



SUMTER COUNTY SHERIFF'S OFFICE

ANTHONY DENNIS, SHERIFF

July 23, 2020

Patrick J. McLaughlin, Esquire
Wukela Law Firm
403 Second Loop Road
Post Office Box 13057
Florence, SC 29504-3057

RE: FOIA Requests to Sumter-Lee Regional Detention Center and Sumter County Sheriff's Office

Dear Patrick,

Enclosed are copies of the documents referenced in my June 23, 2020 response to the above referenced FOIA request.

You will notice that certain private identifying information has been redacted such as drivers' license numbers, social security numbers, personal telephone numbers and addresses, dates but not year of birth, and the like in order to avoid an unreasonable invasion of personal privacy as set forth in S.C. Code §30-4-40(a)(2).

Thank you for your kind attention. An invoice is enclosed for the remaining balance in the amount of \$62.16 after crediting for the deposit of \$19.92.

Please do not hesitate to contact me if you need anything further.

Yours truly,

Kathy L. Ward
General Counsel

KLW/lle
Enclosures

PURSUANT TO S.C. CODE §30-2-50, OBTAINING OR USING PUBLIC RECORDS FOR COMMERCIAL SOLICITATION DIRECTED TO ANY PERSON IN THE STATE OF SOUTH CAROLINA IS PROHIBITED, AND IS PUNISHABLE BY A FINE OF UP TO \$500 AND IMPRISONMENT UP TO ONE YEAR, OR BOTH.

SUMTER COUNTY SHERIFF'S OFFICE, 1281 NORTH MAIN STREET, P. O. BOX 430
SUMTER, SOUTH CAROLINA 29151-0430
Legal/Internal Affairs Office TELEPHONE: (803) 774-3888 FAX: (803) 774-3895 WEB: www.sumtersheriff.org



**Southern Health
Partners**

Your Partner In Affordable Inmate Healthcare

March 27, 2019

Mr. Gary M. Mixon
Sumter County Administrator
13 East Canal Street
Sumter, SC 29150

Re: Health Services Agreement

Dear Mr. Mixon:

SHP is in receipt of your letter dated March 20, 2019. This correspondence hereby serves to acknowledge the County's cancellation of the Health Services Agreement coinciding with expiration of the current period on June 30, 2019.

We look forward to submitting a bid in response to the Request for Proposals. SHP respectfully requests that Sumter County keep our contract price and all of our proprietary information, forms, manuals, and other SHP work product materials confidential and secure in compliance with the contract terms, as information is made accessible to, and exchanged with, vendors looking to bid on services.

We value the relationship we have had with the County over the past twelve years and would welcome the opportunity to continue partnering together in the years to come. Should you have any questions, feel free to contact me directly by phone at 423-305-6967, or by email to jennifer.hairsine@southernhealthpartners.com.

Sincerely,

Jennifer Hairsine
President and Chief Executive Officer

JIH/cph

cc: Sheriff Anthony Dennis



GARY M. MIXON
ADMINISTRATOR

ADMINISTRATION BUILDING
13 EAST CANAL STREET
TELEPHONE: (803) 436-2102
FAX: (803) 436-2108

Sumter County
Sumter, South Carolina
29150

March 20, 2019

Southern Health Partners, Inc.
2030 Hamilton Place Blvd., Suite 140
Chattanooga, TN 37421
Attn: President

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Dear Ms. Hairsine:

You may be aware that the Sumter County Sheriff now operates the Sumter-Lee Regional Detention Center. Pursuant to the Sheriff Dennis' recommendation, Sumter County, consistent with its Procurement Code, soon will be issuing a Request for Proposals for inmate health care services at the Sumter-Lee Regional Detention Center. If a new provider is selected, that provider will begin to operate on July 1, 2019. **Consequently, I am obliged to inform you, pursuant to Article VI, Section 6.2(c) and Section 9.3 of the Health Services Agreement between Sumter County and Southern Health Partners, Inc. dated May 3, 2016, (as most recently amended by your letter of March 16, 2017, acknowledged by Robert E. Galloway, Sumter County Purchasing Director on March 27, 2017) that Sumter County is hereby giving notice of cancellation of the Agreement effective the close of business on June 30, 2019.**

We appreciate the services that Southern Health Partners, Inc. has provided at the Sumter-Lee Regional Detention Center over the last several years. However, it is the intention of Sumter County and the Sumter County Sheriff to continue providing high quality inmate health services while keeping up with changes in needs and changes in management, and updating and potentially expanding the delivery of inmate health services.

In light of the congenial and mutually beneficial relationship we have enjoyed, Sumter County would welcome your firm's response to the new Request for Proposals. If you are selected, then we will have a new contact beginning July 1, 2019.

Sumter County and the Sumter County Sheriff's Office thank you for the services you have been providing. We look forward to continuing our relationship in the coming months as we work together to help ensure a smooth transition going forward.

Sincerely,

Gary M. Mixon

cc: Anthony Dennis, Sumter County Sheriff

"The Gamecock County"



Southern Health Partners

Your Partner In Affordable Inmate Healthcare

March 15, 2018

Sheriff Anthony Dennis
Sumter County Sheriff's Office
Post Office Box 430
1281 North Main Street
Sumter, SC 29151-0430

Re: Health Services Agreement

Dear Sheriff Dennis:

Thank you for partnering with SHP and being an excellent customer. We appreciate your business and look forward to continued delivery of our program of care for the inmates.

I am writing this letter to provide you with pricing for the 2018-2019 period. There have been several renewals in past years when we were able to let the contract go without an inflationary increase. This year, however, we will need an adjustment to help keep pace with the current market in attracting and retaining strong, well-qualified staff in corrections and the growing costs of providing medical services. Staffing is just one area where we are experiencing increased costs, in terms of keeping our facilities covered and offering competitive local-area pay. Increased patient acuity has also increased our resource needs. Plus, we must account for increases in other operating expenses which unfortunately continue to go up each year (such as insurance, administration and travel). We are committed to keeping the contract priced reasonably while providing the highest level of quality care for the inmates.

A 3% annual increase has been figured on the contract for 2018-2019. This is less than CPI increase and will give us a new per diem and base contract amount as follows:

Contract Period: July 1, 2018, through June 30, 2019	
Base annualized fee	\$281,890.60 (\$56,807.55 per month)
Per diem greater than 350.	\$0.33
Annual outside cost pool limit:	\$75,000.00

If you have any questions, please feel free to call me direct in our NC/SC Regional Office at 803-802-1492. I'll be more than happy to assist. For the historical record, I will ask you to keep this letter with your contract and return a signed copy to me by on or before April 30, 2018. A scan to email or faxed copy will be fine (803-802-1495 direct fax or email carmen.hamilton@southernhealthpartners.com). Except as noted above, or as may be modified or amended by mutual written agreement between the parties, all provisions of the contract will remain in full force and effect.

Again, thank you for allowing SHP the opportunity to continue serving the facility's inmate medical needs.

Sincerely,

Carmen Hamilton
Contracts Manager

SUMTER COUNTY, SC
SHERIFF'S OFFICE
BY:

/cph

cc: Ms. Kathy Ward

October 05, 2017

Sheriff Anthony Dennis
Sumter-Lee Regional Detention Center
1250 Winkles Road
Sumter, South Carolina 29150

Dear Sheriff Dennis,

Southern Health Partners, Inc. (SHP) thanks you for the allowing us to propose an enhancement to our current inmate medical program at the Sumter-Lee Regional Detention Center. We understand a significant factor in inmate healthcare revolves around more than just the medical aspect, but mental health as well. With this in mind, we are proposing an amendment to our current program for the addition of mental health coverage within the Sumter-Lee Regional Detention Center.

SHP uses a team approach for mental health services on-site, starting at the patient intake. Our medical staff will work as a bridge in caring for those in our custody and assist with discharge planning as they transition back to the community with follow-up and public health resources.

We are proposing a Qualified Mental Health Professional (QMHP) to work up to 4 hours each week to evaluate medications, assess inmates for suicide prevention, counsel inmates as needed, and otherwise assists the nurse administrator with mental health care. This staff member will also assist in the discharge planning by ensuring adequate attention, assistance, and care are the primary focuses to ensure the patient is assisted to succeed. These services will be provided via a telehealth link with a Qualified Mental Health Provider. The QMHP will serve as the liaison between the facility, patients, their families, community based organizations, mental health court, and veterans court to advocate for the needs of mentally ill patients.

All inmates will be evaluated for mental health problems either through intake screening, during their history and physical, or by the inmate's own request through a sick call. Inmates exhibiting problematic/questionable behavior may be seen sooner, and inmates exhibiting severe psychiatric disturbances will be seen immediately. Psychotropic medications, when used, will be monitored closely for patient compliance. Any needed lab testing will be done under Provider's order to ensure therapeutic levels are met and are stable. Outside referrals for treatment plans may be necessary given the patient's condition and/or diagnosis. If an outside mental health provider is engaged by the County for provision of services, we will coordinate our work with them.

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

We understand the importance of timeliness when it comes to certain mental health conditions found within the facility, so we utilize the latest technology and efficiency to inmate healthcare and provide Telemedicine services that offer live interactive, face-to-face digital consultations which may include the following clinical scenarios:

- Psychiatric consultation and treatment
- Therapeutic counseling
- Medication management and recommendations



SHP has found the use of telemedicine services, as a supplement to on-site provider staffing, helps eliminate barriers due to distance as well as improves access to certain providers not consistently available to our incarcerated population.

Other benefits to using telemedicine include:

- Potential reduction in ER visits or hospitalizations
- Better access and delivery of behavioral health resources
- Increased quality of care for patients
- Reduction of delays due to inclement weather

All equipment for this use will be provided by SHP, we only ask the County to provide access and use of a wi-fi connection. Use of such services can allow for greater access to care while minimizing an outside visit and security constraints.

Mental Health Coverage Price Summary Sumter-Lee Regional Detention Center		
	Annualized Base Price	Monthly Price
QMHP on-site up to 4 hours/week + Telemedicine Services	\$12,578.76	\$1,048.23

Our annualized price to furnish the proposed mental health coverage is \$12,587.76 (\$1,048.23 per month) in addition to the current contract price.

The flexibility of this service allows us to monitor the efficiency and adjust where needed. We will provide quarterly reporting as to patients being seen, thereby keeping you and the County aware of service provisions. For any needs of outside evaluations, we would place those charges in the Cost Pool.

We believe that an efficient, high-quality mental health program has been detailed in this letter. We are prepared to discuss any aspects of the program, its cost, or alternatives with representatives of Sumter County at any time. Thank you for your time in reviewing this and we should anything further be needed from SHP, please do not hesitate to reach out to us.

Sincerely,



Jennifer Hairsine
President and Chief Executive Officer

cc: Lacey Lafuze, Vice President and Chief Financial Officer
Wes Williamson, Senior Vice President of Client Relations
Chris Hudson, Correctional Health Consultant





**Southern Health
Partners**

Your Partner In Affordable Inmate Healthcare

March 16, 2017

Mr. Bobby Galloway
Sumter County Purchasing Dept.
13 East Canal Street
Sumter, SC 29150

Re: Health Services Agreement

Dear Bobby:

SHP continues to be a proud partner with Sumter County and the Detention Center Administration in providing for the delivery of inmate health services. I am writing this letter to acknowledge renewal of the Health Services Agreement for the 2017-2018 contract period.

Keeping in mind our last annual price increase was in 2013, it will be time for an annual adjustment this year to help us keep up with costs. In South Carolina, with nurse wages having risen considerably, we have had to offer higher pay rates exceeding our site budget in order to be competitive with local area pay for nurses. The increase will help us recoup some of these costs, plus many of our other operating expenses have continued to steadily increase over time, including those related to insurance, administration and travel. We remain committed to staffing the facility with well-qualified corrections nurses and providing an exemplary program of care.

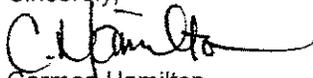
We have planned on a 3% inflationary increase for 2017-2018. Please look for the monthly billings to adjust accordingly in line with the renewal. The new per diem and base contract amount are noted below for your records.

Contract period:	July 1, 2017, through June 30, 2018
Base annualized fee:	\$649,256.76 (\$54,104.73 per month)
Per diem greater than 350:	\$0.32
Annual outside cost pool limit:	\$75,000.00

Of course, if you have any questions related to the contract or SHP's services, please feel free to give me a call. I'll be happy to assist. You can reach me direct in our NC/SC Regional Office at 803-802-1492. Otherwise, this letter is yours to keep. I will ask you to return a signed copy for my contract file by on or before April 15, 2017 (or as soon thereafter as possible). A scanned email copy or faxed copy will be fine (803-802-1495 direct fax or email carmen.hamilton@southernhealthpartners.com). Except as noted above, or as may be modified or amended by mutual written agreement between the parties, all provisions of the contract will remain in full force and effect.

Thank you in advance. We look forward to continued business with Sumter County for many years to come.

Sincerely,


Carmen Hamilton
Contracts Manager

SUMTER COUNTY, SC

BY:

/cph

cc: Simon Major, Director of Detention



**Southern Health
Partners**

Your Partner in Affordable Inmate Healthcare

April 23, 2009

Mr. Robert E. Galloway, Jr.
Sumter County Purchasing Dept.
13 East Canal Street
Sumter, SC 29150

Re: Health Services Agreement

Dear Mr. Galloway:

We appreciate the opportunity to work with you and Sumter County in managing the medical needs of the inmates at the Sumter-Lee Regional Detention Center. Please allow this correspondence to confirm the renewal and extension of our Health Services Agreement for the twelve-month period effective July 1, 2009, through June 30, 2010. We are requesting a two percent (2%) increase in compensation fees for the contract period beginning July 1, 2009.

As a procedural matter, I am enclosing duplicate, executed originals of a contract Amendment to formally acknowledge the renewal and extension of our Agreement through June 30, 2010. Note the annual cost pool limit will remain at \$75,000.00 for the 2009-2010 contract period. Absent changes in the terms of our Agreement, the County's base compensation fee will increase by two percent (2%) effective July 1, 2009, as follows:

Contract period:	July 1, 2009, through June 30, 2010
Base annualized fee:	\$624,588.72
Base monthly fee:	\$52,049.06
Base contractual ADP limit (range):	450 to 550
Annual outside cost pool limit:	\$75,000.00

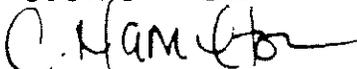
Assuming the Amendment is satisfactory in its present form, kindly provide your assistance in obtaining the appropriate signature(s) on behalf of the County and return one fully-executed original to our corporate office at the following address:

Ms. Jennifer Hairsine, EVP
Southern Health Partners, Inc.
811 Broad Street, Suite 500
Chattanooga, TN 37402

Should you have questions, please feel free to contact either myself or Jeff Reasons. We can be reached in our North Carolina regional office at 704-583-9515.

Sincerely,

SOUTHERN HEALTH PARTNERS, INC.


Carmen Hamilton
Contracts Manager

/cph
Enclosures



Norma

March 4, 2008

Mr. Robert E. Galloway, Jr.
County of Sumter
Office of the Purchasing Agent
13 East Canal Street
Sumter, SC 29150

Re: Health Services Agreement

Dear Mr. Galloway:

As you are aware, Southern Health Partners has contracted with Sumter County to provide inmate health care services at the Sumter-Lee Regional Detention Center. Please allow this correspondence to confirm the scheduled renewal of our Health Services Agreement and compensation rate changes effective on July 1, 2008, as follows:

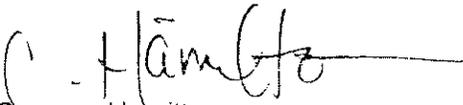
Contract period:	July 1, 2008, through June 30, 2009
Base annualized fee:	\$612,341.88
Base monthly fee:	\$51,028.49

You will note the renewal rates represent a three percent (3%) increase in fees pursuant to Section 7.3 of our Health Services Agreement. Except as stated above, and absent any changes to the program during the contract period, the terms of our Agreement will otherwise remain the same.

Do not hesitate to contact either myself or Jeff Reasons should you have any questions or concerns. We can be reached in our North Carolina regional office at 704-583-9515.

Sincerely,

SOUTHERN HEALTH PARTNERS, INC.


Carmen Hamilton
Contracts and Risk Manager

/cph



S O U T H E R N
H E A L T H
P A R T N E R S

3712 RINGGOLD ROAD, #364, CHATTANOOGA, TN 37412 423-553-5635 FAX 423-553-5645

May 2, 2007

Mr. Robert E. Galloway, Jr.
County of Sumter
Office of the Purchasing Agent
13 East Canal Street
Sumter, SC 29150

Re: Health Services Agreement

Dear Mr. Galloway:

As you are aware, Southern Health Partners has contracted with Sumter County to provide inmate health care services at the Sumter-Lee Regional Detention Center. Please allow this correspondence to confirm the scheduled renewal of our Health Services Agreement and compensation rate changes effective on July 1, 2007, as follows:

Contract period:	July 1, 2007, through June 30, 2008
Base annualized fee:	\$594,506.64
Base monthly fee:	\$49,542.22
OCP Limits:	\$75,000

Please note the renewal rates represent a two percent (2%) increase in annualized fees pursuant to Section 7.3 of our Health Services Agreement. The terms of the Agreement will otherwise remain the same for the new contract period beginning July 1, 2007, and we will maintain the program of services currently in place at the facility.

Of course, if you have any questions or would like to discuss modifications to the program, please feel free to contact either myself or Mr. Reasons at 704-583-9515. We appreciate the opportunity to remain associated with you and Sumter County.

Sincerely,

SOUTHERN HEALTH PARTNERS, INC.

Carmen Hamilton
Contracts and Risk Manager

/cph



S O U T H E R N
H E A L T H
P A R T N E R S

3712 RINGGOLD ROAD, #364, CHATTANOOGA, TN 37412 423*553*5635 FAX 423*553*5645

FIN --

January 8, 2007

Robert E. Galloway, Jr.
County of Sumter
Office of the Purchasing Agent
13 East Canal St
Sumter, SC 29150

Dear Mr. Galloway:

I appreciate the opportunity to work with Sumter County on finalizing the contract relationship between the County and Southern Health Partners.

I have enclosed two signed original contract forms for review. This contract is the same form I used for the attachment to the first response to the RFP last year. I cleaned up the language in Section 7.2 covering the payment of a per diem amount for excess over 550. I eliminated the requirement for a per diem payment since we did not agree to that.

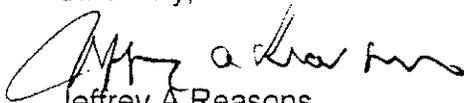
Also, I noted an error in Section 1.5 covering the Cost Pool accounting. However, since I had submitted this contract as a part of the bid document, I will honor the draft contract requirement that we repay to Sumter County any part of the \$75,000 cost pool amount that is not used for the cost of items covered by that section.

The other changes made related to the dates of the Agreement and pro-rating the base price, etc. Please let me know if you would like to discuss any of the items contained in the contract. We look forward to the February 1st start date.

Please return an executed copy to:
Jennifer Hairsine, Executive VP
Southern Health Partners, Inc.
3712 Ringgold Rd. #364
Chattanooga, TN 37412

I can be reached at (704) 583-9515 or mobile at (704) 589-9859.

Sincerely,


Jeffrey A Reasons
President

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between the County of Sumter, South Carolina (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware corporation, (hereinafter referred to as "SHP"), is entered into as of the 3rd day of May, 2016. Services under this Agreement shall commence on July 1, 2014, and shall continue through June 30, 2015, in accordance with Section 6.1.

WITNESSETH:

WHEREAS, the County, which provides funding as approved by the Sumter County Council for the Sumter-Lee Regional Detention Center facility (hereinafter called "Jail"), desires to enter into this Agreement with SHP in order that SHP shall have responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Jail under the express terms and conditions of this Agreement; and,

WHEREAS, SHP 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 SHP to provide for the delivery of all medical, dental and mental health services to inmates of Jail. This care is to be delivered to individuals under the custody and control of County at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof.

1.2 Scope of General Services. It shall be the responsibility of SHP to provide and/or arrange all medical care of an inmate which will commence with the booking and physical placement of said inmate into the Jail upon notification to SHP staff. The health care services provided by SHP shall be for all persons committed to the custody of the Jail, except those identified in Section 1.7, and shall be in the sole discretion of SHP as to the medical treatment provided. SHP shall provide and/or arrange for all professional medical, dental, mental health and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, 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. SHP acknowledges it has been provided a copy of the

Minimum Standards for Local Detention Facilities in South Carolina (with an effective date of July 26, 2013) and SHP agrees it shall provide medical treatment in accordance with those standards.

SHP shall be financially responsible for the costs of all physician and nurse staffing, over-the-counter medications, medical supplies, on-site clinical lab procedures, medical hazardous waste disposal, office supplies, forms, folders, files, travel expenses, publications, administrative services and nursing time to train officers in the Jail on various medical matters. SHP's financial responsibility for the costs of all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription pharmaceuticals, all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail) and all medical and mental health services rendered outside the Jail shall be limited by the annual cost pool described in Section No. 1.5 of this Agreement. All pool costs in excess of the annual cost pool limit shall be the financial responsibility of the County, or shall not otherwise be the financial responsibility of SHP.

1.3 Specialty Services. In addition to providing the general services described above, SHP by and through its licensed health care providers shall arrange and/or provide to inmates at the Jail specialty medical services to the extent such are determined to be medically necessary by SHP. In the event non-emergency specialty care is required and cannot be rendered at the Jail, SHP shall make arrangements with County for the transportation of the inmates in accordance with Section 1.9 of this Agreement.

1.4 Emergency Services. SHP's services shall include arranging or providing emergency medical care to inmates, as medically necessary.

1.5 Limitations On Costs - Cost Pool. SHP shall, at its own cost, arrange for medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning a licensed SHP physician), requires such care. SHP's maximum liability for costs associated with all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription pharmaceuticals, all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail) and all medical and mental health services for inmates rendered outside of the Jail will be limited by a pool established in the amount of \$75,000.00 in the aggregate for all inmates in each year (defined as a twelve-month contract period) of this Agreement. If the costs of all care as described in this Section 1.5 exceed the amount of \$75,000.00 in any year, SHP will either pay for the additional services and submit invoices supporting the payments to the County along with an SHP invoice for one hundred percent (100%) of the costs in excess of \$75,000.00, or in the alternative, will refer all additional qualifying invoices to County for payment directly to the provider of care. For all invoices payable to SHP as reimbursement for pool excess costs, such amounts

shall be payable by County within thirty days of the SHP invoice date. SHP will allow a grace period of up to sixty days from the date of invoice, and will thereafter apply a late fee of two percent (2%) on the balance each month until SHP has been reimbursed in full. For purposes of this Section 1.5, the pool amount will be prorated for any contract period of less or more than twelve months.

The intent of this Section 1.5 is to define SHP's maximum financial liability and limitation of costs for all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription pharmaceuticals, all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail), all hospitalizations and all other medical and mental health services rendered outside the Jail.

1.6 Injuries Incurred Prior to Incarceration; Pregnancy. SHP shall 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.

Furthermore, SHP shall not be financially responsible for the cost of medical treatment or health care services provided outside the Jail to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care.

Once an inmate has been released from the entity providing medical care to be committed to the Jail, SHP will, commencing with the booking and physical placement of said inmate into the Jail upon notification to SHP staff, then become responsible for providing and/or arranging for all medical treatment and health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the inmate's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail as determined by SHP or other medical provider. SHP's financial responsibility for such medical treatment and health care services shall be in accordance with, and as limited by, Sections 1.2 and 1.5 of this Agreement.

It is expressly understood that SHP shall not be responsible for medical costs associated with the medical care of any infants born to inmates. SHP shall provide and/or arrange for health care services to inmates up to, through, and after the birth process, but SHP shall not be responsible for the cost of health care services provided to an infant following birth, other than those services that may be delivered in the Jail prior to transport to a hospital. In any event, SHP shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.7 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates who are included in the Jail's Daily Population Count (hereinafter "DPC"), which includes inmates in the actual physical custody of the Jail and inmates held under guard in outside hospitals or other medical facilities who remain in official custody of the Jail. No other person(s), including those who are in any outside hospital who are not under guard, shall be the financial responsibility of SHP, nor shall such person(s) be included in the DPC.

Inmates 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 SHP with respect to the payment or the furnishing of their health care services.

The costs of medical services rendered to inmates who become ill or who are injured while on such temporary release or work-release shall not then become the financial responsibility of SHP after their return to the Jail. This relates solely to the costs associated with treatment of a particular illness or injury incurred by an inmate while on such temporary release. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary. The costs of medical services associated with a particular illness or injury incurred by an inmate while on temporary release or work-release is the personal responsibility of the inmate, whether covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for the inmate's medical and hospital expenses. In the absence of adequate insurance coverage, or other source of payment for such inmate's medical care expenses, such costs may, at the election of the County, be applied toward the annual cost pool described in Section No. 1.5. Such costs shall not otherwise be the financial responsibility of SHP.

Persons in the physical custody of other police or other penal jurisdictions at the request of County, by Court order or otherwise, are likewise excluded from the Jail's population count and are not the responsibility of SHP for the furnishing or payment of health care services.

1.8 Elective Medical Care. SHP shall not be responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not, in the sole discretion of SHP, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any recommendation that any inmate

receive elective medical care must be communicated to County in order to determine the inmate's payment for services and to assist with the transportation, if necessary, for provision of such services.

1.9 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, for which care and services SHP is obligated to arrange under this Agreement, County shall, upon prior request by SHP, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, SHP shall arrange all emergency ambulance transportation of inmates in accordance with Section 1.4 of this Agreement.

ARTICLE II: PERSONNEL.

2.1 Staffing. SHP shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by SHP to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable South Carolina law, and it shall be the sole responsibility of SHP to insure compliance in this regard.

2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by SHP hereunder, or by any independent contractor, subcontractors or assignee, SHP, 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, SHP shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, SHP will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SHP.

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

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, SHP may engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or

delegation. As the relationship between SHP and these health care professionals will be that of independent contractor, SHP shall not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. SHP shall not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, SHP 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 SHP under this Agreement, SHP 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 one million dollars (\$1,000,000.00) coverage per occurrence and five million dollars (\$5,000,000.00) aggregate. SHP agrees to indemnify County for such subcontractors, in the event of a claim arising solely out of the aforementioned program of health services, for actions or inactions within the course and scope of their duties for SHP.

2.6 Discrimination. During the performance of this Agreement, SHP, 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.
- d. All SHP employees and subcontractors will be familiar with the Prison Rape Elimination Act (PREA) and will comply with the County Policy Manual as it relates to PREA and the responsibilities of medical staff once notified of a sexual assault.

ARTICLE III REPORTS AND RECORDS

3.1 Medical Records. County acknowledges that SHP's responsibility for all inmate medical records commenced on February 1, 2007, under the former consecutive Health Services Agreement entered into between the parties, and that the responsibility for all inmate medical records prior to February 1, 2007, rests solely with

the County. Nothing in this Agreement shall be interpreted to impose responsibility on SHP for inmate medical records prior to February 1, 2007. County does further acknowledge, however, that SHP will assist County with the fulfillment of requests for production of medical records for those medical services provided prior to February 1, 2007, to the extent such records exist and are available to SHP, and by doing so does not assume any responsibility for such records. It is mutually understood by both parties that, since February 1, 2007, SHP has been and shall continue to serve as the Records Custodian in all medical record matters, in accordance with all applicable laws.

Since February 1, 2007, under the former consecutive Health Services Agreement entered into between the parties, SHP has agreed to maintain 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. 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. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, SHP shall comply with South Carolina 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 SHP except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. SHP 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 SHP with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

3.2 Regular Reports by SHP to County. SHP shall provide to County, on a date and in a form mutually acceptable to SHP and County, monthly statistical reports relating to services rendered under this Agreement.

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

3.4 SHP Records Available to County with Limitations on Disclosure. SHP 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 SHP in the performance of its obligations hereunder are proprietary in nature and shall remain the property of SHP 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 SHP. Proprietary information developed by SHP shall remain the property of SHP.

3.5 County Records Available to SHP with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County shall provide SHP, at SHP's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by SHP or as are pertinent to the investigation or defense of any claim related to SHP's conduct. Consistent with applicable law, County shall make available to SHP such inmate medical records as are maintained by County, including any such records in County's possession from hospitals and other outside health care providers involved in the care or treatment of inmates, as SHP may reasonably request. Any such information provided by County to SHP that County considers confidential shall be kept confidential by SHP 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. SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP as well as for the security of inmates and County's staff, consistent with the correctional setting. County shall take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's obligation to provide its services in a routine, timely, and proper fashion, to the extent that if, in SHP's sole discretion, the safety and security of SHP personnel are compromised, SHP may exercise its right to terminate services, in accordance with the provisions of Section No. 6.2(b) of this Agreement.

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

4.3 Security During Transportation Off-Site. County shall 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 SHP with reasonable and adequate

office and medical space, facilities, equipment, local telephone and telephone line 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 SHP, 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, SHP will return to County's possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by SHP during the term of this Agreement shall be purchased by SHP at its own cost. At the end of this Agreement, or upon termination, County shall be entitled to purchase SHP's equipment and instruments at an amount determined by a mutually agreed depreciation schedule.

5.4 General Maintenance Services. County agrees that it is proper for SHP 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 July 1, 2014. The initial term of this Agreement shall end on June 30, 2015, and shall be automatically extended for additional one-year terms, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement.

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

- (a) Termination by agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (b) Termination for Cause. SHP shall have the right to terminate this Agreement at any time for Cause, which may be effected after establishing the facts warranting the termination, and without any further obligation to County, by giving written notice and a statement of reasons to County in the event:

- (i) the safety and security of SHP personnel is determined by SHP, in its sole discretion, to be compromised, either as a direct, or indirect, result of County's failure to provide adequate security services, the provision of which is a continuing precondition of SHP's obligation to perform work under this Agreement, or
- (ii) County fails to compensate SHP for charges or fees due, either in whole, or in part, under this Agreement, according to the terms and provisions as stated herein.

However, upon notice by SHP of any actions or circumstances constituting Cause under (i) or (ii) above, County shall have twenty-four (24) hours after notice to propose a remedy to cure such actions or circumstances, and if the proposed remedy is acceptable to SHP, County shall have up to thirty (30) days either to implement the remedy or to make substantial progress toward completion of the remedy, depending upon the complexity of the remedy, following delivery of written notice by SHP setting forth the actions or circumstances constituting Cause. In all cases, performance under this Agreement may be suspended immediately by SHP, if, in SHP's sole discretion, such immediate suspension of services is necessary to preserve the safety and well-being of SHP personnel. However, SHP shall be obligated to give notice of the reasons for suspension and allow County twenty-four (24) hours to propose a remedy to cure such actions or circumstances.

Upon such a termination for Cause, County acknowledges that, SHP shall be entitled to all compensation fees and charges due for services rendered hereunder, without penalty or liability to SHP, up through and including the last day of services, and further that, County shall be obligated to compensate SHP accordingly for such services rendered up through and including the last day of services, consistent with the terms and provisions of this Agreement. If any costs relating to the period subsequent to such termination date have been paid by County in the case of (i) above, SHP shall promptly refund to County any such prepayment.

- (c) 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.

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

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, shall be transferred from SHP to County.

ARTICLE VII: COMPENSATION.

7.1 **Base Compensation.** County will compensate SHP based on the twelve-month, annualized price of \$630,346.32 during the initial term of this Agreement, payable in monthly installments. Monthly installments based on the twelve-month, annualized price of \$630,346.32 will be in the amount of \$52,528.86 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth 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 SHP will be prorated accordingly for the shortened month.

7.2 **Increases in Inmate Population.** County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 350. If the average daily inmate population exceeds 350 inmates for any given quarter, the compensation payable to SHP by County shall be increased by a per diem rate of \$0.31 for each inmate over 350. 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 350, if any, for any given quarter will be multiplied by the per diem rate and by the number of days in the quarter to arrive at the increase in compensation payable to SHP for that quarter. In all cases where adjustments become necessary, the invoice adjustment will be made on a subsequent quarterly invoice. For example, if there is an average population for any given quarter of 355 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that quarter. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent quarterly invoice.

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, SHP 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 Detention Center Director and other involved County officials, and following appropriate notification to County.

7.3 Future Years' Compensation. The amount of compensation (i.e., annual base price and per diem rate as defined in Sections 7.1 and 7.2, respectively) to SHP shall increase at the beginning of each contract year, with the exception of the first renewal period effective July 1, 2015, for which there will be no overall price increase. SHP shall provide written notice to County of the amount of compensation increase requested for renewal periods effective on or after July 1, 2016, or shall otherwise negotiate mutually agreeable terms with County prior to the beginning of each annual renewal period.

7.4 Inmates From Other Jurisdictions. Medical care rendered within the Jail to inmates from jurisdictions outside Sumter County, and housed in the Jail pursuant to written contracts between County and such other jurisdictions will be the responsibility of SHP, but as limited by Section 1.7. Medical care that cannot be rendered within the Jail will be arranged by SHP, but SHP shall have no financial responsibility for such services to those inmates.

7.5 Responsibility For Work Release Inmates. SHP and County agree that SHP will be responsible for providing on-site medical services as reasonable and appropriate to County inmates assigned to work release and/or release for community service work for government or nonprofit agencies upon an inmate's presentation to SHP medical staff at the Jail. Notwithstanding any other provisions of this Agreement to the contrary, SHP and County agree that County inmates assigned to work release, including work for Sumter County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than SHP, 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. The costs of medical services associated with a particular illness or injury incurred by an inmate while on work-release may be covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses, but such costs shall not otherwise be the financial responsibility of SHP. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail, including any inmate

injured or infirmed while on work release or release for community service, to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.

8.1 Insurance. At all times during this Agreement, professional liability insurance, or medical malpractice insurance, as the case may be, shall be maintained covering SHP, its employees, its officers, and subcontractors, for work performed under this Agreement, in the minimum amount of at least one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate. SHP shall provide County with a Certificate of Insurance evidencing such coverage and shall have County named as an additional insured. In the event of any expiration, termination or modification of coverage, SHP will notify County in writing.

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 SHP's medical care of inmates and the performance of SHP's employees, agents, subcontractors or assignees, the parties agree that SHP, 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. SHP agrees to indemnify and hold harmless the County, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the aforementioned program of health care services provided by SHP, for the actions or inactions of its employees and/or subcontractors. This duty to indemnify shall include all attorneys' fees and litigation costs and expenses of any kind whatsoever. County shall promptly notify SHP of any claim or lawsuit of which County becomes aware and shall fully cooperate in the defense of such claim, but SHP 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 SHP to indemnify the County, its agents and/or employees from the County's, its agents' and/or employees' own negligence and/or their own actions or inactions.

SHP shall not be responsible for any claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the operation of the facility and the negligence and/or action or inaction of the County or their employees or agents. SHP shall promptly notify County of any incident, claim, or lawsuit of which SHP

becomes aware and shall fully cooperate in the defense of such claim, but County shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement be construed to require County to indemnify SHP, its agents and/or employees from SHP's, its agents' and/or employees' own negligence and/or their own actions or inactions.

ARTICLE IX: MISCELLANEOUS.

9.1 Independent Contractor Status. The parties acknowledge that SHP is an independent contractor engaged to provide medical care to inmates at the Jail under the direction of SHP 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. SHP 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 SHP 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: Sumter County Council
13 East Canal Street
Sumter, South Carolina 29150
- b. SHP: Southern Health Partners, Inc.
2030 Hamilton Place Blvd., Suite 140
Chattanooga, Tennessee 37421
Attn: President

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 of South Carolina, 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 SHP 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 Detention Center Director or his designee shall serve as the liaison with SHP.

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, powers 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.

COUNTY OF SUMTER, SC

BY:

D. M. M. J.

County Administrator

Date: *May 3, 2016*

ATTEST:

Robert E. Hallonaka

Date: *May 3, 2016*

SOUTHERN HEALTH PARTNERS, INC.

BY:

Jennifer Hairsine

Jennifer Hairsine, President and Chief Executive Officer

Date: *5-23-16*

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between the County of Sumter (hereinafter referred to collectively as "County"), and Southern Health Partners, Inc., a Delaware corporation, (hereinafter referred to as "SHP"), is entered into as of the 1st day of February, 2007. Services under this Agreement shall commence on February 1, 2007 and shall continue through June 30, 2008, in accordance with section 6.1.

WITNESSETH:

WHEREAS, the County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Sumter-Lee Regional Detention Center facilities (hereinafter called "Jail") and,

WHEREAS, the County desires to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, County, which provides funding as approved by the Sumter County Council for the Jail, desire to enter into this Agreement with SHP to promote this objective; and,

WHEREAS, SHP 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 sufficiency of which is acknowledged, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. County hereby contracts with SHP to provide for the delivery of all medical and dental services to inmates of Jail. This care is to be delivered to individuals under the custody and control of the Jail, and SHP enters into this Agreement according to the terms and provisions hereof. The following items are hereby incorporated into and made a part of this Agreement: a) RFP for Health Care Services issued by Sumter County in August 2006; b) the RFP Addendum #1 dated September 15, 2006; c) SHP's proposal dated September 15, 2006, (except for the sections declared proprietary and confidential); and d) SHP's letter of clarification dated November 3, 2006.

1.2 Scope of General Services. The responsibility of SHP for medical care of an inmate commences with the booking and physical placement of said inmate into the Jail. SHP shall provide health care services for all persons committed to the custody of the Jail, except those identified in paragraph 1.7. SHP shall provide on a regular basis, at its own cost all professional medical, dental, and related health care and

administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, 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.

1.3 Specialty Services. In addition to providing the general services described above, SHP by and through its licensed health care providers shall, at its own cost, provide to inmates at the Jail specialty medical services including, but not limited to, radiology services and laboratory services to the extent such are determined to be medically necessary by SHP. Where non-emergency specialty care is required and cannot be rendered at the Jail, SHP shall make arrangements with County for the transportation of the inmates in accordance with Section 1.9 of this Agreement.

1.4 Emergency Services. SHP shall provide, at its own cost, emergency medical care, as medically necessary, to inmates through arrangements to be made by SHP.

1.5 Limitations On Costs - Cost Pool. SHP shall, at its own cost, arrange for medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning a licensed SHP physician), requires such care. SHP's maximum liability for costs associated with the medical and dental services for inmates rendered outside of the Jail, for x-rays, and for prescription pharmaceuticals for inmates, will be limited by a pool established in the amount of \$75,000 in the aggregate for all inmates in each year of this contract. If the cost of all care as described in this paragraph 1.5 exceeds the amount of \$75,000 in any year, (defined as a 12 month contract period) then SHP will refer all costs above this limit of \$75,000 to County for payment directly to the provider of care. If the cost of all care as described in this paragraph 1.5 is less than \$75,000 in any year, (defined as a 12 month contract period), then SHP will account for all the applicable cost and reimburse County for the remainder. For the first contract period of five months ending on June 30, 2007, the cost pool will be \$31,250.

For purposes of this paragraph 1.5, the pool amount will be prorated for any contract period of less than 12 months.

The intent of this Section 1.5 is to define SHP's maximum financial liability and limitation of costs for pharmaceuticals, x-ray procedures, hospitalization, and all other medical and dental services rendered outside of the Jail.

1.6 Injuries Incurred Prior to Incarceration; Pregnancy. SHP 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.

Furthermore, SHP is not financially responsible for the cost of services outside the jail for any medical treatment or health care services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care.

Once an inmate has been medically stabilized and committed to the Jail, SHP will, commencing at that point, then become financially responsible for the cost of all medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail.

It is expressly understood that SHP shall not be responsible for medical costs associated with the medical care of any infants born to inmates. SHP shall provide health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the jail prior to transport to a hospital, will not be the financial responsibility of SHP. In any event, SHP shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.7 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. This includes inmates who are under guard in outside hospitals. Such inmates are to be included in the daily population count. No other person(s), including those who are in any outside hospital who are not under guard, shall be the financial responsibility of SHP, nor shall such person(s) 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 SHP 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 SHP 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 SHP for the furnishing or payment of health care services.

1.8 Elective Medical Care. SHP 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 SHP'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.

1.9 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, for which care and services SHP is obligated to pay under this Agreement, County will, upon prior request by SHP, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, SHP shall arrange all emergency ambulance transportation of inmates in accordance with Section 1.4 of this Agreement.

ARTICLE II: PERSONNEL.

2.1 Staffing. SHP shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by SHP to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable South Carolina law.

2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by SHP hereunder, or by any independent contractor, subcontractors or assignee, SHP, 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, SHP shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, SHP will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SHP.

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

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, SHP will engage certain health care professionals, such as physicians and dentists, as independent contractors rather than as employees. SHP will not engage nurses as independent contractors. County consents to such subcontracting or delegation. As the relationship between SHP and these health care professionals will be that of independent contractor, SHP will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. SHP will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, SHP 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 SHP under this Agreement, SHP 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 one million dollars (\$1,000,000) coverage per occurrence and three million dollars (\$3,000,000) aggregate.

2.6 Discrimination. During the performance of this Agreement, SHP, 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. SHP shall cause and require to be maintained complete and accurate medical records 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, SHP shall comply with South Carolina 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 SHP except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. SHP 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 SHP with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

3.2 Regular Reports by SHP to County. SHP shall provide to County, on a date and in a form mutually acceptable to SHP and County, reports relating to services rendered under this Agreement.

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

3.4 SHP Records Available to County with Limitations on Disclosure. SHP 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 SHP in the performance of its obligations hereunder are proprietary in nature and will remain the property of SHP 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 SHP. Proprietary information developed by SHP shall remain the property of SHP.

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

County considers confidential shall be kept confidential by SHP 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. SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP 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 SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's obligation to provide its services in a routine, timely, and proper fashion.

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

4.3 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 SHP with reasonable and adequate office and medical space, facilities, equipment, access to local telephone service, and utilities and County will provide necessary maintenance and housekeeping of the office space and facilities. SHP will pay to have the local phone line connected and for regular phone service for one line.

5.2 Delivery of Possession. County will provide to SHP, 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, SHP will return to County's possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement any equipment or instruments required by SHP during the term of this Agreement shall be purchased by SHP at its own cost. At the end of this Agreement, or upon termination,

County shall be entitled to purchase SHP's equipment and instruments upon a mutually agreed depreciation schedule.

5.4 General Maintenance Services. County agrees that it is proper for SHP 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 February 1, 2007. The initial term of this Agreement shall end on June 30, 2008, and may be extended for additional one-year terms, 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 Sumter 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.

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 SHP to County.

ARTICLE VII. COMPENSATION.

7.1 Base Compensation. County will pay to SHP the annualized base price of \$582,849.60 during the initial five-month period of this Agreement, payable in monthly installments. Monthly installments during the initial term will be in the amount of \$48,570.80 each. The total base price for the first five-month contract period ending

June 30, 2007 will be \$242,854.00. SHP will bill County approximately 30 days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth 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 SHP will be pro-rated accordingly for the shortened month.

7.2 Increases and Decreases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population in the range of 450 to 550 inmates. If the average daily inmate population exceeds 550 inmates in any three consecutive months, or if the average daily inmate population is less than 450 in any three consecutive months, then SHP will have the right to request of County an adjustment in the staffing plan and the price. 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.

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 SHP for any renewal periods after the first year of this Agreement shall be increased at the beginning of each contract year. The amount of increase for the first renewal period will be 2%, effective on July 1, 2007, and the amount of increase for the second renewal period will be 3%, effective on July 1, 2008. The amount of increase for renewal periods beginning on or after July 1, 2009 will be determined by mutual agreement after discussions between County and SHP.

7.4 Inmates From Other Jurisdictions. Medical care rendered within the Jail to inmates from jurisdictions outside Sumter and Lee Counties, and housed in the Jail pursuant to written contracts between County and such other jurisdictions or the State of South Carolina, or by statute will be the responsibility of SHP, but as limited by section 1.7. Medical care that cannot be rendered within the Jail will be arranged by SHP, but SHP shall have no financial responsibility for such services to those inmates.

7.5 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 Sumter County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than SHP, 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 SHP 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 SHP's responsibility.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.

8.1 Insurance. At all times during this Agreement, SHP shall maintain professional liability insurance covering SHP for its work at County, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate per physician, and five million dollars (\$5,000,000) in the aggregate per year. In the event that the coverage changes, SHP will notify County in writing. SHP 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. SHP shall provide a Certificate of Insurance evidencing the above policy levels and shall name County as an additional insured.

8.1.1 Optional Additional Insurance. County shall have the option, if available, to purchase excess professional liability insurance covering SHP for its work at County, its employees and its officers for work under the terms of this Agreement. For the first year, such insurance in the amount of one million dollars (\$1,000,000) shall be available for purchase by SHP and County. For the first year, the premium will be \$4,478 plus tax. SHP will pay insurer in advance for this coverage and County will reimburse SHP for the amount of the premium payment and taxes within 30 days of SHP's request for reimbursement. SHP will endeavor to get at least this same amount of additional coverage in future years and will seek County approval for such premium payment before placing the coverage. County will reimburse SHP for the amounts approved for purchase. The insurance coverage as described in this paragraph 8.1.1 shall be in addition to the amounts of SHP shared limits described in paragraph 8.1 above (i.e. \$2,000,000 per occurrence, \$4,000,000 per physician, and \$6,000,000 per annual aggregate), and this additional insurance shall be available exclusively for coverage to County under the terms of this Agreement. If County should choose not to renew this coverage in any future renewal period, there will be no tail coverage for any claim that may be filed after the policy is terminated. However, a tail policy may be available separately for purchase from the insurer.

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 SHP's medical care of inmates and the performance of SHP's employees, agents, subcontractors or assignees, the parties agree that SHP, 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 contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of health care services conducted by SHP, it being the express understanding of the parties hereto that SHP shall provide the actual health care services. The County shall promptly notify SHP of any incident, claim or lawsuit of which the County becomes aware and shall fully cooperate in the defense of such claim, but SHP shall retain sole control of the defense while the action is pending, to the extent allowed by law.

Sumter County, to the extent provided by applicable law, is responsible for the negligent acts of their respective deputies, agents, servants and employees.

ARTICLE IX: MISCELLANEOUS.

9.1 Independent Contractor Status. The parties acknowledge that SHP is an independent contractor engaged to provide medical care to inmates at the Sumter-Lee Regional Detention Center under the direction of SHP 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. SHP 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 SHP 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: Sumter County Council
13 E Canal St
Sumter, SC 29150

(b) SHP: Jeffrey A. Reasons, President
Southern Health Partners, Inc.
3712 Ringgold Road, #364
Chattanooga, TN 37412
Email: info@southernhealthpartners.com

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 of South Carolina, 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 SHP 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 Sumter-Lee Regional Detention Center Director or his designee shall serve as the liaison with SHP.

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 and in equity.

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

COUNTY OF SUMTER

BY: William T. Noonan

Name: William T. Noonan

Title: County Administrator

Date: 2-1-07

ATTEST:

Harold Noon

Date: 2/1/07

SOUTHERN HEALTH PARTNERS, INC.

Jeffrey A. Reasons

Jeffrey A. Reasons, President

Date: 2/1/07

AMENDMENT #1
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #1, to Health Services Agreement dated February 1, 2007, between Sumter County, South Carolina (hereinafter referred to as "County", and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), is entered into as of the _____ day of _____, 2009.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated February 1, 2007, between County and SHP.

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

Section 6.1 is hereby replaced in its entirety by the following:

6.1 Term. This Agreement shall commence on February 1, 2007. The term of this Agreement shall end on June 30, 2010, and may be extended for additional one-year terms, if mutually agreeable to both parties.

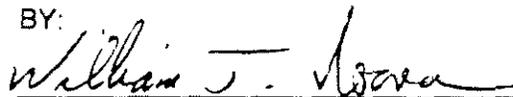
Section 7.1 is hereby replaced in its entirety by the following:

7.1 Base Compensation. County will pay to SHP the annualized base price of \$624,588.72 during the term of this Agreement effective July 1, 2009, through June 30, 2010, payable in monthly installments. Monthly installments during the term of this Agreement effective July 1, 2009, through June 30, 2010, will be in the amount of \$52,049.06 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth 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 SHP will be pro-rated accordingly for the shortened month.

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

COUNTY OF SUMTER, SC

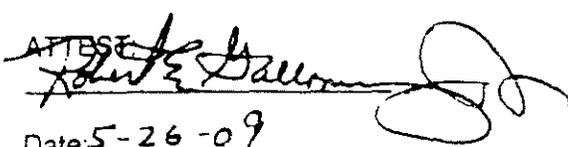
BY:



William T. Noonan, County Administrator

Date: 5-26-09

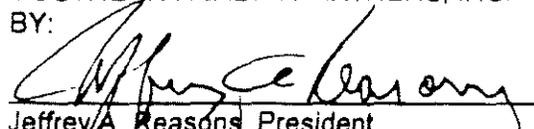
ATTEST:



Date: 5-26-09

SOUTHERN HEALTH PARTNERS, INC.

BY:



Jeffrey A. Reasons, President

Date: 7/24/09

AMENDMENT #1
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #1, to Health Services Agreement dated May 3, 2016, between the Sheriff of Sumter County, South Carolina (hereinafter referred to as "the Sheriff", and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), with services commencing July 1, 2014, is entered into as of this 11 day of December, 2017.

WITNESSETH:

WHEREAS, Sheriff and SHP desire to amend the Health Services Agreement dated May 3, 2016, between the County of Sumter and SHP. The parties to this Amendment acknowledge that the Sheriff of Sumter County is the successor in interest to the County of Sumter with regard to the Health Services Agreement dated May 3, 2016.

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

Section 2.1 is hereby amended and replaced in its entirety by the following:

2.1 Staffing. SHP shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement. Sheriff acknowledges that SHP will provide an on-site staffing plan ensuring coverage for twenty-four (24) hours per day, seven (7) days per week, for three hundred forty-eight (348) hours each week. Staffing hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility. Further, there will be an allowance for a reasonable number of absences for medical staff vacation and sick days, and SHP reserves the right to make adjustments to the regular staffing schedule for flexible coverage on SHP-designated holidays. SHP may provide replacement staffing coverage in absences. If any such absences exceed five (5) consecutive days, not to include vacation time or SHP-designated holidays, SHP will refund the County the cost of the staffing hours on the next month's base fee billing.

Sheriff further acknowledges that, effective on or about January 1, 2018, Sheriff has elected to incorporate a Qualified Mental Health Professional (QMHP) into the staffing plan for four (4) hours weekly, either on-site or via tele-psychiatry platform, as set forth herein and as further described in a proposal from SHP by letter to Sheriff Anthony Dennis dated October 5, 2017, signed by Jennifer Hairsine, which is incorporated herein by reference.

It is understood the Professional Provider may be filled by a Physician, or Mid-Level Practitioner. Either will be duly licensed to practice medicine in the State of South Carolina,

and will be available to our nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week.

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Sheriff or his designee. Professional Provider visit times and dates will be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

Section 7.1 is hereby amended and replaced in its entirety by the following:

7.1 Base Compensation. Effective on or about January 1, 2018, the amount of base contract compensation payable by County to SHP will increase to the twelve-month, annualized price of \$661,835.52. Monthly installments based on the twelve-month, annualized price of \$661,835.52 will be in the amount of \$55,152.96 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth 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 SHP will be prorated accordingly for the shortened month.

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

SUMTER COUNTY
SHERIFF'S OFFICE
BY:

Anthony Dennis
Anthony Dennis, Sheriff

Date: 12/11/17

ATTEST:

[Signature]

Date: 12/14/17

SOUTHERN HEALTH PARTNERS, INC.
BY:

Jennifer Hairsine
Jennifer Hairsine, President and CEO

Date: 12/13/17

Medical Questionnaire Construction

Question #: 1	Question: Is inmate unconscious or showing visible signs of illness, injury, bleeding, pain, or other symptoms suggesting the need for immediate emergency medical referral?			
Yes Goto: 2	Notes Required	Class:	Task:	Alert:
No Goto: 2		Class:	Task:	Alert:
Refused Goto: 2	Notes Required	Class:	Task:	Alert:

Question #: 2	Question: Are there any visible signs of fever, jaundice, skin lesions, rash, or infection: cuts, bruises, or minor injuries; needle marks, body vermin?			
Yes Goto: 3	Notes Required	Class:	Task:	Alert:
No Goto: 3		Class:	Task:	Alert:
Refused Goto: 3	Notes Required	Class:	Task:	Alert:

Question #: 3	Question: Does the inmate exhibit any signs that suggest the risk of suicide, assault, or abnormal behavior?			
Yes Goto: 4	Notes Required	Class:	Task:	Alert:
No Goto: 4		Class:	Task:	Alert:
Refused Goto: 4	Notes Required	Class:	Task:	Alert:

Question #: 4	Question: Does the inmate appear to be under the influence of, or withdrawing from drugs or alcohol?			
Yes Goto: 5	Notes Required	Class:	Task:	Alert:
No Goto: 5		Class:	Task:	Alert:
Refused Goto: 5	Notes Required	Class:	Task:	Alert:

Question #: 5	Question: Is the inmate's mobility restricted in any way due to deformity, cast, injury, etc.			
Yes Goto: 6	Notes Required	Class:	Task:	Alert:
No Goto: 6		Class:	Task:	Alert:
Refused Goto: 6	Notes Required	Class:	Task:	Alert:

Question #: 6	Question: Have you had or been treated for: asthma, diabetes, epilepsy, heart condition, high blood pressure, mental health problems, seizures, ulcers, or other conditions?			
Yes Goto: 7	Notes Required	Class:	Task:	Alert:
No Goto: 7		Class:	Task:	Alert:
Refused Goto: 7	Notes Required	Class:	Task:	Alert:

Question #: 7 Question: Have you taken or are you taking any medication(s) prescribed for you by a physician?				
Yes Goto: 8	Notes Required	Class:	Task:	Alert:
No Goto: 8		Class:	Task:	Alert:
Refused Goto: 8	Notes Required	Class:	Task:	Alert:

Question #: 8 Question: Are you allergic to any medications, foods, plants, etc? If yes list.				
Yes Goto: 9	Notes Required	Class:	Task:	Alert:
No Goto: 9		Class:	Task:	Alert:
Refused Goto: 9	Notes Required	Class:	Task:	Alert:

Question #: 9 Question: Have you fainted or had a head injury within the last 72 hours?				
Yes Goto: 10	Notes Required	Class:	Task:	Alert:
No Goto: 10		Class:	Task:	Alert:
Refused Goto: 10	Notes Required	Class:	Task:	Alert:

Question #: 10 Question: Do you have or have you been exposed to AIDS, hepatitis, TB, VD, or other communicable disease?				
Yes Goto: 11	Notes Required	Class:	Task:	Alert:
No Goto: 11		Class:	Task:	Alert:
Refused Goto: 11	Notes Required	Class:	Task:	Alert:

Question #: 11 Question: Have you been hospitalized by a physician or psychiatrist within the last year?				
Yes Goto: 12	Notes Required	Class:	Task:	Alert:
No Goto: 12		Class:	Task:	Alert:
Refused Goto: 12	Notes Required	Class:	Task:	Alert:

Question #: 12 Question: Have you ever considered or attempted suicide?				
Yes Goto: 13	Notes Required	Class:	Task:	Alert:
No Goto: 13		Class:	Task:	Alert:
Refused Goto: 13	Notes Required	Class:	Task:	Alert:

Question #: 13 Question: Do you have painful dental conditions?				
Yes Goto: 14	Notes Required	Class:	Task:	Alert:
No Goto: 14		Class:	Task:	Alert:
Refused Goto: 14	Notes Required	Class:	Task:	Alert:

Question #: 14 Question: Are you on a specific diet prescribed by a physician?				
Yes Goto: 15	Notes Required	Class:	Task:	Alert:
No Goto: 15		Class:	Task:	Alert:
Refused Goto: 15	Notes Required	Class:	Task:	Alert:
Question #: 15 Question: Do you use drugs?				
Yes Goto: 16		Class:	Task:	Alert:
No Goto: 20		Class:	Task:	Alert:
Refused Goto: 20	Notes Required	Class:	Task:	Alert:
Question #: 16 Question: How often?				
Yes Goto: 17	Notes Required	Class:	Task:	Alert:
No Goto: 20	Notes Required	Class:	Task:	Alert:
Refused Goto: 20	Notes Required	Class:	Task:	Alert:
Question #: 17 Question: What kind of drug?				
Yes Goto: 18	Notes Required	Class:	Task:	Alert:
No Goto: 20	Notes Required	Class:	Task:	Alert:
Refused Goto: 20	Notes Required	Class:	Task:	Alert:
Question #: 18 Question: Last time you used drugs?				
Yes Goto: 19	Notes Required	Class:	Task:	Alert:
No Goto: 20	Notes Required	Class:	Task:	Alert:
Refused Goto: 20	Notes Required	Class:	Task:	Alert:
Question #: 19 Question: How much do you use?				
Yes Goto: 20	Notes Required	Class:	Task:	Alert:
No Goto: 20	Notes Required	Class:	Task:	Alert:
Refused Goto: 20	Notes Required	Class:	Task:	Alert:
Question #: 20 Question: Do you use alcohol?				
Yes Goto: 21		Class:	Task:	Alert:
No Goto: 25		Class:	Task:	Alert:
Refused Goto: 25	Notes Required	Class:	Task:	Alert:

Question #: 21 Question: How often?

Yes Goto: 22	Notes Required	Class:	Task:	Alert:
No Goto: 25	Notes Required	Class:	Task:	Alert:
Refused Goto: 25	Notes Required	Class:	Task:	Alert:

Question #: 22 Question: What kind of alcohol?

Yes Goto: 23	Notes Required	Class:	Task:	Alert:
No Goto: 25	Notes Required	Class:	Task:	Alert:
Refused Goto: 25	Notes Required	Class:	Task:	Alert:

Question #: 23 Question: When was the last time you drank?

Yes Goto: 24	Notes Required	Class:	Task:	Alert:
No Goto: 25	Notes Required	Class:	Task:	Alert:
Refused Goto: 25	Notes Required	Class:	Task:	Alert:

Question #: 24 Question: How much do you drink?

Yes Goto: 25	Notes Required	Class:	Task:	Alert:
No Goto: 25		Class:	Task:	Alert:
Refused Goto: 25	Notes Required	Class:	Task:	Alert:

**Question #: 25 Question: Vital Sign:
Respiration:**

Yes Goto: 26	Notes Required	Class:	Task:	Alert:
No Goto: 26		Class:	Task:	Alert:
Refused Goto: 26	Notes Required	Class:	Task:	Alert:

Question #: 26 Question: Pulse:

Yes Goto: 27	Notes Required	Class:	Task:	Alert:
No Goto: 27		Class:	Task:	Alert:
Refused Goto: 27	Notes Required	Class:	Task:	Alert:

Question #: 27 Question: Temperature:

Yes Goto: 28	Notes Required	Class:	Task:	Alert:
No Goto: 28		Class:	Task:	Alert:
Refused Goto: 28	Notes Required	Class:	Task:	Alert:

Question #: 28 Question: Blood Pressure:				
Yes Goto: 29	Notes Required	Class:	Task:	Alert:
No Goto: 29		Class:	Task:	Alert:
Refused Goto: 29	Notes Required	Class:	Task:	Alert:

Question #: 29 Question: HAVE ALL CONCERNS FROM OFFICER INTAKE FORM BEEN ADDRESSED WITH INMATE?				
Yes Goto: 30		Class:	Task:	Alert:
No Goto: 30	Notes Required	Class:	Task:	Alert:
Refused Goto: 30	Notes Required	Class:	Task:	Alert:

Question #: 30 Question: ARE ALL STATED CHRONIC CONDITIONS NOTED?				
Yes Goto: 31		Class:	Task:	Alert:
No Goto: 31	Notes Required	Class:	Task:	Alert:
Refused Goto: 31	Notes Required	Class:	Task:	Alert:

Question #: 31 Question: PPD IMPLANTED?				
Yes Goto: 32	Notes Required	Class:	Task:	Alert:
No Goto: 34		Class:	Task:	Alert:
Refused Goto: 34	Notes Required	Class:	Task:	Alert:

Question #: 32 Question: ARM LOCATION RIGHT ARM?				
Yes Goto: 34		Class:	Task:	Alert:
No Goto: 33		Class:	Task:	Alert:
Refused Goto: 34	Notes Required	Class:	Task:	Alert:

Question #: 33 Question: LEFT ARM				
Yes Goto: 34		Class:	Task:	Alert:
No Goto: 34		Class:	Task:	Alert:
Refused Goto: 34		Class:	Task:	Alert:

Question #: 34 Question: Have you had or been treated for mental health problems? Bipolar Disorder, Depression, Schizophrenia, Anxiety Disorder, Panic Attacks, OCD, or other conditions?				
Yes Goto: 35	Notes Required	Class:	Task:	Alert:
No Goto: 35		Class:	Task:	Alert:
Refused Goto: 35	Notes Required	Class:	Task:	Alert:

Question #: 35 Question: Females: LMP Date:				
Yes Goto: 36	Notes Required	Class:	Task:	Alert:
No Goto: 36		Class:	Task:	Alert:
Refused Goto: 36	Notes Required	Class:	Task:	Alert:

Question #: 36 Question: Are you pregnant, recently delivered or aborted; on birth control pills; having abdominal pain or discharge? If yes, please list:				
Yes Goto: 37	Notes Required	Class:	Task:	Alert:
No Goto: 37		Class:	Task:	Alert:
Refused Goto: 37	Notes Required	Class:	Task:	Alert:

Question #: 37 Question: O2 Sat:				
Yes Goto: 38	Notes Required	Class:	Task:	Alert:
No Goto: 38		Class:	Task:	Alert:
Refused Goto: 38	Notes Required	Class:	Task:	Alert:

Question #: 38 Question: Weight:				
Yes Goto: 39	Notes Required	Class:	Task:	Alert:
No Goto: 39		Class:	Task:	Alert:
Refused Goto: 39	Notes Required	Class:	Task:	Alert:

Question #: 39 Question: Have you ever participated in the sexual assault of another inmate in any adult correctional facility or in a juvenile facility?				
Yes Goto: 40	Notes Required	Class:	Task:	Alert:
No Goto: 40		Class:	Task:	Alert:
Refused Goto: 40	Notes Required	Class:	Task:	Alert:

Question #: 40 Question: Have you ever been the victim of a sexual assault by an employee or inmate in any adult correctional facility, juvenile facility, or while on any form of community supervision?				
Yes Goto: 41	Notes Required	Class:	Task:	Alert:
No Goto: 41		Class:	Task:	Alert:
Refused Goto: 41	Notes Required	Class:	Task:	Alert:

Question #: 41 **Question:** In the event of a medical emergency you are to immediately notify an officer. For all other medical concerns fill out a sick call request form. Do you understand?

Yes Goto: 99		Class:	Task:	Alert:
No Goto: 99	Notes Required	Class:	Task:	Alert:
Refused Goto: 99	Notes Required	Class:	Task:	Alert:

**DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
REPORT OF INMATE DEATH**

(Sections 24-9-35 and 17-7-10, South Carolina Code of Laws)
(Standards 1047 and 1049, Minimum Standards for Local Detention Facilities in South Carolina)
(SCDC Policies/Procedures HS-18.04 and PS-10.05)

1. FACILITY: Sumter County Sheriffs' Office Detention Center
2. NAME OF DECEASED: Valerie Marie Magnan SCDC# SC02326995
3. HOME ADDRESS: [REDACTED] Nelsons Ferry Summerton SC 29148
4. DESCRIPTION: DOB [REDACTED] 1985 HEIGHT 5'03 WEIGHT 210 HAIR Red
EYES Haz SEX F RACE White SOC SEC # [REDACTED]
5. ARRESTING OFFENSE(S): Larceny/Grand Larceny Value More Than \$2,000
SENTENCED PRETRIAL (X)
6. DATE AND TIME OF COMMITMENT: 04/29/2018 1620:hrs
7. NAME AND ADDRESS OF RELATIVE(S) OF THE DECEASED CONTACTED: Coroner will notify of death
(Deonne Johnson 803-[REDACTED])
8. RECORD OF DECEASED INMATE'S PHYSICAL CONDITION UPON ADMISSION: _____
Inmate cooperative during intake, walked into facility.
9. CAUSE OF DEATH: Pending coroner report
10. TIME AND DATE OF DEATH: _____ a.m. 1944 p.m. _____ day 29th month April year 2018
11. NAME OF DOCTOR WHO PRONOUNCED DEATH: _____
12. NAME OF CORONER WHO ORDERED AUTOPSY: Robbie Baker
13. AUTOPSY PERFORMED BY: _____
14. NAME OF PERSON DISCOVERING DECEASED, TIME DISCOVERED, AND LOCATION WITHIN FACILITY: _____
Inmate was at the hospital : Palmetto Health Tuomey 129 N. Washington Street Sumter, SC 29150 (803)-774-9000
15. AT THE TIME OF DEATH: 216 12
(Actual Count) (# of Officers on Duty)
16. WHEN INMATE WAS LAST SEEN ALIVE: 1839 hrs

NOTIFY BY TELEPHONE AT: (803) 896-8502
NOTIFY BY FAX AT: (803) 896-1957

MAIL OR DELIVER REPORT TO:

**SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
POST OFFICE BOX 21787
COLUMBIA, SOUTH CAROLINA 29221**

SIGNATURE OF OFFICIAL
MAKING REPORT

TYPED OR PRINTED TITLE OF OFFICIAL

DATE OF REPORT

**DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
REPORT OF INMATE DEATH**

(Sections 24-9-35 and 17-7-10, South Carolina Code of Laws)
(Standards 1047 and 1049, Minimum Standards for Local Detention Facilities in South Carolina)
(SCDC Policies/Procedures HS-18.04 and PS-10.05)

1. FACILITY: Sumter-Lee Regional Detention Center, 1250 Winkles Rd., Sumter, SC 29153
2. NAME OF DECEASED: Maldonado, Giovanni SCDC# _____
3. HOME ADDRESS: [REDACTED] Tindal Road, Sumter, SC
4. DESCRIPTION: DOB [REDACTED]/93 HEIGHT 507 WEIGHT 140 HAIR blk
EYES brn SEX M RACE B SOC SEC # [REDACTED]
5. ARRESTING OFFENSE(S): Burglary 2nd, Burglary 3rd, Contempt of Court
SENTENCED PRETRIAL
6. DATE AND TIME OF COMMITMENT: July 25, 2012
7. NAME AND ADDRESS OF RELATIVE(S) OF THE DECEASED CONTACTED: Dessie Johnson [REDACTED] Burton St. Apt. A,
Eden, NC 27288 (336) [REDACTED] contact made by Coroner
8. RECORD OF DECEASED INMATE'S PHYSICAL CONDITION UPON ADMISSION: Normal
9. CAUSE OF DEATH: Suicide Waiting on report from Coroner
10. TIME AND DATE OF DEATH: _____ a.m. _____ p.m. 2315 day 01 month May year 2013
11. NAME OF DOCTOR WHO PRONOUNCED DEATH: _____
12. NAME OF CORONER WHO ORDERED AUTOPSY: Harvin Bullock
13. AUTOPSY PERFORMED BY: Pending
14. NAME OF PERSON DISCOVERING DECEASED, TIME DISCOVERED, AND LOCATION WITHIN FACILITY: _____
Officer Bobbie Mickens @ Time: 1100hrs,
B Pod Cell B219
15. AT THE TIME OF DEATH: 346 14
(Actual Count) (# of Officers on Duty)
16. WHEN INMATE WAS LAST SEEN ALIVE: 2106 hours

NOTIFY BY TELEPHONE AT: (803) 896-8502
NOTIFY BY FAX AT: (803) 896-1957

MAIL OR DELIVER REPORT TO:

**SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
POST OFFICE BOX 21787
COLUMBIA, SOUTH CAROLINA 29221**

SIGNATURE OF OFFICIAL
MAKING REPORT

Director Simon Major, Jr.
TYPED OR PRINTED TITLE OF OFFICIAL

May 02, 2013
DATE OF REPORT

DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
REPORT OF INMATE DEATH

(Sections 24-9-35 and 17-7-10, South Carolina Code of Laws)
(Standards 1047 and 1049, Minimum Standards for Local Detention Facilities in South Carolina)
(SCDC Policies/Procedures HS-18.04 and PS-10.05)

- 1. FACILITY: Sumter-Lee Regional Detention Center
- 2. NAME OF DECEASED: Rodko, Christopher Brian SCDC# _____
- 3. HOME ADDRESS: ████ Cotton Tail Ln. Sumter SC 29150
- 4. DESCRIPTION: DOB ████/1970 HEIGHT 506 WEIGHT 111 HAIR Brown
EYES Green SEX M RACE W SOC SEC # ██████████
- 5. ARRESTING OFFENSE(S): Murder and Poss. Weapon during Violent Crime
SENTENCED PRETRIAL
- 6. DATE AND TIME OF COMMITMENT: 07/03/2011 @ 1949hrs
- 7. NAME AND ADDRESS OF RELATIVE(S) OF THE DECEASED CONTACTED: _____
Ruth Rodko (mother) Lake City, Florida (1619) ██████████
- 8. RECORD OF DECEASED INMATE'S PHYSICAL CONDITION UPON ADMISSION: The inmate's medical condition was in good health at the time of admission.
- 9. CAUSE OF DEATH: To be determined by the Sumter County Coroner (Harvey Bullock)
- 10. TIME AND DATE OF DEATH: _____ a.m. _____ p.m. 1337hrs day 16th month June year 2013
- 11. NAME OF DOCTOR WHO PRONOUNCED DEATH: Dr Numiz
- 12. NAME OF CORONER WHO ORDERED AUTOPSY: Harvey Bullock
- 13. AUTOPSY PERFORMED BY: To be determined by the Coroner's office
- 14. NAME OF PERSON DISCOVERING DECEASED, TIME DISCOVERED, AND LOCATION WITHIN FACILITY: _____
Officer Samuel 1250hrs Bravo Cell 202
- 15. AT THE TIME OF DEATH: 1337hrs 15
(Actual Count) (# of Officers on Duty)
- 16. WHEN INMATE WAS LAST SEEN ALIVE: 1115hrs

NOTIFY BY TELEPHONE AT: (803) 896-8502
NOTIFY BY FAX AT: (803) 896-1957

MAIL OR DELIVER REPORT TO:

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
POST OFFICE BOX 21787
COLUMBIA, SOUTH CAROLINA 29221

Robert L Jordan
SIGNATURE OF OFFICIAL
MAKING REPORT

Robert L Jordan SSC +
TYPED OR PRINTED TITLE OF OFFICIAL

RECEIVED

JUN 17 2013

16 June 2013
DATE OF REPORT

DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
REPORT OF INMATE DEATH

(Sections 24-9-35 and 17-7-10, South Carolina Code of Laws)
(Standards 1047 and 1049, Minimum Standards for Local Detention Facilities in South Carolina)
(SCDC Policies/Procedures HS-18.04 and PS-10.05)

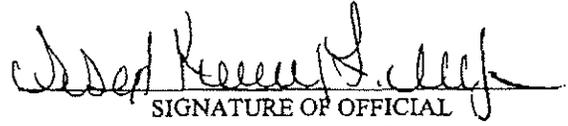
RECEIVED

JUL 31 2014

1. FACILITY: SUMTER LEE REGIONAL DETENTION Division of Compliance,
Standards, and Inspections
2. NAME OF DECEASED: JENNIFER LYNN SHARPER-ADAMS SCDC# 33398
3. HOME ADDRESS: [REDACTED] ZACHARY ROAD, SUMTER, SC 29153
4. DESCRIPTION: DOB [REDACTED] 1982 HEIGHT 508 WEIGHT 140 HAIR BROWN
EYES BROWN SEX FEMALE RACE WHITE SOC SEC # [REDACTED]
5. ARRESTING OFFENSE(S): ASSAULT AND BATTERY HIGH AND AGGRAVATED NATURE
- SENTENCED
PRETRIAL (X)
6. DATE AND TIME OF COMMITMENT: JULY 28, 2014 1023HRS
- 7.
8. NAME AND ADDRESS OF RELATIVE(S) OF THE DECEASED CONTACTED: LAURA MAZELIN (MOTHER)
803-[REDACTED]
8. RECORD OF DECEASED INMATE'S PHYSICAL CONDITION UPON ADMISSION: NORMAL/
9. CAUSE OF DEATH: AUTOPSY PENDING BY SUMTER COUNTY CORONER
10. TIME AND DATE OF DEATH: July 29, 2014 p.m. 1555 HRS day Tuesday month JULY year 2014
11. NAME OF DOCTOR WHO PRONOUNCED DEATH: TUOMEY HEALTH CARE SYSTEM AND SUMTER COUNTY
CORONER HARVIN BULLOCK
12. NAME OF CORONER WHO ORDERED AUTOPSY: HARVIN BULLOCK
13. AUTOPSY PERFORMED BY: AUTOPSY PENDING BY CORONER
14. NAME OF PERSON DISCOVERING DECEASED, TIME DISCOVERED, AND LOCATION WITHIN FACILITY: _____
OFFICER DEBRA BLAKLEY, 1507 HRS
15. AT THE TIME OF DEATH: 247 27
(Actual Count) (# of Officers on Duty)
16. WHEN INMATE WAS LAST SEEN ALIVE: 1230 HRS

NOTIFY BY TELEPHONE AT: (803) 896-8502
NOTIFY BY FAX AT: (803) 896-1957
MAIL OR DELIVER REPORT TO:

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
POST OFFICE BOX 21787
COLUMBIA, SOUTH CAROLINA 29221


SIGNATURE OF OFFICIAL
MAKING REPORT

SSGT KIMBERLY L. JAMES
TYPED OR PRINTED TITLE OF OFFICIAL
July 29, 2014
DATE OF REPORT

**DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
REPORT OF INMATE DEATH**

(Sections 24-9-35 and 17-7-10, South Carolina Code of Laws)
(Standards 1047 and 1049, Minimum Standards for Local Detention Facilities in South Carolina)
(SCDC Policies/Procedures HS-18.04 and PS-10.05)

1. FACILITY: Sumter-Lee Regional Detention Center
2. NAME OF DECEASED: Rogers, Karl Lynn SCDC# _____
3. HOME ADDRESS: ██████████ Lynam Rd. Sumter, SC 29150
4. DESCRIPTION: DOB ██████████/1964 HEIGHT 5'11 WEIGHT 250 HAIR bald
EYES Blue SEX M RACE White SOC SEC # ██████████
5. ARRESTING OFFENSE(S): Larceny, Trespassing, Hold for General Sessions
SENTENCED PRETRIAL
6. DATE AND TIME OF COMMITMENT: 05/25/2016 18:01hrs
7. NAME AND ADDRESS OF RELATIVE(S) OF THE DECEASED CONTACTED: Coroner will notify of death
8. RECORD OF DECEASED INMATE'S PHYSICAL CONDITION UPON ADMISSION: _____
9. CAUSE OF DEATH: Pending coroner report
10. TIME AND DATE OF DEATH: _____ a.m. 1543 p.m. 17th day March month 2017 year _____
11. NAME OF DOCTOR WHO PRONOUNCED DEATH: _____
12. NAME OF CORONER WHO ORDERED AUTOPSY: Robbie Baker
13. AUTOPSY PERFORMED BY: _____
14. NAME OF PERSON DISCOVERING DECEASED, TIME DISCOVERED, AND LOCATION WITHIN FACILITY: _____
Inmate was at the hospital : Palmetto Health Tuomey 129 N. Washington Street Sumter, SC 29150 (803)-774-9000
15. AT THE TIME OF DEATH: 218 _____ 14 _____
(Actual Count) (# of Officers on Duty)
16. WHEN INMATE WAS LAST SEEN ALIVE: Officer Dickey last saw inmate alive before he was pronounced dead.

NOTIFY BY TELEPHONE AT: (803) 896-8502
NOTIFY BY FAX AT: (803) 896-1957
MAIL OR DELIVER REPORT TO:

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
POST OFFICE BOX 21787
COLUMBIA, SOUTH CAROLINA 29221

SIGNATURE OF OFFICIAL
MAKING REPORT

TYPED OR PRINTED TITLE OF OFFICIAL

DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
REPORT OF INMATE DEATH

(Sections 24-9-35 and 17-7-10, South Carolina Code of Laws)
(Standards 1047 and 1049, Minimum Standards for Local Detention Facilities in South Carolina)
(SCDC Policies/Procedures HS-18.04 and PS-10.05)

1. FACILITY: Sumter-Lee Regional Detention Center
2. NAME OF DECEASED: Nathan McBride Smoot SCDC# _____
3. HOME ADDRESS: ████ Council St, Sumter Sc, 29150
4. DESCRIPTION: DOB: ████-1941 HEIGHT 5'10 WEIGHT 150 HAIR GRY
EYES Brown SEX Male RACE Blacl SOC SEC # ██████████
5. ARRESTING OFFENSE(S): Murder, Poss of Weapon during violent crime, three bench warrant for Dus 2nd, uninsured vehicle and speeding
SENTENCED PRETRIAL XX
6. DATE AND TIME OF COMMITMENT: 8-19-2016
7. NAME AND ADDRESS OF RELATIVE(S) OF THE DECEASED CONTACTED: Deputy Coroner Bryan Rogers called Harry Smoot son of Nathan McBride Smoot at 803-██████.
8. RECORD OF DECEASED INMATE'S PHYSICAL CONDITION UPON ADMISSION: Frail
9. CAUSE OF DEATH: unknown
10. TIME AND DATE OF DEATH: 2140hrs 30 June 2017
11. NAME OF DOCTOR WHO PRONOUNCED DEATH: Pam Richbrug Nurse Supervisor
12. NAME OF CORONER WHO ORDERED AUTOPSY: Deputy Coroner Bryan Rogers
13. AUTOPSY PERFORMED BY: unkown at this time
14. NAME OF PERSON DISCOVERING DECEASED, TIME DISCOVERED, AND LOCATION WITHIN FACILITY: _____
Officer Britiney Monique Carter and RN Adrian Sims. Time of death 2130hrs and place of death Palettmo Toumey Hospital Sumter Sc.
15. AT THE TIME OF DEATH: 241 12
(Actual Count) (# of Officers on Duty)
16. WHEN INMATE WAS LAST SEEN ALIVE: 2131hrs

NOTIFY BY TELEPHONE AT: (803) 896-8502
NOTIFY BY FAX AT: (803) 896-1957

MAIL OR DELIVER REPORT TO:

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
POST OFFICE BOX 21787
COLUMBIA, SOUTH CAROLINA 29221

Cory R. Tomlin 1346
SIGNATURE OF OFFICIAL
MAKING REPORT

SSgt Corey R. Tomlin 1346
TYPED OR PRINTED TITLE OF OFFICIAL

6-30-17
DATE OF REPORT

DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
REPORT OF INMATE DEATH

(Sections 24-9-35 and 17-7-10, South Carolina Code of Laws)
(Standards 1047 and 1049, Minimum Standards for Local Detention Facilities in South Carolina)
(SCDC Policies/Procedures HS-18.04 and PS-10.05)

- 1 FACILITY: Sumter County Sheriffs' Office Detention Center
- 2 NAME OF DECEASED: Browder, Daniel Dale SCDC# _____
- 3 HOME ADDRESS: ██████████ Widman DR, Sumter SC 29154
- 4 DESCRIPTION: DOB ██████████ 9/1980 HEIGHT 5'09 WEIGHT 175 HAIR Black
EYES Brown SEX M RACE White SOC SEC # ██████████
- 5 ARRESTING OFFENSE(S): Off Bond, DUS, Reckless Driving, Giving False Info, FSBL, Traffic Habitual Offender, Poss.
Conceal Stolen Vehicle, Contempt of Circuit Court X 6 SENTENCED PRETRIAL X
- 6 DATE AND TIME OF COMMITMENT: 10/03/2018 18:45 hours
- 7 NAME AND ADDRESS OF RELATIVE(S) OF THE DECEASED CONTACTED: Coroner will notify of death
- 8 RECORD OF DECEASED INMATE'S PHYSICAL CONDITION UPON ADMISSION: Inmate was in a car accident prior to coming to jail he had a bruise on the right and left eye. He stated that he last use Meth (10-01-18) and Heroin (No date for the heroin)
- 9 CAUSE OF DEATH: Pending coroner report
- 10 TIME AND DATE OF DEATH: 8:30 a.m. _____ p.m. Day 08 month December year 2018
- 11 NAME OF DOCTOR WHO PRONOUNCED DEATH: Dr. Deprist
- 12 NAME OF CORONER WHO ORDERED AUTOPSY: Robbie Baker
- 13 AUTOPSY PERFORMED BY: Newberry Pathology LLC
- 14 NAME OF PERSON DISCOVERING DECEASED, TIME DISCOVERED, AND LOCATION WITHIN FACILITY: _____
Inmate was at the hospital: Palmetto Richland 5 Richland Medical Park Dr Columbia SC 29203 (803) 434-7000
- 15 AT THE TIME OF DEATH: 222 _____ 11 _____
(Actual Count) (# of Officers on Duty)
- 16 WHEN INMATE WAS LAST SEEN ALIVE: 12/06/18 @ 0325 AM

NOTIFY BY TELEPHONE AT: (803) 896-8502
NOTIFY BY FAX AT: (803) 896-1957

MAIL OR DELIVER REPORT TO:

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
POST OFFICE BOX 21787
COLUMBIA, SOUTH CAROLINA 29221

Capt. C. Kelley
SIGNATURE OF OFFICIAL
MAKING REPORT

Capt. C. Kelley
TYPED OR PRINTED TITLE OF OFFICIAL

DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
REPORT OF INMATE DEATH

(Sections 24-9-35 and 17-7-10, South Carolina Code of Laws)
(Standards 1047 and 1049, Minimum Standards for Local Detention Facilities in South Carolina)
(SCDC Policies/Procedures HS-18.04 and PS-10.05)

- 1. FACILITY: Sumter County Sheriffs' Office Detention Center
- 2. NAME OF DECEASED: Garrett, Jeremy SCDC# _____
- 3. HOME ADDRESS: [REDACTED] Keltner Circle Sumter, SC 29165
- 4. DESCRIPTION: DOB [REDACTED] 1983 HEIGHT 509 WEIGHT 160 HAIR Black
EYES Brown SEX M RACE Black SOC SEC # [REDACTED]
- 5. ARRESTING OFFENSE(S): Assault & Battery 1st
SENTENCED PRETRIAL (X)
- 6. DATE AND TIME OF COMMITMENT: 1/08/2019 @2335hrs
- 7. NAME AND ADDRESS OF RELATIVE(S) OF THE DECEASED CONTACTED: Coroner will notify of death
(Robert Garrett-803-[REDACTED])
- 8. RECORD OF DECEASED INMATE'S PHYSICAL CONDITION UPON ADMISSION: _____
Inmate was intoxicated, walked into facility.
- 9. CAUSE OF DEATH: Pending coroner report
- 10. TIME AND DATE OF DEATH: _____ a.m. 1754 p.m. _____ day 10th month January year 2019
- 11. NAME OF DOCTOR WHO PRONOUNCED DEATH: _____
- 12. NAME OF CORONER WHO ORDERED AUTOPSY: Bryan Rogers
- 13. AUTOPSY PERFORMED BY: _____
- 14. NAME OF PERSON DISCOVERING DECEASED, TIME DISCOVERED, AND LOCATION WITHIN FACILITY: _____
Officer Dennis: Inmate was in cell Bravo 226 beside the sink close to the door @1647hrs
- 15. AT THE TIME OF DEATH: 230 _____
(Actual Count) (# of Officers on Duty)
- 16. WHEN INMATE WAS LAST SEEN ALIVE: 1445hrs

NOTIFY BY TELEPHONE AT: (803) 896-8502
NOTIFY BY FAX AT: (803) 896-1957

MAIL OR DELIVER REPORT TO:

SOUTH CAROLINA DEPARTMENT OF CORRECTIONS
DIVISION OF COMPLIANCE, STANDARDS, AND INSPECTIONS
POST OFFICE BOX 21787
COLUMBIA, SOUTH CAROLINA 29221

Lakeisha Martin
SIGNATURE OF OFFICIAL
MAKING REPORT

Lieutenant
TYPED OR PRINTED TITLE OF OFFICIAL

1-10-19
DATE OF REPORT