



PUBLIC SAFETY COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, November 14, 2023

1:05 PM

PUBLIC SAFETY

- 1.** Motion to approve the purchase of a Modular building from Modular Technologies Inc. 23-258
- 2.** Motion to approve VitalCore Health Strategies LLC amendment to contract for the Richmond County Sheriff's Office Inmate Medical Contract.
- 3.** Discuss Animal Control and ongoing refusals to serve citizens within the city limits of Hephzibah; 2) update on where the current SDS agreement items stand between Augusta and Hephzibah. **(Requested by Commissioner Brandon Garrett)**
- 4.** Motion to approve the minutes of the Public Safety Committee held on October 31, 2023.



Public Safety-Committee Meetings

Meeting Date: November 14, 2023

Motion to approve Modular Building for Bid 23-258

Department:	Richmond County Sheriff's Office
Presenter:	N/A
Caption:	Motion to approve the purchase of a Modular building from Modular Technologies Inc. 23-258
Background:	The Richmond County Sheriff's Office received Splost 7 funds for Training Range enhancements. The Modular building will serve as an additional training building.
Analysis:	Bid item 23-258 was let through the Procurement Department. Richmond County Sheriff's Office recommends Modular Technologies, Inc. for bid 23-258. Modular Technologies Inc. was the only company that provided the requested information for the bid and the company provided the necessary scope to complete the project.
Financial Impact:	The Bid from Modular Building is \$94,268.00 and funding is available from Splost 7 funds.
Alternatives:	N/A
Recommendation:	The Richmond County Sheriff's Office recommends the Bid 23-258 Modular Technologies for the cost \$94,268.00.
Funds are available in the following accounts:	329-03-1130 54.13120 JL: 219-25-8004
<u>REVIEWED AND APPROVED BY:</u>	N/A

From: [Timothy Schroer](#)
To: [Veronica M. Freeman](#)
Subject: training range
Date: Monday, August 5, 2019 10:50:32 AM

Found you 😊

The accounts for this projects

Training Range Enhancements


Budget - \$2,200,000

GL 329-03-1130

JL 219358004

Let me know if you need any additional information. hope you have a good Monday.

Tim

Timothy E. Schroer, CPA, CGMA 
Deputy Director – Finance

Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30901

✉ tschroer@augustaga.gov | 📞 Office: (706) 821- 1741 | 📠 Fax: (706) 821- 2520

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Invitation to Bid

Sealed bids will be received at this office until **Thursday, June 22, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: 833 6756 3516; Passcode: 034301 for furnishing:

Bid Item #23-258 Training Range Modular Classroom for Augusta, GA – Sheriff's Office

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422)**.

A Pre-Bid Conference will be held on Monday, June 5, 2023 @ 2:00 p.m. via Zoom Meeting ID: 895 3931 7488; Passcode: 042016. **Optional Site-Visit, Tuesday, June 6, 2023, at the site location.** Contact Glen Rahn at (706) 821-1604 for additional information.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, June 7, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov


No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle May 11, 18, 25, 2023 and June 1, 2023

Metro Courier May 11, 2023

<div>  <div> Bid Opening Bid Item #23-258 Training Range Modular Classroom Building for Augusta, GA – Sheriff’s Office Bid Date: Thursday, June 22, 2023 @ 11:00 a.m. </div> </div>					
Total Number Specifications Mailed Out: 19 Total Number Specifications Download (Demandstar): 9 Total Electronic Notifications (Demandstar): 78 Georgia Procurement Registry: 508 Pre-Proposal Conference Attendees: N/A Total Packages Submitted: 1 Total Noncompliant: 0					
Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Base Bid
Modular Technologies, Inc. 101 North Herritage Street, Suite - J Kinston, NC 28501	Yes	Yes	408750	Yes	\$94,268.00



RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree

Law Enforcement Center

400 Walton Way

Augusta, GA 30901

Phone: 706.821.1000 Fax: 706.821.1064

Item 1.

July 24, 2023

Ms. Geri Sams
Procurement Department
Augusta, GA 30901

Dear Ms. Sams,

This letter is to notify you that the Richmond County Sheriff's Office recommends Modular Technologies, Inc. for bid 23-258. Modular Technologies Inc. was the only company that provided the requested information for the bid. Please advise if you need additional information from the Richmond County Sheriff's Office.

Sincerely,

A handwritten signature in blue ink, reading "Veronica Brown", is written over the typed name.

Veronica F. Brown
RCSO Finance Director

Rainbow Homes
1886 Gordon Highway
Augusta, Georgia 30904

Freedom Homes
1919 Gordon Highway
Augusta, Georgia 30909

Regal Homes LLC of Augusta
2205 Barton Chapel Road
Augusta, GA 30909

Oasis Homes
1939 Gordon Highway
Augusta, Georgia 30909

New Century Homes
3642 Peach Orchard Highway
Augusta, Georgia 30906

Jectar Builders, Inc
55 Kingdom Drive
Jasper, GA 30143

J R Nixx & Associates
3165 Village Glen Trail
Snellville, GA 30039

MFG Modular
1006 Bowens Mill Road
Douglas, GA 31535

Clayton Homes
2130 Gordon Highway
Augusta, GA 30909

Modular Technology
101-J N Herriage St.
Kinston, NC 28501

Vesta Modular
695 Atlanta Hwy. SE
Winder, GA 30680

ISS
307 TROUP COURT
CANTON, GA 30115

Mobile Modular
4301-C Stuart Andrew Blvd
Charlotte NC 28217

Modular Genius
1201 S. Mountain Road
Joppa, MD 21085

Aaron White Construction
118 Dorsett Kenzie Rd
Beach Island, SC 29842

Richard Roundtree
RCSO

Veronica Brown
RCSO

Glen Rahn
RCSO


Bid Item #23-258 Training Range
Modular Classroom for Augusta, GA –
Sheriff's Office
DUE: Thursday, June 22, 2023 @11:00 a.m.

Bid Item #23-258 Training Range
Modular Classroom for Augusta, GA –
Sheriff's Office
MAIL OUT: Thursday, May 11, 2023

Phyllis Johnson
Compliance
Addendum Mailed: June 14, 2023

BIDDERS LIST

BID ITEM # _____ COST \$ _____

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	 <p>Aaron White Construction Concrete Finisher</p> <p>762-333-3443</p> <p>Pressure Washing, Home Repairs, Driveway Repairs, Concrete Repairs Anything Concrete, I'm There!</p>					
2						
3						<p>PH</p> <p>675/23</p> <p>N/A</p>
4						
5						
6						
7						
3						

Planholders

[Add Supplier](#)[Export To Excel](#)

Supplier (9)

Supplier 

Download Date

ConstructConnect	05/29/2023
Direct business worldwide enterprise	06/16/2023
Dodge Data	05/19/2023
M.D. McDonald Construction Co.	05/24/2023
Onvia, Inc. - Content Department	05/18/2023
Quick Buildings Modular, LLC	05/23/2023
Silas Septic Service and Portable Toilets	06/19/2023
The Can Man	05/30/2023
TUCKER CONSTRUCTION	06/05/2023

[Add Supplier](#)

Supplier Details

Supplier Name	ConstructConnect
Contact Name	ConstructConnect Bid Opportunities
Address	3825 Edwards Rd Suite 800, Cincinnati, OH 45209
Email	content@constructconnect.com
Phone Number	877-227-1680

Documents

Filename	Type	Action
23-258_ITB	Bid Document / Specifications	View History

rand construction corporation 2023-05-18	agn...@randcc.com Griffin, Anna	N	NOM
tranish llc 2023-05-18	tranishllc@ymail.com preyer, tracy	N	NOM

ETHNIC GROUP COUNT

African American	20
Asian American	0
Native American	1
Hispanic/Latino	2
Pacific Island/American	0
Non Minority	260
Not Classified	0
Total Number of Vendors	283
Total Number of Contacts	508

[PR_bid_email_list](#)



Meeting Name

Meeting Date: 11/14/2023

Motion to approve VitalCore Health Strategies, LLC amendment to contract for Richmond County Sheriff's Office Inmate Medical Contract

Department:	Richmond County Sheriff's Office
Presenter:	Colonel Calvin Chew and Major Charles Mitchell
Caption:	Motion to approve VitalCore Health Strategies LLC amendment to contract, for the Richmond County Sheriff's Office Inmate Medical Contract
Background:	Richmond County Sheriff's Office and VitalCore would like to move forward with the new start date of December 1, 2023 due to changes with the current vendor. The new start date would be more beneficial and reduce the risk of any lapse in medical services.
Analysis:	The annual operating budget for the Richmond County Sheriff's Office includes funding for the inmate medical contract each year.
Financial Impact:	The proposed contract amount for year one is \$6,673,470.96. Funding for Vital Core is available in account 273032511-5317711.
Alternatives:	None
Recommendation:	The Richmond County Sheriff's Office recommends VitalCore Health Strategies for the new inmate medical contract vendor.
Funds are available in the following accounts:	Funding is available in account 273032511-5317711
<u>REVIEWED AND APPROVED BY:</u>	N/A



Takiyah A. Douse
Interim Administrator

September 19, 2023

Richard Roundtree, Sheriff
Richmond County Sheriff's Office
400 Walton Way
Augusta, GA 30901

Dear Sheriff Roundtree,

At their meeting held on Tuesday, September 19, 2023, the Augusta, Georgia Commission, took action on the following items:

23. Approved VitalCore Health Strategies, LLC for the Richmond County Sheriff's Office Inmate Medical Contract pending execution of contract by the Mayor. The requested motion will be for a three (3) year contract with an option to extend for two (2) additional one (1) year terms.

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink, appearing to read "T. Douse".

Takiyah A. Douse
Interim Administrator

AGREEMENT BETWEEN AUGUSTA, GEORGIA

AND

VITALCORE HEALTH STRATEGIES, LLC

FOR

INMATE MEDICAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") for Inmate Medical Services for the Richmond County Sheriff's Office at Richmond County Jail and Richmond County Correction Institution is made and entered into by and between VitalCore Health Strategies, LLC, hereinafter referred to as "CONTRACTOR," and Augusta, Georgia, hereinafter referred to as "AUGUSTA," a consolidated government and political subdivision of the State of Georgia, by and through its Board of Commissioners, collectively referred to herein as "the Parties."

WHEREAS, AUGUSTA wishes to obtain professional services from qualified individuals and/or firms experienced in the delivery of inmate medical services; and,

WHEREAS, CONTRACTOR is a recognized vendor of these services and desires to provide them to Augusta; and,

WHEREAS, AUGUSTA issued a Request for Proposal for the acquisition of these services; and,

WHEREAS, CONTRACTOR responded to AUGUSTA'S RFP # 23-200 and has represented to Augusta that it is experienced and qualified to provide the services contained therein; and,

WHEREAS, AUGUSTA has relied on such representation and determined that the best interest of the County will be served by awarding the contract to CONTRACTOR.

NOW THEREFORE, in consideration of the foregoing, the provisions contained herein, and the mutual benefits derived therefrom, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CONTRACTOR and AUGUSTA agree as follows:

CONTRACT DOCUMENTS

The contract between AUGUSTA and CONTRACTOR consists of-

1. RFP for Inmate Healthcare Services, (Exhibit A) and any amendments and/or addenda thereto. Said Exhibit A is hereby incorporated and made a part of this Agreement; and
2. CONTRACTOR'S entire proposal submitted on or about July 10, 2023, in response to the RFP, and amendments, addenda, modifications and/or clarifications thereto (Exhibit B). Said Exhibit B is hereby incorporated and made a part of this Agreement; and

3. This Agreement.

CONFLICTS AND PRECEDENCE

The Contract Documents are complimentary and what is called for one, is as binding as if called for by all. In the event there are any conflicting provisions, the Contract Documents shall take precedence in the following order:

Agreement (including Attachments/Exhibits)

Amendments to the Agreement

RFP #23-200

CONTRACTOR'S Response to RFP #23-200

TERM

The term of this Agreement shall be three (3) years with the option to extend for two (2) additional one-year (1) terms, and shall begin on January 1, 2024, and shall terminate December 31, 2026. This agreement shall: (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31 at 11:59 pm, as required by O.C.G.A. §36-60-13, as amended, unless sooner terminated in accordance with the termination provisions of this agreement; (ii) automatically renew each January 1 at 12:00 am, unless terminated in accordance with the termination provisions of this agreement; and (iii) terminate absolutely, with no further renewals, five (5) years from the Commencement Date.

If the CONTRACTOR materially breaches this Agreement and/or its incorporated documents and has failed to cure the defect upon thirty (30) days' notice, Augusta may terminate this Agreement upon ninety (90) days' written notice.

If AUGUSTA materially breaches this Agreement and/or its incorporated documents and has failed to cure the defect upon thirty (30) days' notice, CONTRACTOR may terminate this Agreement UPON ninety (90) days' written notice.

The Agreement may be terminated for convenience at any time during its term or any renewal thereof, by providing sixty (60) days written notice to the other party prior to the proposed date of termination.

It is understood and agreed that this Agreement shall be subject to annual appropriations by AUGUSTA. If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, AUGUSTA may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days written notice to CONTRACTOR.

PAYMENT

Payments shall be based on CONTRACTOR's Best and Final Cost Proposal, contained in CONTRACTOR's Proposal (Exhibit B), as follows:

	Richmond County Jail	Richmond County Correction Institution
Year One	\$6,673,470.96	\$419,470.88
Year Two	\$6,562,775.09	\$432,055.01
Year Three	\$6,728,908.34	\$443,935.16
	Optional Years	Optional Years
Year Four	\$6,900,025.59	\$457,253.21
Year Five	\$7,076,276.36	\$470,970.81

Out of Facility Care services for both facilities are subject to an annual aggregate cap of Four Hundred Seventy-Five Thousand Dollars (\$475,000.00). Any costs exceeding the cap are the responsibility of AUGUSTA. If actual costs do not exceed the capped amount in any contract year, CONTRACTOR shall refund the entire amount of any remaining differential in this category to AUGUSTA at the end of each contract year.

Pharmaceutical costs for both facilities are subject to an annual aggregate cap of Five Hundred Fifty Thousand Dollars (\$550,000.00). Any costs exceeding the cap are the responsibility of AUGUSTA. If actual costs do not exceed the capped amount in any contract year, CONTRACTOR shall refund the entire amount of any remaining differential in this category to AUGUSTA at the end of each contract year.

Payments to CONTRACTOR shall be made monthly, pursuant to a billing statement submitted by CONTRACTOR. Monthly invoices from CONTRACTOR shall be submitted to AUGUSTA on or before the fifth day of each month of the subsequent month of service. The County payment terms will be thirty (30) days from receipt of invoice.

The terms of this Agreement supersede all provisions of the Georgia Prompt Pay Act.

DEFENSE and INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless AUGUSTA, its officers, agents, and employees from, and against, all claims, damages, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney fees arising out of or in connection with its operations under this Agreement.

This clause shall survive termination and shall not be subject to the statute of limitations underlying the alleged act or omission if the putative plaintiff is not subject to such statute, although this provision inures only to the parties and their officers, agents, and employees, does

not create a third-party beneficiary Agreement, and may not be asserted by anyone other than the parties.

CERTIFICATION

The CONTRACTOR represents and warrants that all medical professionals used in the performance of this Agreement shall be appropriately credentialed and, if necessary, licensed and in good standing with the State of Georgia.

INSURANCE

CONTRACTOR shall provide AUGUSTA proof of professional liability insurance, to include workers' compensation, general liability and medical malpractice coverage for its health care staff, employees, agents, and subcontractors for the term services provided under this agreement. General liability insurance will be in the amount of \$2 million per occurrence and \$4 million in the aggregate. Medical malpractice insurance limit will be \$3 million per occurrence and \$5 million in the aggregate. Workman's compensation insurance will be limited to \$1 million per accident/employee. CONTRACTOR shall promptly notify AUGUSTA, in writing, of cancellation of any insurance coverage.

GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia, notwithstanding any contrary result under the rules governing conflicts of laws. All claims, disputes, and other matters in question between the Parties, arising out of or relating to this Agreement, or breach thereof, shall be decided in the Superior Court of Richmond County, Georgia or the United States District Court for the Southern District of Georgia, Augusta Division. By executing this agreement, CONTRACTOR specifically consents to the jurisdiction and venue as specified and waives any right to contest same.

INDEPENDENT CONTRACTOR STATUS

It is mutually understood and agreed, and it is the intent of the parties hereto that an independent CONTRACTOR relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer--employee relationship, a joint venture relationship, or any other relationship allowing AUGUSTA to exercise control or direction over the manner or methods by which CONTRACTOR, its employees, agents, or subcontractors perform hereunder, or CONTRACTOR to exercise control or direction over the manner or methods by which AUGUSTA, its employees, officers, agents, or subcontractors perform hereunder, other than as provided in this Agreement.

SUBCONTRACTING

In the performance of its duties related to this Agreement, it is understood that CONTRACTOR is not licensed, or otherwise authorized, to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements, CONTRACTOR may hire physicians and other clinicians as employees or engage physicians or other clinicians as independent contractors ("Contract Professionals") rather than employees, to supply the clinical services required under this Agreement. CONTRACTOR shall engage contract employees and professionals that meet the applicable professional licensing requirements, and CONTRACTOR shall exercise administrative supervision over such employees and contract professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract professionals and employees shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that CONTRACTOR may subcontract for specialized services such as pharmacy, medical waste, medical supplies, and other services or supplies which it is required to provide under this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance and administration of this Agreement, CONTRACTOR shall comply with all federal and state non-discrimination laws, regulations, and policies. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age, or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CONTRACTOR will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral, and selection of job applicants and to prospective job applicants.

OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES

The parties acknowledge that CONTRACTOR is neither bound by nor aware of any other existing contracts to which Augusta is a party and which relate to the provision of health care to inmates/detainees at the facility. 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 this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

FORCE MAJEURE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State, or Federal governments or because of riots, war, terrorism, explosions, acts of

civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, Acts of God, epidemics, pandemics, or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

NO ASSIGNMENT, NO AMENDMENT, NO WAIVER

This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law, or otherwise, by either Party, without the prior written consent of the other party, and (ii) may not be amended or modified by course of conduct or otherwise, except in writing, duly executed by each party. Any unauthorized assignment, amendment, transfer or modification shall be null and void and of no force or effect.

NOTICES

Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative of the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class, certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt, if sent by facsimile to the fax number of the party listed below:

For CONTRACTOR:

Viola Riffin, CEO
VitalCore Health Strategies, LLC
719 SW Van Buren, Suite 100
Topeka, Kansas 66603
FAX: (785) 408-5617

For AUGUSTA:

Augusta, GA Administrator
Administrator's Office
535 Telfair Street, Suite 910
Augusta, GA 30901
Fax: (706) 821-2819

Such address may be changed from time to time by either party by providing written notice as provided above.

SURVIVAL

The provisions concerning and pertaining to termination, insurance, and indemnification will survive any termination or expiration of the Agreement.

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

TITLES OF PARAGRAPHS

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

SEVERABILITY

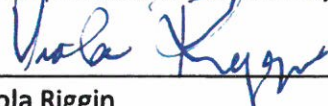
If any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision had never been contained herein.

ENTIRE AGREEMENT; AMENDMENT OR MODIFICATION

This Agreement, along with the contract documents specified above, constitute 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. This Agreement may be amended at any time, but only with the written consent of both parties.

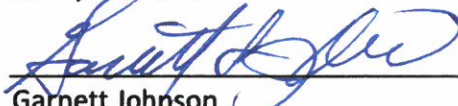
IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same,

VITAL CORE HEALTH STRATEGIES, LLC

By: 
Viola Riggin
Chief Executive Officer

Date: 9/18/2023

AUGUSTA, GEORGIA

By: 
Garnett Johnson
as its Mayor

Date: 10/3/2023

Attest:


Lena Bonner
Clerk of Commission

Exhibit A – RFP # 23-200 Inmate Medical Services, Attachments, and Addenda

Exhibit B – VitalCore’s Proposal Response to RFP #23-200, Presentation, and BAFO

FIRST AMENDMENT TO THE AGREEMENT
BETWEEN AUGUSTA, GEORGIA AND VITALCORE HEALTH STRATEGIES, LLC
FOR INMATE MEDICAL SERVICES

THIS FIRST AMENDMENT to the Agreement for Inmate Medical Services for the Richmond County Sheriff's Office ("RCSO") at Richmond County Jail and Richmond County Correction Institute ("RCCI") dated October 3, 2023 ("Agreement") is made and entered into this **day of November 2023**, between Augusta, Georgia ("Augusta"), a political subdivision of the State of Georgia, by and through its Richmond County Sheriff's Office and VitalCore Health Strategies ("VitalCore")

WITNESSETH:

WHEREAS, Augusta and VitalCore entered into a three (3) year Inmate Health Agreement commencing on January 1, 2024 and terminating on December 31, 2026, for VitalCore Health Strategies to provide Inmate Medical Services for RCSO and RCCI;

WHEREAS, on or about September 19, 2023, Augusta received notice from the current provider (Wellpath) of their intent to terminate the current contract December 18, 2023 instead of December 31, 2023;

WHEREAS, Augusta and Wellpath (the current vendor) mutually agreed to terminate the contract effective 11:59 pm on November 30, 2023;

WHEREAS, Augusta and VitalCore desire for the current Agreement to commence at 12:01 am on December 1, 2023.

NOW, THEREFORE, the Parties, upon good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Capitalized terms not defined herein shall have the meaning ascribed to such term in the Agreement.
2. The first paragraph of the Section titled "Term" in the Agreement is hereby amended by striking the first paragraph in its entirety and replacing it with the following:

TERM

The term of this Agreement shall be three (3) years with the option to extend for two (2) additional one (1) year terms and shall begin at 12:01 am on December 1, 2023. This Agreement shall (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31st at 11:59 pm, as required by O.C.G.A. § 36-60-13, as amended, unless sooner

terminated in accordance with the termination provisions of this Agreement; (ii) automatically renew each January 1st at 12:00 am, unless terminated in accordance with the termination provisions of this Agreement; and terminate absolutely, with no further renewals at 11:59 pm on December 31, 2028.

3. Full Force; Ratification. Except as modified by this Amendment, the Agreement remains unchanged and in full force and effect. The Parties hereby ratify and confirm the terms and conditions of the Agreement.

4. This Amendment to the Agreement is not effective until fully executed by the Parties.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto deem this Amendment to be executed on the date that this Agreement was entered into as provided herein above.

AUGUSTA:

By: _____
Garnett L. Johnson
Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

VITALCORE HEALTH STRATEGIES

By: _____
Viola Riggins – Chief Executive Office
VitalCore Health Strategies

Approved at the Legal Form:

Rachel N. Mack, Esq.

*Procurement Department**Mrs. Geri Sams, Director*

November 1, 2023

MAIL/EMAILED (ffletcher@vitalcorehs.com)

VitalCore Health Strategies
Frank Fletcher
719 SW Van Buren, Suite 100,
Topeka, KS 66603

Subject: VitalCore Health Strategies - Amendment to Start Date for Inmate Healthcare Services Agreement

Dear Mr. Fletcher:

Following collaborative discussions between the Sheriff's Office, RCCI Offices, and Augusta Richmond County, an adjustment to the commencement date of our agreement for the provision of inmate healthcare services has been agreed upon. The original contract executed by VitalCore stipulated a start date of 1/1/2024. However, in consideration of our collective discussions, an amendment is being prepared to modify the start date to December 1, 2023.

It is important to note that the current provider of inmate medical services has consented to terminate their contract effective November 30, 2023. Consequently, both the Sheriff and RCCI facilities expect the complete operationalization of medical services by December 1, 2023, in alignment with your team's request.

This modification to the start date is crucial to enable VitalCore to initiate the contract, thereby facilitating a clear understanding for potential employees regarding their long-term employment prospects, encompassing aspects such as remuneration, benefits, leave entitlements, and schedules. We anticipate that this adjustment will expedite the recruitment of external candidates to fill vacant positions earlier than initially projected.

Moreover, this alteration supports the imperative need to ensure adequate staffing to deliver exemplary patient care, as mandated within the contractual obligations.

In acknowledgment of the challenges outlined in your correspondence, Augusta hereby agrees to the revised start date of the contract on 12/1/2023.

Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

Please do not hesitate to reach out should you have any further concerns or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "G. A. Sams", written in a cursive style.

Geri A. Sams, Procurement Director

Cc: Takiyah A. Douse, Interim Administrator
Richard Roundtree, Sheriff
Evan Joseph, Warden RCCI

*Procurement Department**Mrs. Geri Sams, Director*

November 1, 2023

MAIL/EMAILED (KStone@Wellpath.us)

Wellpath, LLC
Katie Stone
3340 Perimeter Hill Drive
Nashville, TN 37211

REF: Revised Expiration of Contract – Inmate Medical Services for Augusta, Georgia – Sheriff's Office

Dear Ms. Stone,

I am writing in reference to the contract concerning the provision of Inmate Medical Services for the Augusta, Georgia Sheriff's Office. Recently, we received a request from Augusta Richmond County to adjust the expiration date of the aforementioned contract. Originally, an expiration date of December 18, 2023, had been proposed, however, Augusta has since formally requested the termination of the contract effective November 30, 2023. On October 26, 2023, an email from your office confirmed Wellpath's acceptance of the requested termination date of November 30, 2023.

This formal communication serves to acknowledge that Augusta Richmond County accepts the termination of the contract as of Thursday, November 30, 2023. Accordingly, the final day of services requested from Wellpath will be on November 30, 2023. We extend our gratitude for the services rendered under the terms of this agreement.

Should there be any queries or further clarifications required, please do not hesitate to contact the Procurement Department at 706-821-2422.

Sincerely,

Geri A. Sams

Procurement Director

Attachment:

cc: Takiyah A. Douse, Interim Administrator
Richard Roundtree, Sheriff
Evan Joseph, Warden RCCI
Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811
www.augustaga.gov

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Public Safety Committee

November 14, 2023

Animal Control

Department:	N/A
Presenter:	N/A
Caption:	Discuss Animal Control and ongoing refusals to serve citizens within the city limits of Hephzibah; 2) update on where the current SDS agreement items stand between Augusta and Hephzibah.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Fwd: [EXTERNAL] Fwd: Police report 23-203599

Commissioner Brandon Garrett <BGarrett@augustaga.gov>

Tue 11/7/2023 9:07 AM

To: Brandon Garrett <brandon@azaleaoutdoor.com>

Thank you,

Brandon Garrett
Mayor Pro Tempore 2023-2024
Commissioner District 8

From: Robert Buchwitz <rjbuchwitz@icloud.com>
Sent: Friday, November 3, 2023 2:28:58 PM
To: Commissioner Brandon Garrett <BGarrett@augustaga.gov>
Subject: [EXTERNAL] Fwd: Police report 23-203599

Wonder who the commissioner is that Tricia the dispatcher and director Hill are throwing under the bus.

I never heard from the administrator.

Sent from my iPad

Begin forwarded message:

From: City of Hephzibah <cityofhephzibah@bellsouth.net>
Date: November 3, 2023 at 9:46:44 AM EDT
To: Robert Buchwitz <rjbuchwitz@icloud.com>, Matt Mercer <hephfiref1@gmail.com>
Subject: Fw: Police report 23-203599
Reply-To: City of Hephzibah <cityofhephzibah@bellsouth.net>

----- Forwarded Message -----

From: RG Williams <ralph.williams1956@gmail.com>
To: Hephzibah City Hall <cityofhephzibah@bellsouth.net>
Sent: Thursday, November 2, 2023 at 05:28:21 PM EDT
Subject: Police report 23-203599

Good evening Mayor and Police Chief

After four phone calls and two messages I finally reached a live person to talk to at animal control. She identified herself as "Tricia the dispatcher"

Tricia the dispatcher told me that she nor anyone at the Animal Control facility will respond to any animal issues within the city limits of Hephzibah. I further press the issue and she said "James Hill, the sheltered Director, as well as James Dowdy, the field supervisor, were told by the county commissioner to not respond within the city limits of Hephzibah."

Tricia is the dispatcher stated "some two years ago, or possibly a year ago", yes, very vague, was an agreement between the county commissioner and the city of Hephzibah police department would respond to all animal control issues! ???

Item 3.

She states, "please do not leave anymore messages as they will no longer respond to messages I leave concerning animal control". Based on her response, or lack there of, My next step is to go discuss with the county commissioner!

On a brighter note, the health services Director called me today and has taken it upon himself to get the shot record/rabies records of the dogs so I do not have to take rabies shots. We discussed the matter today and he stated he personally contacted Mr. Grier personally this morning and I very much appreciated of what he is doing.

I will continue to provide the city with this, as I am BY NO MEANS done with the issue. If I have issues with the Griers, I will continue to file police reports as well as protect my home, my animals and my family!

Thank You,

RG Williams
2106 story Mill Estates Drive
Hephzibah, Georgia 30815

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AED:104.1

Lena Bonner

From: Brandon Garrett <brandon@azaleaoutdoor.com>
Sent: Tuesday, November 7, 2023 11:07 AM
To: Lena Bonner; Wayne Guilfoyle
Cc: Robert Buchwitz
Subject: [EXTERNAL] Public Safety Committee
Attachments: SAzalea Cop23110711080.pdf

Ms, Bonner,

Please add below to next week's committee meeting.

Discuss Animal Control and ongoing refusals to serve citizens within the city limits of Hephzibah. See attached for recent event from concerned citizen.

Update on where the current SDS agreement items stand between Augusta and Hephzibah.

Please contact Comm. Robert Buchwitz to attend this meeting to speak on behalf of Hephzibah(contact included in email)

Thank you,

Brandon Garrett
Sales Manager
706.836.6317



"Make it simple. Make it memorable. Make it inviting to look at. Make it fun to read."

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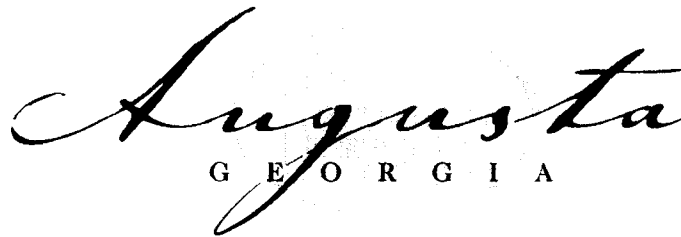


Public Safety Committee

November 14, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Public Safety Committee held on October 31, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



PUBLIC SAFETY COMMITTEE MEETING MINUTES

Commission Chamber

Tuesday, October 31, 2023

1:10 PM

PUBLIC SAFETY

PRESENT

Mayor Garnett Johnson

Commissioner Catherine Smith-McKnight

Commissioner Bobby Williams

Commissioner Brandon Garrett

ABSENT

Commissioner Alvin Mason

1. Approve Proposal from BIS Digital for Grand Jury Room AV System.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

2. Approve assigning the honorary name designation of Bishop C.M. Bailey Way to a portion of Wrightsboro Road.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

3. Motion to approve the sole source procurement of BIS Digital, Progressive Communication equipment, and Alrich Electric services in support of the 2024 ARPA Digital Evidence and Audio Visual Upgrade Project.

Motion to approve.

Motion made by Garrett, Seconded by Williams.

Voting Yea: Smith-McKnight, Williams, Garrett

Motion carries 3-0.

4. Motion to approve the minutes of the Public Safety Committee held on October 10, 2023.

Motion to approve.

Motion made by Garrett, Seconded by Williams.
Voting Yea: Smith-McKnight, Williams, Garrett
Motion carries 3-0.