The supplies or services offered through all of the proposals submitted to the Owner are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP.
- b. The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds of the Owner.
- c. The Owner determines that award of a contract would not be in the best interest of the county.

SUPPLEMENTAL INSTRUCTIONS

1. Scope of Work

Richland County is a tax-exempt political subdivision of the State of Ohio. The intent of the Medical Services is to provide adequate Medical Services to the Richland County adult inmates. The scope of work may include a request for a clarification interview prior to award.

Richland County Jail has spent an average of \$70,000.00 on medical supplies \$2,000.00 on dental services, and all other medical services \$630,000.00 annually. This estimate does not guarantee or imply that Richland County will spend this amount on future medical expenses.

There will be two (2) proposal options, Baseline and Enhanced in the RFP. The Baseline requirements are less than the Enhanced. The Offeror must submit a proposal for each option.

2. Response Form

An Offeror shall submit a completed Proposal Form. It must be submitted on the proposal form supplied or on company letterhead.

3. Qualifications

The following are the minimum qualifications for the project:

- a. The Offeror must be organized and existing for the primary purpose of providing health care services.
- b. The Offeror must have at least two (2) continuous years of corporate experience (not individual) in administering health care and mental health programs.
- c. The Offeror must have demonstrated its experience and the quality of its care by following the guidelines of the National Commission of Correctional Health Care (NCCHC) in a jail, juvenile and/ or prison system. If the Offeror has not accomplished this, a detailed plan must be outlined as to how this will be followed in Richland County.
- d. The Offeror must demonstrate its ability to provide a health care system specifically for Richland County. It must demonstrate that it has the ability of immediate contract start-up, that it has a proven system of recruiting staff, and that it has an adequate support staff in its central office capable of completely supervising and monitoring its operation at the Richland County Jail.
- e. The Offeror must have a demonstrated recruiting program for all staff including professional care providers.

4. General Instructions

1. All Offerors must visit the Richland County Jail to obtain firsthand knowledge of the facilities.
2. Failure to submit the requested information may result in disqualification.
3. All RFP's must contain the following information:
 - a. Sufficient information concerning the medical service programs for the County to evaluate whether or not the Offeror meets the minimum requirements contained in the RFP documents. This information should include a detailed explanation of how on-site health services will be provided.
 - b. The name and resume of the individual who will be the on-site Program Administrator for each facility.
 - c. A list by name, address, and administrator of all correctional institutions where Offeror has provided health services.
 - d. A letter of intent from an insurance company authorized to do business in the State of Ohio stating its willingness to insure the Offeror for any outstanding debts accrued by Offeror in case of financial difficulties or bankruptcy.

- e. A full and complete staffing and organization chart and explain how health services for inmates at the Richland County Jail will be delivered.
- f. Information as to whether the Offeror is a corporation, a partnership, or a sole proprietor, or any other legal entity. A corporation shall give the State of Incorporation, and shall have the seal affixed. A partnership shall give the names of all partners. A sole proprietor doing business under a trade name shall give the name of the sole proprietor and the trade name under which the individual is doing business. This must include date organized to provide medical services in a correction facility, experience in providing medical care, number of employees, annualized dollars of payroll, and number of years doing business; describe current contracts to include client number and type, date of original contract, and type/size of organization; any facility currently under accreditation to include name of facility and accrediting agency.
- g. Information concerning the following personnel matters:
 1. Recruitment practice
 2. Equal employment opportunities
 3. Licensor/ certification requirements
 4. Staff training and personnel development
 5. Orientation of new personnel
 6. Employee assistance program
 7. Continuing education
 8. In-service training
 9. Performance review

5. Compliance

The Offeror must demonstrate the willingness and ability to comply with RFP Documents, in particular the Minimum Standards for Jails (Adult Detention) enforced by the Ohio Bureau of Adult Detention.

- a. On-site and Off-site services. State how on-site and off-site health care services will be provided. The Offeror must demonstrate an understanding of each task. Each task should be identified along with explanation of how the Offeror plans to approach the task. A restatement of tasks taken from these RFP documents will not be considered responsive.
- b. Program Support Services. In addition to providing on-site services, off-site services and personnel services, the Offeror will also be expected to provide professional management services to support the health program at Richland County. These additional program support services are as follows:
- c. Peer Review Committee: The RFP shall indicate the method to be used in instituting and maintaining a Peer Review Committee. The committee shall be responsible for developing, recommending, and implementing all policies and procedures necessary for the operation of the health program at Richland County. The Offeror shall identify the membership of the committee and how often the committee will meet. The County has final approval of committee membership.
- d. Quality Assurance Program: Specify guidelines for a Quality Assurance (QAP). The program administrator will establish a program for assuring that quality health care services are provided to inmates. The QAP will evaluate the health care provided to inmates both on-site and at offsite contract site facilities for quality, appropriateness, and continuity of care.

- e. Cost Containment Program: Specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism by which the Offeror plans to control health care costs, areas which cost savings will be achieved, and evidence of the success of such a program at other facilities.
- f. Management Information System: Indicate the methods to be used in implementing a system for collecting and analyzing the trends in the utilization of health care services. Offeror must provide a copy of the format to be utilized for reporting the data. The format utilized must be acceptable to the Richland County Board of County Commissioners and Jail Administrator.

6. **Price**

- a. This portion of the RFP should include the actual program cost for each individual entity, Richland County Jail (Adult Detention), for the first year of the contract and a guaranteed inflationary formula for subsequent years of the contract, and a per diem rate for population fluctuations.

Option 1: RFP price shall include the cost for one (1) full time RN (site manager) and a sufficient number of LPN's needed to provide medical services whereby one (1) nurse shall be on site 24 hours per day, every day of the week, every day of the year (this is not including the site manager) - except six holidays. The site manager shall be scheduled Monday – Friday on First Shift. The Service Provider shall interview the current staff for employment consideration.

Option 2: The RFP price shall include the cost for one (1) full-time RN (site manager) and a sufficient number of LPN's needed to provide medical services whereby two (2) nurses shall be on-site 24 hours per day, every day of the week, every day of the year (this is not including the site manager). The site manager shall be scheduled Monday-Friday on First Shift. The Service Provider shall interview the current staff for employment consideration

- b. Indicate the maximum coverage per single inmate illness or injury by the service provider, if one exists.
- c. Indicate the maximum coverage per occurrence for contagious/catastrophic illness or injury per inmate, per incident.
- d. Materials, supplies, or services covered by this contract are exempt from all sales tax. (Tax exempt #34-6002296).
- e. All work, labor, services, and materials to be furnished, supplied or performed by the Service Provider must strictly comply with all Federal, State, Local, Municipal, as well as any and all other governing jurisdictions and authorities, laws, rules, regulations, statutes, ordinances, and directives.

PROPOSAL FORM
REFERENCES

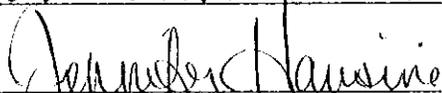
This form must be completed and submitted with your RFP on company letterhead, or on form provided.

1. Give three (3) references from prior or current owners.

Site Name	Address	Reference Contact	Services Provided	Contract Start Date
Clermont County, Ohio (NCCHC Accredited)	4700 East Filager Rd Batavia, Ohio 45103	Major Bernard Boerjer (513) 732-7088	<ul style="list-style-type: none"> ✓ Medical Services ✓ Dental Services ✓ Mental Health Services ✓ Juvenile Facility Services 	2/1/2002
Beaver County, PA	6000 Woodlawn Blvd. Aliquippa, Pennsylvania 15009	Warden Bill Schouppe (724) 378-8177	<ul style="list-style-type: none"> ✓ Medical Services ✓ Dental Services ✓ Mental Health Services ✓ MAT Program 	11/1/1994
Clark County, IN	501 E Court Ave Jeffersonville, Indiana 47130	Colonel Mark Grube 812-283-4471 EXT 3156	<ul style="list-style-type: none"> ✓ Medical Services ✓ Mental Health Services ✓ EMR 	6/1/2023

Offeror: Southern Health Partners

Address: 2030 Hamilton Place Blvd. Ste 140 Chattanooga TN 37421

Authorized Signature: 

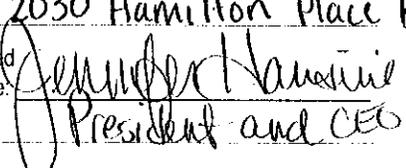
Title: President and CEO

PROPOSAL FORM
EXPERIENCE RECORD

The Offeror is required to state, in detail, in the space provided below, what work of a character similar to that included in the proposed contract they have done, to give references and such other detailed information as will enable the Owner to judge this responsibility experience, skill and financial standing. RFP's from Contractors inexperienced in this particular type of work may not be considered.

Southern Health Partners, Inc. (SHP) is a Tennessee-based business formed in 1994, to provide health care services to inmate patients in jails. Over these 30 years, SHP has built a management team with extensive experience in law enforcement, jail medical operations, and county government. The combination of these key leaders allows us to be a better resource to our clients in all parts of jail management.

Our programs are influenced by applicable state jail standards and we constantly strive to provide the best care for our patients and the best value to our customers. For a more detailed look at our history and experience, please see Tab 1 of our enclosed proposal.

Offeror: Southern Health Partners
Address: 2030 Hamilton Place Blvd. Ste 140 Chattanooga, TN 37421
Authorized Signature: 
Title: President and CEO

RFP FORM
PRICING

JAIL

OPTION 1

Actual Program Cost \$ 700,590 /First Year

Per Diem Rate \$ 1.25 /Inmate Fluctuation

OPTION 2

Actual Program Cost \$ 1,121,064 /First Year

Per Diem Rate \$ 1.25 /Inmate

Fluctuation

Offeror: Southern Health Partners
Address: 2030 Hamilton Place Blvd. Ste 140 Chattanooga, TN 37421
Authorized Signature: [Handwritten Signature]
Title: President and CEO

RFP FORM
Future Pricing

Year 2 - 4% \$728,613.60

Per Diem Rate \$1.30

Year 3 - 4% \$757,758.14

Per Diem Rate \$1.35

Offeror: Southern Health Partners, Inc.
Address: 2030 Hamilton Place Blvd, #140, Chattanooga, TN 37421
Authorized Signature: [Handwritten Signature]
Title: President and CEO

PROPOSAL FORM
OFFERORS CHECKLIST

✓

Proposal Form *

✓

Experience Record*

✓

Vendor Acceptance*

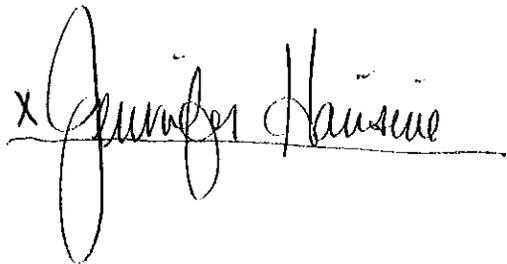
✓

Written Documentation*

✓

All items must be submitted in a sealed envelope showing the company name, Proposal Number RFP 24-41, marked Richland County Medical Services RFP, and the date and time of the RFP opening

* Must be submitted with a signature by a responsible officer of the company

x 

VENDOR ACCEPTANCE
(Must return with proposal.)

The vendor is asked to indicate acceptance by having a representative of the company sign and date this page and include this page with the proposal.

Name of Authorizing Officer: Jennifer Hairsine

Title: President and CEO

Name of Firm: Southern Health Partners, Inc.

Address: 2030 Hamilton Place Blvd. Ste 140

City, State, and ZIP Code: Chattanooga, TN 37421

Telephone Number: 423 553 5635 ext. 911

I, Jennifer Hairsine, (print or type name)

accept the format and technical specifications as outlined in this proposal for
MEDICAL SERVICES Proposal for RICHLAND COUNTY, OHIO, and
am proposing an appropriate proposal which will meet its mandatory
requirements. It is my understanding that my proposal, if accepted, will

become part of the contract.

Jennifer Hairsine
Vendor Authorized Signature

1-30-2024
Date

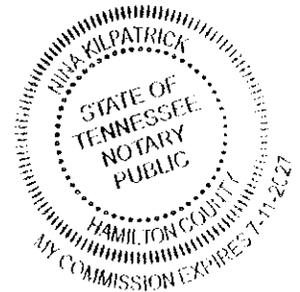
Tracey Yarb
Witness Signature

1/30/2024
Date

Sworn to and subscribed before me this 30 day of January, 2024.

[Signature]
Notary Public
My Commission expires 7-11-27

Recorded in Hamilton County



STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR

AGREEMENT:

Made as of the _____ day of _____ in the year of Two-thousand and twenty four (2024).

BETWEEN THE OWNER: The Owner is composed of the following Contracting Authorities:

**Richland County Commissioners
Administration Building
50 Park Avenue East, Mansfield, OH 44902**

And the CONTRACTOR:

**Southern Health Partners, Inc.
2030 Hamilton Place Blvd, Ste 140
Chattanooga, TN 37421**

TYPE OF SERVICE: Provision of Medical Services

The **OWNER** and the **CONTRACTOR** agree as set forth below:

Article 1 Contract Documents

The contract documents, which comprise the entire agreement between OWNER and the CONTRACTOR, consist of the following:

- 1.1 This agreement;
- 1.2 General Conditions
- 1.3 Supplemental Conditions
- 1.4 Specifications
- 1.5 Addenda
- 1.6 Proposal Form
- 1.7 Experience Record
- 1.8 Instructions to Offeror
- 1.9 Supplemental Instructions to Offeror
- 1.10 Auditor's Certification
- 1.11 Unresolved Debt Affidavit
- 1.12 Vendor Acceptance
- 1.13 Affirmative Action Certification
- 1.14 Delinquent Personal Property Tax Affidavit
- 1.15 Non-Collusion Affidavit
- 1.16 Non-Discrimination and Equal Employment Opportunity Affidavit
- 1.17 Direct Billing Departments/Billed to Central Services Departments
- 1.18 Certificate of Insurance
- 1.19 Bureau of Workers Compensation Certificate

Article 2 Contracting Authority

A "Contracting Authority" means:

- a. any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the county or any agency, department, authority, commission, office, or board thereof.
- b. any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the township or any agency, department, authority, commission, office, or board thereof.
- c. any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the municipal corporation or any agency, department, authority, commission, office, or board thereof.

Article 3 Payment by Contracting Authorities

Each Contracting Authority shall pay the Contractor in accordance with the Contract Documents. Each Contracting Authority shall be liable to pay for only its own purchases. A Contracting Authority shall not be liable to pay for purchases made by another Contracting Authority. In the event a Contracting Authority fails to pay the Contractor in accordance with the Contract Documents, all other Contracting Authorities shall not be liable for said nonpayment.

Article 4 Performance by Contractor

The Contractor shall perform all services in accordance with the contract documents and shall provide all equipment, motor vehicles, supplies, and materials, necessary to perform those services.

Article 5 Warranties and Representations

In addition to any warranties, provided by law, the Contractor represents and warrants that the goods, equipments, materials, supplies, products and/or service, shall meet all conditions, requirements and specifications as provided for in the contract documents.

Article 6 Termination for Convenience

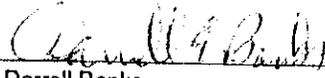
Because the Owner is comprised of multiple Contracting Authorities each having statutory contracting authority, each Contracting Authorities may terminate without cause this Agreement by written notice of cancellation mailed to the Contractor at its business address at least thirty (30) days prior to the effective date of cancellation. The Contractor may terminate this Agreement without cause by written notice of cancellation mailed to the applicable Contracting Authority at their business addresses at least ninety (90) days prior to the effective date of cancellation.

Article 7 Termination for Cause

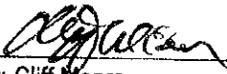
- a. In the event of default by the Contractor, the Contracting Authority may terminate this contract without any further liability to the Contractor. Said termination shall be effective immediately upon delivery of written notice to the last known address of Contractor.
- b. The following events shall constitute default by the Contractor:
 - (1) the provision of defective goods, equipment, materials, supplies or products,
 - (2) failure to furnish goods, equipment, materials, supplies or products in accordance with the standards required by the contract documents,
 - (3) the quality of goods, equipments, materials, supplies or products fails to meet acceptable commercial standards,
 - (4) failure to keep adequate inventory,
 - (5) failure to deliver goods, equipments, materials, supplies or products in accordance with the contract documents,
 - (6) failure to perform services in accordance with the contract documents,
 - (7) failure by the key representative to perform his/her duties in accordance with the Contract documents,
 - (8) nonperformance by contractor of any terms, conditions or provisions of this contract,
 - (9) any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief of, or relating to, debtors,
 - (10) the filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of the Contractor's property.
- c. In the event a Contracting Authority consents to or waives the breach of any provision or covenant of this Agreement, such waiver shall not constitute a waiver of such provision or covenant in the future. The Contracting Authority shall not be prevented from later enforcing any provision or covenant it may have previously waived or elected not to enforce, nor shall such waiver have any effect on the enforcement of any other provision.
- d. The Contractor shall pay the Contracting Authority all costs and expenses, including (but not limited to) attorney's fees, incurred by the Contracting Authority in exercising any of its rights or remedies hereunder of the terms, conditions or provisions hereof.

This Agreement is entered into as of the day and year first written above.

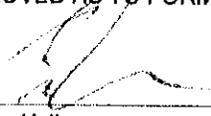
BOARD OF RICHLAND COUNTY COMMISSIONERS


By: Darrell Banks 3/12/24
(date)

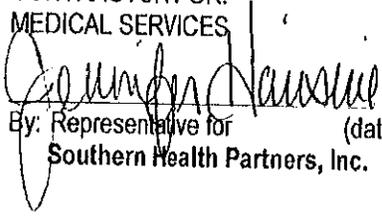

By: Anthony Vero 03/12/2024
(date)


By: Cliff Mears 3/12/24
(date)

APPROVED AS TO FORM:


Andrew Keller 3/12/24
County Administrator (date)

CONTRACTOR FOR:
MEDICAL SERVICES


By: Representative for 3/8/24
Southern Health Partners, Inc. (date)



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Southern Health Partners, Inc.**
Date: **3/8/2024 3:27:48 PM**

This search produced the following list of **8** possible matches:

Name/Organization	Address
Institute of Charter School Management and Resources	368 South Patterson Boulevard
Institute of Management and Resources	368 South Patterson Blvd.
Institute of Management and Resources	368 South Patterson Boulevard
Institute of Management and Resources, Inc.	118 W. 1st Street, Suite 620
Institute of Management and Resources, Inc.	368 South Patterson Blvd.
Institute of Management and Resources, Inc.	368 South Patterson Boulevard
Institute of Management and Resources, Inc.	368 South Patteson Blvd.
Southern Ohio Academy	522 Glenwood Ave

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

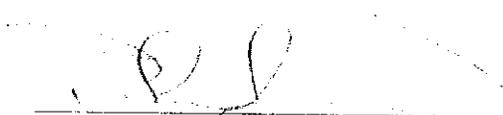
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Richland County

CERTIFICATE

As the Auditor of Richland County, Ohio, I certify that the money required to meet the obligations of Owner under the attached Agreement between Owner and Contractor has been lawfully appropriated by Owner for those purposes and is in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: 3/12, 2019



County Auditor
Richland County, Ohio

AFFIRMATIVE ACTION CERTIFICATION
FOR
EQUAL EMPLOYMENT OPPORTUNITY

This is to certify that Southern Health Partners, Inc
(Name of Contractor)

has executed a written Equal Employment Opportunity Affirmative Action program in accordance with Titles VI and VII of the 1964 Civil Rights Act, Executive Order 11246 as amended, the Governor's Executive Order and the Equal Employment Opportunity Program of the Board of Richland County Commissioners.

If Southern Health Partners, Inc. is found to have
(Name of Contractor)

the lowest responsive and responsible offeror, we understand that under the provisions of the resultant contract that we are obliged to take Affirmative Action to provide equal employment opportunity without regard to race, religion, color, sex, or national origin.

Katie Utz, Sr. VP Human Resources an authorized
(Name and Title)

official of Southern Health Partners, Inc. is
(Name of Contractor)

responsible for the implementation of this contractual obligation.

Katie D. Utz
Official's Signature

January 29, 2024
Date

This certification becomes part of the resultant contract.

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the proposals and resulting contract for the following:

Subject: MEDICAL SERVICES PROPOSAL

Department: SHERIFF'S DEPARTMENT

RFP No. RFP 24-41

State of Tennessee County of Hamilton, ss:

Lacey LaFuze being first duly sworn, deposes and says that he/she is the
(Name)

VP- COO of Southern Health Partners
(Title)

with offices located at 2030 Hamilton Place Blvd. Ste 140 Chattanooga, TN 37421
(Address of Vendor)

and as its duly authorized representative states that effective this day of 1/29/24

is not charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.

is charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.

County Amount (Include total amount and any penalties and interest thereon)

Richland

\$ _____

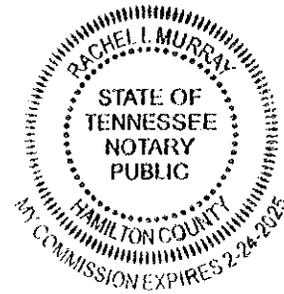
\$ _____

\$ _____

Lacey LaFuze
(Affiant)

Sworn to and subscribed this 29th day of January, 2024

[Signature]
(Notary Public)



section 5719.042 O.R.C.

My Commission expires 2 24, 2025 (Seal)

NON-COLLUSION AFFIDAVIT

STATE OF ~~OHIO~~ Tennessee

COUNTY OF Hamilton SS:

Jennifer Hairsine being first duly SWORN, deposes and says that they are

the President and CEO authorized representative of Southern Health Partners the party making the forgoing proposal; that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that any one shall refrain from proposal; that said offeror has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said offeror or of any other offeror, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all standards contained in such proposal are true; and further, that said offeror has not, directly or indirectly, submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to such person or person as have a partnership or other financial interest with said offeror in his general business.

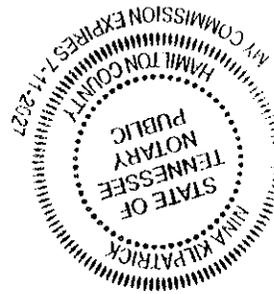
Jennifer Hairsine, President & CEO
Affiant and Title

SWORN to before me and subscribed in my presence this

30 day of January, 2024.

[Signature]
Notary Public

My Commission expires July 11, 2027 (Seal)



NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF Tennessee

COUNTY OF Hamilton

Katie D. Utz being first duly sworn, deposes and says

that they are Sr. Vice-President, Human Resources
(President, Secretary, etc.)

of Southern Health Partners, Inc the party who made the foregoing proposals; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the proposals and contract under this proposals, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best offeror under the foregoing proposals, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

Katie D. Utz
Signature

Katie D. Utz
Affiant

Southern Health Partners, Inc
Company/Corporation

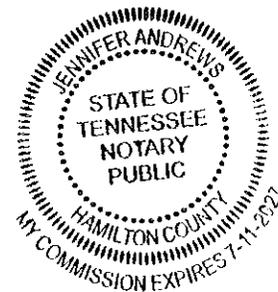
2030 Hamilton Place Blvd Ste 140
Address

Chattanooga TN 37421
City/State/Zip Code

Sworn to and subscribed before me this 29th day of January, 2024.

Jennifer Curran
Notary Public

My Commission expires July 11, 2027 (Seal)



GENERAL CONDITIONS

1. Record Keeping Requirements

The contractor shall provide monthly purchase reports, to Richland County Central Services with the following information:

- a. Items
- b. Department and address locations
- c. Material Code and description
- d. Quantity of each item purchased/leased
- e. List price
- f. Cost to Owner
- g. Discount received by the Owner
- h. Month to date & year to date figures (By department - quantity and cost)

2. Billing Features

a) The Contractor shall send a monthly invoice for each account by e-mail.

b) The monthly invoice shall identify the following:

- (1) Account code
- (2) Department name
- (3) Department address
- (4) Invoice date
- (5) Itemized description of charges
- (6) Total billing charges
- (7) Any additional charges not listed above

c) **The Owner shall not pay late fees.**

3. Taxes

The Owner shall not pay local, state, or Federal taxes. If requested, the Contractor will be furnished with an exemption certificate.

4. Permits/Codes

The Contractor is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or offeror shall have obtained a legal waiver.

5. Delivery of Goods

The Owner shall not pay delivery fees. All proposal prices shall include inside delivery costs. The Owner shall not pay any charges for inside delivery made directly to the destination. All shipments are to be made as requested directly to the department.

6. Non-Acceptance of Supplies

The Contractor shall correct any problem involving incorrect shipments, quality of supplies, or billing problems immediately upon request of the Owner. All returns will be the sole responsibility of the contractor. The Owner shall not permit return charges.

7. **Performance Requirements**

The Owner may reject any supplies or equipment that fail to conform in all respects to the specifications. A representative or agent of the Owner shall contact the contractor by telephone within ten (10) days after delivery of the rejected supplies or equipment of the reason for rejection. If the contractor fails to make immediate replacement of rejected supplies or equipment, the Owner may procure in the open market supplies and equipment that meets the specifications. If the Contractor does not perform in accordance with the specifications of the contract, it shall be considered breach of contract for non-performance and may result in a claim against the Contractor for all costs and damages to procure like items in the open market.

8. **Force Majeure Clause**

Notwithstanding any other provision herein, each party's time of performance shall be extended to the extent reasonably necessary in the event that an act of nature, war, civil commotion, fire, explosion or other force majeure event occurs without the fault or negligence of the non-performing party and prevents timely performance under this agreement; provided, however, that such failure to perform or delay could not have been prevented through the use of reasonable precautions, and such delay or non-performance cannot be reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. The affected party shall promptly notify the other party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution.

9. **Placement of Orders**

A representative or agent of the Owner shall directly place orders with the Contractor.

10. **Labeling of Shipments**

The Contractor shall properly label all items and show all information necessary to deliver the items to the proper location. All shipments shall show the name of the entity placing the order and specific delivery location. All shipments must be accompanied by a packing slip showing the order number or invoice number.

11. **Estimated Requirements**

Actual future purchases under this contract may exceed or be less than the estimated requirements furnished by the Owner during the proposal process. The Owner does not obligate itself to purchase said estimated requirements. Said estimated requirements are stated to give potential offerors a range or approximation of what the Owners' annual purchases could possibly be during the upcoming years.

12. **Order Entry/Internet**

The ordering process must be simple and convenient. The contractor shall be able to accommodate order entry by telephone or fax Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m., excluding County holidays.

The Contractor may have available internet ordering for the use of the Owner.

No substitutions are permitted unless authorized by the person placing the order.

13. **Contractor Support**
The Contractor shall at all times have a customer service representative available as a representative and liaison to work with the Richland County Central Services Department and individually with each board, department or agency. The Contractor must be automated and provide computerized order entry, billing, and management reports capable of providing the report specified.
14. **Contract Administration**
The Richland County Central Services Department will administer the contract.
15. **Equal Opportunity Provisions Required**
The Contractor agrees to comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11377 and as supplemented in the Department of Labor Relations 41 EFR, Part 60. The Contractor agrees to both of the following:
 - a. That in the hiring of employees for the performance of work under the contract or any subcontract no contractor, subcontractor, or any person acting on their behalf shall, by reasons of race, creed, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a labor or workers, who is qualified and available to perform the work to which the contract relates;
 - b. That no contractor, subcontractor, or any person acting on their behalf, shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.
16. **Title VI of the Civil Rights Act**
The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act, Section 504 of the Vocational Rehabilitation Act of 1978 and the Family Privacy Act, along with other applicable rules and regulations.
17. **Affirmative Action Certification**
The Contractor shall complete and provide to the Owner an Affirmative Action Certification. Providing said Certification does not relieve the Contractor from his obligation to fully familiarize himself with all germane affirmative action requirements.
18. **Non-Collusion Affidavit**
The Contractor shall complete and provide to the Owner an affidavit stating that neither he nor his agent, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit shall be on the form, attached hereto and delivered by the Contractor to Central Services prior to execution of the contract.
19. **Personal Property Tax Affidavit**
The Contractor shall complete and provide to the Owner a Personal Property Tax Affidavit in compliance with ORC Section 5719.042.

20. **Insurance Requirements**

Throughout the contract period, the Contractor shall maintain a comprehensive insurance program affording as a minimum the coverage specified below. The Contractor shall submit to the Owner prior to the execution of the contract a Certificate of Insurance that identifies the types and amounts of coverage, and names the Richland County Board of Commissioners, the Richland County Mental Health and Recovery Services Board, and the Mental Health Provider (as defined in the Mental Health Services Scope of Work, presently Catalyst Life Services) as additional insureds. If there is any change in the Contractor's insurance carrier or liability amounts, the Contractor shall supply the Owner with a new Certificate of Insurance.

Workers' Compensation Coverage – as required by law.

Comprehensive Liability – Contractor shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the terms of this agreement. Contractor shall carry liability limits not less than \$1,000,000 per occurrence and shall name Owner as an Additional Insured.

Automobile Liability – a minimum of \$1,000,000 single limit occurrence and shall name Owner as an Additional Insured.

Medical Professional Liability -- a minimum of \$1,000,000 per occurrence and \$3,000,000 aggregate per year in medical professional liability coverage and shall name Owner as an Additional Insured.

21. **Indemnification**

The Contractor agrees to indemnify and hold harmless the Owner, its agents, employees, or any other person against loss or expense including attorneys' fees, by reason of any liability imposed by law upon the Owner, for damage because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising solely out of Contractor's duties under this agreement. It is further understood and agreed that the Contractor shall (at the Option of the Owner) defend the Owner with appropriate counsel to be chosen and provided by Contractor and shall further bear all cost and expenses, including the expense of counsel, in the defense of any suit arising hereunder. Owner shall promptly notify Contractor of any incident, claim, or lawsuit of which Owner becomes aware and shall fully cooperate in the defense of such claim, but Contractor shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require Contractor to indemnify Owner, its agents and/or employees from the Owner's, its agents' and/or employees' own negligence and/or their own actions or inactions.

22. **Federal, State and Local Laws**

The Contractor shall comply with all applicable Federal, state, and local laws in the performance of the contract, including applicable state and Federal laws regarding drug-free work places. The Contractor shall accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the contractor in the performance of the contract.

23. OSHA Compliance

- a. Any equipment or materials supplied under this contract must comply with all requirements and standards of the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. The Owner may reject any items not meeting OSHA specifications. At the convenience of the Owner, the Owner may require the Contractor to provide training at the Contractor's expense to county employees in the operation or maintenance of any item.
- b. Prior to delivery of any material that is caustic, corrosive, flammable or dangerous to handle, the contractor shall provide the appropriate facility with written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid.
- c. The Contractor shall post at each appropriate facility a Material Safety Data Sheet, containing a List of Hazardous Chemicals and Substances. Upon the delivery of any hazardous chemicals or substances, the contractor shall identify said hazardous chemicals and substances on said List of Hazardous Chemicals and Substances.

24. Assignment

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor for any duty or responsibility under the contract documents.

25. Amendment

The Owner and the Contractor each reserves the right to make amendments to this contract provided that any such amendment is in accordance with law and the Owner and the Contractor each agrees to such amendment in writing.

26. Independent Contractor

The Contractor shall perform the services required by the contract as an independent contractor and not as an agent or employee of the Owner. All persons employed by the contractor to perform services hereunder shall be employees solely of the Contractor and shall not be agents or employees of the Owner.

27. Giving Notice

Whenever any provision of the contract documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified, postage prepaid, to the last business address known to the giver of the notice.

28. Cumulative Remedies

The duties and obligations imposed by these contract documents and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the contract documents, and the provisions of this paragraph will be as effective as if repeated specially in the contract documents in connection with each particular duty, obligation, right, and remedy to which they apply.

29. Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the contract documents, as well as all continuing obligations indicated in the contract documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

30. Controlling Law

This contract shall be governed by the law of the State of Ohio.

31. Records

The Contractor shall keep, maintain, make available for inspection and copying, and release any and all records generated in the performance of this agreement in accordance with state and federal law governing public records and the Owner's record retention schedules. The Contract shall remove and destroy said records in accordance with state and federal law governing public records and the Owner's record retention schedules.

32. Unresolved Debt

The Contracting Authority shall complete an unresolved debt search in compliance with ORC Section 9.24.

SUPPLEMENTARY CONDITIONS

1. **Contract Term / Renewal Terms**

The initial term of the contract will be in effect from April 1, 2024 through February 28, 2025 at 0000 hours.

The Contracting Authority shall have the option, to be exercised as hereinafter provided, to renew the term of this contract for three (3) consecutive periods of one (1) year. The three (3) one (1) year renewal term shall be upon the same terms, covenants, options, and conditions as provided in these contract documents. The Contracting Authority may exercise its option to renew the contract; Central Services shall notify the Contractor in writing of its election to renew the contract at least forty-five (45) days prior to the expiration of the initial term of the contract and at least forty-five (45) days prior to the expiration of any renewal term. If Central Services fails to give the Contractor said written notice, the contract shall be cancelled on the termination date described in the agreement.

2. **Contract Extension**

The Contracting Authority reserves the right to extend this contract sixty (60) days beyond the termination date of the initial term. Said contract extension shall be upon the same terms, covenants, options, and conditions as provided in these contract documents. The Contracting Authority may exercise its option to extend the contract for sixty (60) days, Central Services shall notify the Contractor in writing of its election to extend the contract at least thirty (30) days prior to the expiration of the initial term of the contract.

SPECIFICATIONS

The parties agree to Option 1 of this agreement.

1. JAIL HEALTH CARE PROGRAM DEVELOPMENT

The Service Provider shall be the health authority as defined in OAC Rule 5120:1-8-09 subject to the responsibilities outlined therein.

- a. The Service Provider, subject to the approval of the Jail Administrator within 15 days of contract award, will establish the content and location of first aid kits.
- b. The Service Provider will develop, within 45 days of contract award and with the approval of the Jail Administrator, written job descriptions for health care staff and will provide for annual review and updating as needed.
- c. The Service Provider, within 30 days of contract award and subject to the approval of the Jail Administrator, will select a sufficient number of shift medical staff to adequately provide health services.
- d. The Service Provider will review and propose changes as needed for information on health services for the Inmate Handbook within 45 days of contract award.
- e. The Service Provider will review and propose changes as needed for protocol for staff response to medical emergencies within 30 days of contract award.
- f. The Service Provider will review and propose changes as needed for medical protocols for the Jail which specify treatment of identifiable, relatively minor conditions and on-site treatment of emergency conditions. This will be accomplished within 45 days of contract award.
- g. The Service Provider will review and propose changes as needed of policies and procedures for Health Service including medical, dental and mental health, consistent with the Jail Policy and Procedures Manual format and subject to the approval of the Jail Administrator within 45 days of contract award.
- h. The Service Provider will review and propose changes as needed to the system for medication management within 45 days of contract award and subject to the approval of the Jail Administrator. This system will include security and storage of controlled substances and drug supplies, inventory control, dispensation of prescription and non-prescription medication, and cost efficiencies. The medical staff will assist in development of specification for pharmacy services and review pharmacy bills for accuracy.
- i. The Service Provider will provide, subject to the approval of the Jail Administrator and within 60 days of contract award, training for correctional officers.
- j. The Service Provider in establishing a mental health program subject to the approval of the Jail Administrator. A written program will be completed within 60 days of contract award.
- k. The Service Provider, as the jail Service Provider, will review and propose changes as needed within 60 days of contract award and subject to the approval of the Jail Administrator, written protocol for working with all other jail health Service Providers.
- l. The Service Provider will review and propose changes as needed programs for jail dental, drug abuse and alcohol abuse programs within 30 days of the contract award and subject to the approval of the Jail Administrator. The Service Provider will coordinate these programs on behalf of the County. Wherever possible, these services should be provided in the jail by community organizations so services may continue upon release and at no cost to the County.

2. ANNUAL REVIEWS

- a. The Service Provider will submit separate annual statistical report on health care delivery for the Jail in a format agreed upon by the County.
- b. The Service Provider will review, at least annually, the Health Service Statements in the Richland County Jail Policy and Procedure, modifying these statements as necessary to be consistent with the operating conditions and standards and subject to the approval of the Jail Administrator
- c. The Service Provider will review and modify subject to the approval of the Jail Administrator at least annually the written information on health service for the Inmate Handbook.
- d. The Service Provider will review and modify subject to the approval of the Jail Administrator at least annually the established protocol for staff response to medical emergencies.
- e. The Service Provider will review and modify at least annually the medical protocols for the Jail which specify definitive treatment of identifiable, relatively minor conditions and for on-site treatment of emergency conditions.

3. QUARTERLY/ MONTHLY REVIEWS

- a. The Service Provider Site Supervisor will meet monthly or bi-monthly with the Jail Administrator or their designees to review the healthcare program and administrative procedural issues.
- b. The Service Provider will review a sampling of the inmate medical charts on a monthly basis.

4. PROFESSIONAL HEALTH STAFF

- a. All professional health staff will be licensed in Ohio and will file license certificate, registration and/ or restrictions with the Jail Administrator and County Commissioner prior to start of contract. The Service Provider will furnish professional liability insurance.
- b. The health staff will adhere to the Richland County Jail Policy with regard to security regulations.
- c. Professional health staff (doctor or nurse) will be in the Jail and providing medical services as necessary to comply with the standards and these specifications.

Option 1: The medical staff shall have at least one (1) full-time RN (site manager) and a sufficient number of LPN's needed to provide medical services. A medical staff nurse shall be on-site and available from 7am-7am every day of the week, every day of the year (this is not including the site manager) except six holidays. The site manager shall be scheduled Monday-Friday on First Shift. The Service Provider shall interview the current staff for employment consideration.

Option 2: The medical staff shall have at least one (1) full-time RN (site manager); and a sufficient number of LPN's as needed to provide medical services. Two (2) LPN's shall be on site from 7am-7am (24 hours per day), every day of the week, every day of the year (this is not including the site manager). The site manager shall be scheduled Monday-Friday on First Shift. The Service Provider shall interview the current staff for employment consideration.

- d. The Service Provider or an approved substitute doctor, will be available for consultation 24 hours per day, every day of the week.
- e. Annually, the Service Provider Site Manager will meet with the Jail Administrator to review licensing of all Service Provider employees

5. MEDICAL SERVICES

- a. The Service Provider will review all treatment plans established by others.
- b. The Service Provider will establish and maintain medical records consistent with the state law standards and accepted community practice.
- c. The Service Provider will review and update as needed medical programs for the following:
 - Medical housing inmates
 - Chemically dependent inmates
 - Detoxification
 - Pregnant inmates
 - Prosthesis
 - Chronic Care
 - Delousing
 - Health Education
 - Follow-up examination after every use of force
 - Infectious Disease control program
 - Medical Restraints
 - Pre-natal care
- d. Preferred party agreements for current Medicaid rate will be adhered to (when applicable). Service Provider will also adhere to the rules in ORC 341.191 regarding billing and payment of services to off-site medical providers.
- e. The Service Provider shall provide and/or maintain electronic medical records (EMR) for inmates at the Richland County Jail. These records shall remain the property of the Richland County Jail as defined in the county's retention policy.

6. TRAINING

- a. The Service Provider, subject to the approval of the Jail Administrator, will provide and document a minimum of 4 hours of training annually to officers. This training requires that officers have:
 - Read and know all medical policies and procedures and Sheriff's staff, including but not excluding grievance procedures and protocols
 - Observed the setup and distribution of all medications
 - Observed rounds and sick calls
 - Performed procedures in taking vital signs (blood pressure, pulse, respirations and temperature)
 - Knowledge of protocol for contacting medical staff
 - Understand what and how to use Illness Reports
- b. The Service Provider will work with the training coordinator of the Sheriff's Office to ensure that the medical training program provides appropriate training in an adequate number of hours. Medical related curricula should include training in:
 - Recognition of signs and symptoms of mental illness, mentally challenged, emotional disturbance and chemical dependency
 - Recognition of and response to emergency situation
 - Methods of obtaining assistance
 - Procedures for patient transfer
 - Book-in Medical Screening
 - Mental Health Issues
 - Suicide Prevention
 - Infection Control (MRSA, TB, Hepatitis, Blood-Borne Pathogens, etc.)
 - Treatment of Ectoparasite/lice etc.

- c. The medical staff assigned to the Richland County health program will participate in 24 hours of orientation training provided by the Sheriff's Office and 2 hours training each year thereafter.
- d. Upon request, the Service Provider may determine requirements for health care personnel and make recommendations to the Jail Administrator as part of the budget process.

7. MEDICATION/ MEDICAL SUPPLIES

- a. The Service Provider will inventory first-aid kits monthly and replace expended items at the Service Providers cost
- b. All medical supplies, medications, dressings or other expendable items will be furnished to inmates by the Service Provider in a manner consistent with standard procurement procedure. The Service Provider will maintain contracts for pharmaceuticals, off-site lab work, on-site and off-site radiological services, biohazard waste removal and off-site patient care.
- c. If requested, the Service Provider will advise the Jail Administrator regarding the Jail's medical budget for supplies, materials, equipment and space.
- d. **Option 1:** The Service Provider shall be responsible for setting up medications and will give dispense to the inmates every day of the week except for six (6) holidays – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Medication set-up on these holidays shall be pre-packaged by the medical staff and Trained Correctional Officers will dispense to inmates. Security staff shall be provided to the medical staff during med-pass times.

Option 2: The Service Provider shall be responsible for setting up medications and shall dispense the medications to the inmates every day of the week, every day of the year. Security staff shall be provided to the medical staff during med-pass times.

8. INMATE EXAMINATION/CLASSIFICATION/SEARCH

Option 1:

- a. The Service Provider will review and propose changes as needed for the system to provide a preliminary health evaluation record for all new intakes. The Service Provider shall do all final approval of preliminary health screening as provided on the form.
- b. The health staff will make known specific information which bears on the classification of a particular inmate and, upon request, assist in inmate classifications decisions.
- c. The Service Provider will review and propose changes as needed for the required policy for body cavity searches.

Option 2:

- a. The Service Provider will review and propose changes as needed for the system to provide a preliminary health evaluation record for all new intakes. The Service Provider shall do all final approval of preliminary health screening as provided on the form.
- b. The health staff will make known specific information which bears on the classification of a particular inmate and, upon request, assist in inmate classifications decisions.
- c. The Service Provider will review and propose changes as needed for the required policy for body cavity searches.
- d. The Service Provider shall develop and implement a comprehensive treatment plan for inmates experiencing alcohol and/or drug withdrawal. For inmates experiencing severe withdrawal symptoms, a nurse shall make contact with and assess and document at least every four (4) hours those inmates determined by the Service Provider to be experiencing severe withdrawal.
- e. The Service Provider shall implement a system whereby a nurse shall complete or attempt to complete a health appraisal on every new intake within two (2) hours of entering the jail.

9. REQUESTS/ SICK CALL

- a. Inmate medical requests will be collected daily and evaluated the same day. Officers will review inmate medical requests in the absence of the nurse and take appropriate action.
- b. The Service Provider will visit and document the evaluation of inmates in disciplinary detention and administrative segregation at least daily.
- c. A physician and/or qualified health care professional, shall hold at least one sick call a week and the nurse shall hold four sick calls a week not including the practitioner sick call. The practitioner shall be on-call 24 hours a day/seven days a week.
- d. The medical staff shall utilize the Jail's current Kite System to communicate with inmates as directed by the Jail Administrator.

10. CONSENT/ PERSONAL PHYSICIANS

- a. The previous policy established and implemented to obtain inmate consent for treatment will be reviewed and changes suggested as needed.
- b. The previous policy developed to provide for use of personal physicians will be reviewed and changes suggested as needed.

11. SUICIDE PREVENTION/ DEATH

- a. The Service Provider, subject to the approval of the Jail Administrator, will adhere to written policy and procedures governing suicide prevention, detection, intervention, and response.
- b. If requested, the Service Provider will assist in the investigation of a death of an inmate.

12. FOOD SERVICE/ HYGIENE/WORK CREW

- a. The Service Provider will assist the food service staff in developing special therapeutic menus.
- b. The Service Provider will provide health screening for all inmate food service workers, inmate floor workers, and outside work crew inmates. The eligibility for health reasons of inmates to work will be determined by the medical staff.
- c. The Service Provider will advise Jail staff on proper cleaning and/or disposing of contaminated clothing and bedding, and cleaning of contaminated areas.

13. DENTAL CARE SERVICES

- a. The Service Provider will develop and implement dental services.
- b. The Service Provider will conduct a dental screening within 14 days of admission.
- c. The medical staff will screen inmates for the dentist.
- d. The Service Provider shall arrange access for inmates to professional dental treatment for extractions and other emergency work.
- e. The Service Provider will provide inmates confined longer than six (6) continuous months preventative and corrective dental care.

14. MENTAL HEALTH SERVICES - SUMMARY OF WORK

- a. The Service Provider will be available for consultation regarding mental health inmate concerns on a 24/7 basis.
- b. The Service Provider will provide post-admission screening for inmates who request psychiatric services or those referred by the Jail staff. Referrals to an appropriate mental health agency will be conducted with consultation with the Jail Administrator or medical staff, if necessary. Proper documentation will be completed and charted as required.
- c. The Service Provider will conduct a mental health evaluation of all inmates within 14 days of admission. Proper documentation will be completed and charted as required.
- d. The Service Provider shall ensure that inmates showing signs of a development disability or mental illness will be referred immediately to qualified mental health personnel to include transfer to the appropriate mental health facility, if necessary. Proper documentation will be completed and charted as required.
- e. Within thirty (30) days of contract award, the Service Provider shall review the Policy and Procedure manual and propose changes to the Jail Administrator as needed.
- f. The Service Provider will maintain proper medical charting procedures and may be requested to conduct chart reviews.
- g. The Service Provider may be consulted in matters regarding decisions to classification, housing assignments, program assignments, disciplinary action and transfers to and from the facility. The Service Provider may recommend classification changes as needed based upon behavior problems, deterioration of mental condition, or difficulties coping with incarceration. Proper documentation will be charted as required.
- h. The Service Provider will develop programs for dispensing and control of drugs particularly prescribed for mental health problems. Proper documentation will be completed and charted as required.
- i. The Service Provider will advise on policy and procedures regarding the forced use of psychotropic medication. Proper documentation will be completed and charges as required.
- j. The Service Provider will adhere to the existing policies and procedures governing suicide prevention, detection, intervention, and response. In the event changes are required, they will be subject to the approval of the Jail Administrator and Service Provider.
- k. All Mental Health information in the Richland County Inmate Handbook will be reviewed for changes. In the event that changes are required, they will be subject to the approval of the Jail Administrator and Service Provider.
- l. Services will be in accordance with the Minimum Standards for Jails in Ohio, Full-Service Facility.
- m. Service Provider will participate in 24 hours of training by the Sheriff's Office in the first year of assignment and 2 hours of in-service training which pertains to specific job assignments each year thereafter.
- n. The Service Provider will be available for consultation with the Jail Administrator regarding such decisions as classifications, housing assignments, program assignments, disciplinary measures, and admissions to and transfer from the facility.
- o. Presently, an OHMAS certified local mental health provider ("Mental Health Provider"), paid and contracted through the Richland County Mental Health and Recovery Services Board, provides limited services at the jail. The services provided by the Mental Health Provider do not replace the required mental health services provided by the Service Provider, but rather act as a complement to those services. These services are described as follows:
 - i. Therapeutic Behavioral Services (TBS):
 - Definition: TBS are intensive, individualized services designed to reduce severe behavioral issues and promote functional behavior.
 - Goal: To reduce problematic behaviors and promote positive behavior changes, contributing to the overall rehabilitation of the individual.
 - ii. Psychiatric Rehabilitation Services (PRS):
 - Definition: PRS aim to help individuals with psychiatric disabilities develop the skills needed to live, learn, and work in the community with minimal professional support.

- Goal: To enhance personal recovery, successful community integration, and satisfactory quality of life for individuals with mental health challenges.
- iii. Community Linkage:
- Definition: Community Linkage involves connecting individuals to community resources and support systems as they transition from jail to the community.
 - Goal: To maintain continuity of care and support for individuals as they transition from the jail setting to the community, reducing the risk of recidivism.
- iv. Mental Health Education:
- Definition: Mental Health Education provides individuals with information and strategies to manage their mental health and reduce stigma.
 - Goal: To equip individuals with knowledge and skills to manage their mental health, reduce stigma, and encourage proactive engagement in their own well-being.
- v. Placing on, continuing on, and removing from suicide watch. This will occur by a licensed mental health officer/ mental health professional of Catalyst.
- vi. The Mental Health Provider usually assesses, maintains, and/or clear inmates on/from suicide prevention watch. However, on occasion if the Mental Health Provider is unavailable, the Service Provider shall have an individual available to assess, maintain, and/or clear inmates on/from suicide prevention watch. A general description of these services is as follows:
- Evaluation: The person is assessed by a mental health professional for risk factors of self-harm or suicide.
 - Decision: If the risk is high, they're placed on suicide watch.
 - Monitoring: Service Provider will provide monitoring after one is placed on watch.
 - Review: A mental health professional conducts follow-up assessments to determine if the risk level has decreased.
 - Removal: If the individual is deemed to no longer be at high risk, they're gradually taken off suicide watch with continued support and monitoring.



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
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Period Specified Below
07/01/2023 to 07/01/2024

SOUTHERN HEALTH PARTNERS INC
2030 HAMILTON PLACE BLVD STE 140
CHATTANOOGA TN 37421-6039



www.bwc.ohio.gov
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Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

