

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

SECTION I
INMATE HEALTH CARE SERVICES

- 1.1 General Engagement. County hereby contracts with CCS to provide for the delivery of reasonably necessary medical care to individuals under the custody and control of County by and through the Sheriff (except those described in Section 1.6), and CCS enters into this Agreement according to the terms and provisions hereof. Services provided under this Agreement shall commence on October 1, 2017, and ending September 30, 2019 (24 months). County may request to renew the original contract as amended from time to time, at the same terms, conditions, and pricing. Each renewal, if any, will be in one (1) year increments, not to exceed four (4) additional years past the initial term. Any term of service shall be provided in accordance with Section VI. Representatives of CCS and the Sheriff/Designated Representative(s) shall meet at the Facility no less thirty (30) calendar days prior to October 1, 2017, to review CCS's staffing plan and equipment to ensure compliance with this Agreement. CCS's services under this Agreement shall meet the standards promulgated by the Texas Commission on Jail Standards (TCJS), The National Commission on Correctional Health Care (NCCHC), and American Correctional Association (ACA).
- 1.2 Scope of General Services. CCS shall perform services for the Facility as identified in County's RFP 17-065 and incorporated by reference as if set forth herein verbatim for all purposes, and the proposal submitted by CCS in response to County's RFP 17-065, including any amendments (if any) submitted by CCS, all of which are incorporated by reference into this Agreement as if set forth herein verbatim for all purposes. County's RFP 17-065 identifies the scope and requirements of the portion of the services to be provided and performed at the Facility under this Agreement. Any ambiguity or conflict among these documents shall be resolved by applying the following Order of Preference: This Agreement, including all schedules and amendments; (2) CCS's response to RFP 17-065, including all attachments and exhibits, partially included as Exhibit B; and (3) County's RFP 17-065, including all amendments and addenda thereto. This Order of Preference notwithstanding, the mere omission of any matter from a higher-order document shall not, as to that matter, negate or modify the provisions of a lower-order document.
- 1.3 The responsibility of CCS for medical care of an inmate commences with the legal commitment of the inmate into custody of the Sheriff (i.e. booking) and ends with the discharge of the inmate. In the event an inmate is not physically in custody at Facility when booked, Sheriff must provide effective notification to CCS health care staff; in order for CCS health care staff to commence health care services for such an inmate. CCS shall provide first responder health care services for all persons upon arrival at the Facility. CCS shall provide all professional medical, dental, psychiatric

facilities.

- T. Develop a Jail Discharge Medication Program as requested and approved by the Sheriff for inmates leaving the facility. The prescriptions would be called in by CCS and funded through the specific budget allotment for this service, but the former inmate is required to pick up the medication and receive needed instruction from the local pharmacy.

1.4 Specialty Services. In addition to providing the General Services described above in Section 1.3, CCS shall, bear the costs of (and track such to reconcile to the operating budget as provided in Section 7.4), special diagnostic medical services, including but not limited to, radiology, laboratory and EKG services to the extent such are determined to be medically necessary by CCS. Where other non-emergency specialty care is required and cannot be provided at the Facility by CCS, CCS shall make arrangements with the Facility Commander, or his designee, for the transportation of the inmate(s) in accordance with Section 1.5 of this Agreement.

1.5 Off-site Medical Care. County and CCS's goal is to provide the best possible health care for inmates at the Facility. CCS shall monitor all inmates sent off-site for medical care and shall ensure that appropriate care is rendered in a timely manner.

- A. Off-site costs are defined to mean all medical and dental services performed away from the Facility, including but not limited to hospitalization, emergency room visits, ambulance transportation expenses (including Life Flight type transportation) outpatient surgeries, outpatient physician consultations, specialist fees, dialysis and diagnostic services performed offsite for County inmates.

1.6 Exceptions to Treatment.

- A. All inmates shall be medically cleared for booking into the Facility when medically stabilized and the inmate's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can be reasonably housed at the Facility.
- B. CCS 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 commitment into the Sheriff's custody. In the event County refuses an inmate at booking and requires the arresting agency to obtain a "fit-for-jail" release from a local hospital, County shall be responsible for costs incurred for the "fit-for-jail" and CCS shall be responsible for processing payment of the "fit-for-jail." However, if a "fit-for-jail" is obtained prior to presentment at booking, the arresting agency shall be responsible for payment of the "fit-for-jail." CCS shall safeguard against payment of any invoices for "fit-for-jails" that are not authorized by County.
- C. CCS shall not be responsible for the provision or cost of any offsite mental health services. In the event any inmate requires inpatient mental health services, County shall bear the cost.
- D. CCS shall not be responsible for medical costs associated with the medical care of any infants born to inmates. CCS shall provide health care services to pregnant inmates; however, health care services provided to an infant following

- birth will not be the responsibility of CCS. CCS shall not be responsible for the costs or furnishing any abortions, unless medically necessary as determined by CCS's treating physician and/or chief medical officer.
- E. CCS shall not be responsible for any medical testing or obtaining samples which are forensic in nature. Inmates assigned to any work release program who are not housed at the Facility are personally responsible for the costs of any medical services provided.
 - F. Elective Medical Care. CCS shall not be responsible for providing elective care to inmates at the Facility. For purposes of this Agreement, "elective medical care" includes medical care which, if not provided, would not, in the opinion of CCS's medical director, cause the inmate's health to deteriorate or cause definite harm to the inmates well being. Such decisions concerning medical care shall be consistent with general NCCHC and ACA standards.
 - G. Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment, the Sheriff/Designated Representative(s), shall, upon prior request from CCS, its agents, employees or contractors, provide transportation as reasonably available, provided that such transportation is scheduled in advance. With the exception of emergency ambulance services, County shall be financially responsible for all transportation costs.
- 1.7 Third Party Reimbursement. CCS shall seek and obtain from any inmate information concerning any sources of reimbursement including health insurance an inmate might have that will cover services provided by CCS hereunder. All third party remuneration that is recovered or credited because of any inmate third party source or entity, including without limitation, workers compensation insurance, commercial medical insurance, or local health care benefits or programs, will be credited to the County. CCS shall provide the County with monthly reports when such credits are to be applied.
- 1.8 Affordable Care Act Coverage. CCS will cooperate with County to have in place the mechanisms to access all provisions of the Affordable Care Act including access to matches and the Medicaid enrollment of eligible inmates. The parties acknowledge and agree that CCS shall not be deemed to be an insurance company or other federally defined "payor" notwithstanding any provision herein.
- 1.9 Medical Waste. CCS shall arrange and bear the cost of removing and properly disposing of all medical waste generated under this Agreement in accordance with applicable state laws and OSHA standards.
- 1.10 Accreditation. CCS's services shall be designed to meet the standards promulgated/developed by the Texas Commission on Jail Standards (TCJS), The National Commission on Correctional Health Care (NCCHC), and American Correctional Association (ACA). CCS will cooperate fully with County in all efforts to maintain or obtain formal accreditation of the Facility's health care program. Any deficiency in CCS's performance of health care services under this Agreement resulting in notice from any regulatory or accrediting organization may constitute a material breach of this Agreement and shall be rectified immediately, provided that such breach

is directly attributable to CCS, including CCS employees, agents, and subcontractors. Failure to rectify any such deficiency within a thirty (30) day cure period after written notice may result in causing the Sheriff, in his sole discretion, to terminate this Agreement. This obligation of CCS shall include an audit of County's operation on an annual basis to determine areas of non-compliance with the above standards, providing written reports, on-site reviews, preparation of forms and applications and attendance at meetings as required for accreditation. CCS shall not be responsible for any requirements not under CCS's direct control or within the scope of CCS services pursuant to this Agreement.

- 1.11 Inmate and Staff Education. CCS shall conduct an ongoing health education program for inmates at the Facility with the objective of raising the level of inmate health and health care. CCS staff will provide relevant training to County staff as required by accrediting bodies, including but not limited to mental health, behavioral change treatment curriculum and suicide prevention, as approved by the Sheriff's Office. CCS will also work with the Sheriff to provide correctional staff with health care training as desired by the Sheriff and as CCS is able to accommodate without jeopardizing the quality of inmate care.
- 1.12 Medical Services Staff Education. CCS will require that its medical professional and para-professional staff receive all necessary and requisite legal and statutorily mandated in-service, annual or proficiency training and other such professional or para-professional education and training programs needed to provide current proficiency particular to medical discipline or specialty.
- 1.13 Inmate Grievances & Complaints. Inmate complaints or grievances regarding services under this Agreement shall be forwarded to CCS's Medical Director or designee who shall promptly review the complaint or grievance, gather all information concerning the complaint or grievance, and take appropriate action in accordance with the Sheriff's grievance procedures. CCS shall respond to all inmate complaints or grievances concerning services provided under this Agreement within seventy-two (72) hours of CCS's receipt of such complaint or grievance.
- 1.14 Utilization Review. CCS shall implement and operate a Utilization Review Program for the Sheriff, including but not limited to, notification via email to Detention Administration, of any inmate being sent to a hospital and status updates at least once daily by CCS for any inmate who is hospitalized.
- 1.15 Comprehensive Quality Improvement. CCS shall develop a comprehensive quality improvement program of regularly scheduled audits of all inmate health care services provided under this Agreement, documentation of deficiencies, and plans for correction of deficiencies. The quality improvement plan shall include a provision for peer review in accordance with the CCS Peer Review Program on an annual basis. The results of the peer review shall be provided to the Sheriff and available for any accreditation. Additionally, the parties agree to participate in monthly Medical Audit Committee ("MAC") meetings to evaluate the Facility healthcare program on an ongoing basis across all disciplines of services provided. Designated Representatives of both CCS and County, as those individuals are identified in Section II below, and any other appropriate personnel or designees will confer and discuss in accordance with

a set agenda, health services statistics regarding the Facility by category of care, costs of services, coordination between security and health services and identified issues and program needs.

- 1.16 Medical Master Plan. Subject to the approval by the Sheriff, CCS shall maintain procedures for the delivery of medical services in the event of a disaster, including but not limited to fire, tornado, hurricane, epidemic, riot, strike or mass arrests. Such procedures shall be maintained, modified and updated by CCS's Medical Director working closely with the Sheriff/Designated Representative(s).
- 1.17 Cooperation During Transition. CCS agrees to use best efforts to avoid any interruptions in service and ensure day-to-day operational requirements continue to be met with any previous or future provider of inmate health services to County. Upon execution of this Agreement, CCS shall assemble a dedicated Transition Team to begin work identifying all tasks required to successfully execute a seamless changeover of services from a prior provider. CCS shall work within the time frame as determined by the Sheriff and will keep Sheriff's Designated Representative(s) updated on the progress of any transition through and beyond the term commencement until the transition is completed to ensure that contract requirements are met.

SECTION II PERSONNEL

- 2.1 Sheriff, Troy E. Nehls, designates Captain Jule Brownfield and Lt. Daniel Quam as "Designated Representative(s)" of the County with regard to the services performed under this Agreement. County will notify CCS in writing of any changes in Designated Representatives.
- 2.2 CCS hereby appoints Chris Bove, as "Designated Representative(s)" for County with regard to the services to be performed under this Agreement. CCS will notify County in writing of any changes in Designated Representatives.
- 2.3 Staffing. CCS shall recruit, interview, hire, train and administratively supervise all medical, technical and support personnel as necessary for providing health care services to inmates at the Facility as described in and as required under this Agreement. The chart attached as Exhibit C includes the agreed upon staffing plan necessary and required by County to provide health care services required by the Facility for an inmate population of up to 1200. All persons (whether CCS employees or CCS contractors) providing services under this Agreement shall submit to a background investigation conducted by the Sheriff or Designated Representative(s). CCS shall provide information to County for all of CCS's prospective personnel at the Facility using the form attached as Exhibit D.
- 2.4 All CCS employees and contractors will wear identification badges at all times in a visible manner. CCS shall return all identification badges and/or visitor passes immediately after an employee, contractor, or any agent or representative of CCS's resignation, removal, termination, or re-assignment.

- 2.5 The staffing plan included as Exhibit C is based on the assumption that there will be an average of 1200 inmates on any day ("ADP"). In the event a sustained increase occurs for more than 30 days, County hereby agrees to compensate CCS for the additional services as detailed in Section 7.5 below.
- 2.6 In the event the ADP decreases to less than 900 inmates for a period of three (3) consecutive months, CCS shall propose a decrease in staffing.
- 2.7 Licensure, Certification and Registration of Personnel. All personnel provided or made available by CCS to provide services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Texas law.
- 2.8 Sheriff/Designated Representative(s) Satisfaction with CCS Personnel. In the event the Sheriff/Designated Representative(s) becomes dissatisfied with any health care personnel provided by CCS hereunder, or by any independent contractor, subcontractor or assignee of CCS, in recognition of the sensitive nature and security risk of correctional services, CCS, following receipt of written notice from the Sheriff/Designated Representative(s) of the grounds for such dissatisfaction and in consideration of the reasons for dissatisfaction, shall exercise its best efforts to resolve the dissatisfaction. In the event the remedy proposed by CCS is not satisfactory to the Sheriff/Designated Representative(s), CCS shall remove for cause any employee, independent contractor, subcontractor, or assignee from the Facility. In the event any CCS employee is determined to be acting with deliberate indifference to an inmate's health care needs or acting in any way that compromises the security of the Facility, said employee of CCS shall be immediately removed from the Facility and shall no longer be allowed at the Facility.
- 2.9 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either CCS or the Sheriff/Designated Representative(s) in the direct rendering of any health care services. Upon written approval of the Sheriff/ Designated Representative(s), inmates may be used in positions not involving the rendering of health care services directly to inmates.
- 2.10 Subcontracting and Delegation. In order to discharge its obligations hereunder, CCS may engage certain health care professionals as independent contractors rather than as employees. The Sheriff/Designated Representative(s) shall conduct a background investigation and approve such professionals. Subject to the approval described herein, County consents to such subcontracting or delegation. However, CCS will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, CCS shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement.
- 2.11 CCS will require such independent contractors providing health care services to comply with the provisions of Section III below. CCS shall also require that such independent contractors agree to execute any supplemental agreement regarding the confidentiality or security of Protected Health Information (hereinafter "PHI") as required to comply or support County's compliance with applicable state or federal laws, rules, and/or regulations, including HIPAA.

- 2.12 For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of CCS under this Agreement, CCS shall provide the Sheriff/Designated Representative(s) proof that there is in effect a professional liability or medical malpractice insurance policy, as applicable, in the amount of at least \$1,000,000 per occurrence and \$3,000,000 general aggregate.
- 2.13 Discrimination. During the performance of this Agreement, CCS and County, its employees, agents, subcontractors, and assignees agree as follows:
- A. None will discriminate against any applicant, candidate or employee on the basis of race, religion, color, gender or national origin, except where religion, gender or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Facility. CCS and County shall post in conspicuous places, available to all employees and applicants, notices setting forth the provisions of this nondiscrimination clause.
 - B. In all solicitations and/or advertisements for employees or contractors of CCS for services at the Facility, all will state that CCS and County are an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirements of this section.

SECTION III REPORTS AND RECORDS

- 3.1 Electronic Medical Record. Included in CCS's base compensation as stated in Section 7.1, CCS shall maintain complete and accurate electronic medical records (hereinafter "EMR") for each inmate who receives health services at the Facility. For purposes of this Agreement, an EMR is a real-time transaction processing database of inmate medical information that includes, but is not limited to: (1) a clinical data repository, (2) clinical decision support, (3) controlled medical vocabulary, (4) order entry, (5) pharmacy, and (6) clinical documentation applications. The EMR shall be utilized by County and CCS to document, monitor, and manage health care delivery at the Facility. EMRs shall be maintained in accordance with applicable laws, NCCHC standards and County's policies and procedures. All data included in the EMR shall be the property of County and CCS shall be the custodian of data during the term of this Agreement; however, County shall have full access to all EMRs at all times. EMRs shall be kept separate from the inmate's confinement records and shall be kept confidential.
- 3.2 HIPAA Compliance. CCS acknowledges that the services provided under this Agreement are subject to state and federal laws, rules and regulations relating to, among other subjects, the confidentiality or security of patient/inmate information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations hereunder as may be amended from time to

time. CCS will at all times comply and require that any subcontractor comply with all applicable provisions of such laws, regulations and policies.

A. CCS acknowledges that the County may be a "covered entity" as that term is defined in HIPAA since it is a correctional institution. In order to comply with HIPAA, County and CCS agree to execute any supplemental agreement regarding confidentiality or security of Protected Health Information ("PHI"), as required to comply or support County's compliance with state or federal laws, rules or regulations. For purposes of this Agreement, PHI shall mean individually identifiable information as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR §§160 and 164.

- 3.3 At no cost to County, CCS shall continue the current utilization of CorEMR at the Facility, including the existing software, hardware and technology interface with the Facility management system.
- 3.4 Upon termination of this Agreement, CCS shall provide County with all data and information contained in all EMRs for past and current inmates in a mutually agreeable format. CCS shall be allotted thirty (30) business days to provide the information to County in the format requested by County.
- 3.5 Regular Reports by CCS. CCS shall provide to the Sheriff/Designated Representative(s) on a date and accessible to pull from the electronic records system on demand, monthly and annual reports included in Section 31.1.5 of RFP17-065, as well as monthly and annual staffing reports and pharmacy utilization reports. CCS shall also provide customized reports, as requested by County within a mutually agreeable time.

SECTION IV SECURITY

- 4.1 General. CCS understands and agrees that the highest level of security is necessary for the safety of the agents, employees, contractors and subcontractors of CCS, as well as for the security of inmates and the Facility personnel. The Sheriff/Designated Representative(s) shall provide security sufficient to enable CCS to safely and adequately provide the health care services described in this Agreement. Nothing herein shall be construed to make the Sheriff/Designated Representative(s), his deputies or employees, or County, a guarantor of the safety CCS's employees, agents, contractors, and subcontractors, including their employees. CCS and County shall develop procedures and shall provide a monthly report to Sheriff's Designated Representative whereby all medical supplies and equipment utilized at the Facility are tracked and inventoried to guard against any security breaches at the Facility.
- 4.2 Loss of Equipment and Supplies. Neither County nor the Sheriff/Designated Representative(s) shall be responsible for any loss or damage to any equipment or supplies of CCS, its agents, employees or subcontractors, unless such loss or damage is caused by the negligence of the Sheriff/Designated Representative(s) or his employees. CCS shall immediately report any and all lost items to the Sheriff/

Designated Representative(s).

- 4.3 Security During Transportation Off-Site. The Sheriff/Designated Representative(s) shall provide security as necessary and appropriate in connection with the transportation of any inmate between the Facility and any other location for off-site services.

SECTION V
OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

- 5.1 General. The Sheriff/Designated Representative(s) agrees to provide CCS with usage of the office space, office furniture, medical facilities and equipment at the Facility at the time this Agreement is executed. County shall also provide all utilities at the Facility (including local and long distance telephone calls.) The Sheriff/Designated Representative(s) will provide necessary maintenance and housekeeping of the office space and facilities. CCS agrees it has inspected the Facility, medical office space, facilities and equipment and that such space, office furniture and facilities are sufficient for its agents, employees and subcontractors to perform all of the obligations required under this Agreement. Copier/paper and toner shall be the responsibility of CCS. The Sheriff/Designated Representative(s) shall inspect all office furniture and equipment CCS desires to provide at the Facility to ensure it complies with all safety and security protocols. All office furniture and equipment supplied by CCS and not purchased in accordance with Section 5.2 below will remain the property of CCS.
- 5.2 Medical Supplies/Equipment. CCS shall be responsible for the cost of all medical supplies required to provide services under this Agreement. CCS shall maintain all equipment, whether owned by CCS or County, necessary for the performance of this Agreement by CCS in working order during the term of this Agreement. Based on input from CCS, the Sheriff will submit an annual budget for capital equipment items with a value in excess of \$5,000, necessary to provide health care services at the Facility. CCS, shall bear the costs of (and track such to reconcile to the operating budget as provided in Section 7.4) medical and office equipment needed to perform services pursuant to this Agreement with an individual item cost of \$5,000 or less. Upon termination of this Agreement, after expiration of the initial term, all equipment purchased by CCS shall become the property of County. CCS warrants and represents that the quality and quantity of supplies at the Facility will be sufficient to enable CCS to perform its obligations hereunder, barring a significant deviation from standard usage (e.g. riot).
- 5.3 Delivery of Possession. County shall provide CCS possession and control of all supplies, medical equipment and office equipment in place at the Facility's health care unit. At termination of this Agreement, CCS will return to County possession and control of all supplies, medical equipment, in working order, reasonable wear and tear excepted, which are in place at the Facility during the term of this Agreement. Upon termination of this Agreement, CCS shall be allotted thirty (30) calendar days to

retrieve all office supplies, furniture and equipment that CCS brought into the Facility.

SECTION VI TERM AND TERMINATION

- 6.1 Term. This Agreement shall commence on at 12:00 a.m. on October 1, 2017. The initial term of this Agreement shall be for twenty-four (24) months, ending at 11:59 p.m. on September 30, 2019. Fort Bend County may request to renew the original contract as amended from time to time, at the same terms, conditions, and pricing. Each renewal, if any, will be in one (1) year increments, not to exceed four (4) additional years past the initial term.
- 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 party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - B. Termination With or Without Cause. This Agreement may be terminated, with or without cause, by either party upon ninety (90) days' prior written notice in accordance with the notice provisions of Section IX of this Agreement. If terminated for breach of any material obligations of this Agreement, the party alleging the default shall provide thirty (30) days written notice to the other party, stating in detail the nature of the default and what is needed to cure the default. The defaulting party shall have thirty (30) days from the date of receipt of written notice of default to cure. If the default is not cured within that period, the Party alleging the default may proceed to exercise its rights to terminate.
 - C. Annual Appropriations and Funding. This Agreement may be subject to the annual appropriation of funds by the Fort Bend County Commissioners Court. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, County and CCS shall be entitled to immediately terminate this Agreement without penalty or liability.
- 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 Facility will be transferred from CCS to the Sheriff.
- 6.4 Owner of Documents upon Termination. Upon termination of this Agreement, all finished or unfinished documents, studies, reports, correspondence, or other products prepared by CCS specifically for County shall become the exclusive property of County.

SECTION VII
COMPENSATION

- 7.1 Base Compensation: For services provided in the Agreement beginning October 1st, 2017 through September 30, 2018, County shall pay CCS the base price sum of \$450,000.00 per month which includes both an operating budget and management fee to be paid to CCS consistent with Exhibit E.
- 7.2 Base Compensation: For services provided in the Agreement beginning October 1st, 2018 through September 30, 2019, County shall pay CCS the base price sum of \$469,689.00 per month which includes both an operating budget and management fee to be paid to CCS consistent with Exhibit E.
- 7.3 CCS shall invoice County on the 1st day of the month of the month in which services are to be provided and County agrees to pay CCS within thirty (30) days of receipt of such invoice from CCS. In the event this Agreement shall commence or terminate on a date other than the first or last day of any calendar month, compensation to CCS shall be prorated accordingly for the modified month.
- A. Pharmacy Program. CCS shall provide monitoring of pharmacy usage. Except as provided below, CCS shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a CCS physician for the inmate population. Prescribing, dispensing and administering of medication shall comply with all state and federal laws and regulations and all medication shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified health care provider
- 7.4 Annually, a reconciliation will occur comparing actual costs to budgeted costs as detailed on Exhibit E. Any costs below or above the annual budget will be split equally (50-50) between the County and CCS up to \$120,000. Should actual costs vary by more than \$120,000 versus the budget, CCS will issue a debit or credit to the County within 120 days of the contract year ending. CCS will provide monthly financials which detail all expenditures and provide a comparison to budgeted amounts.
- 7.5 Increase in Inmate Population. The parties agree that the annual base price is calculated based on an average daily inmate population of up to 1200. In the event there is an increase for the duration of thirty (30) days or more, CCS and County hereby agree to renegotiate the contract price due to CCS in order to allow CCS to continue to provide services to the increased number of inmates while maintaining the quality of care.
- 7.6 Change in Standard of Care of Scope of Services. The compensation under this Agreement reflects the Scope of Services outlined collectively in this Agreement, the RFP, CCS's proposal and the current community standard of care with regard to health care services. In the event of any change or modification in the standards of care (i.e. change in HIV/AIDS therapy, Hepatitis B therapy, etc.) or the Scope of Services, either party may request renegotiation of the costs related to such change or modification. If the parties are unable to reach a mutual agreement within thirty (30) calendar days for either party's written request to negotiate, either party may

terminate this Agreement by providing the party with notice to cancel as set forth in Section VI.

7.7 Inmates from other Jurisdictions. Medical care rendered within the Facility to inmates from other jurisdictions housed at the Facility pursuant to agreements between County and other jurisdictions shall be the responsibility of CCS. Medical care that cannot be provided at the Facility will be arranged by CCS; however CCS shall have no financial responsibility for such services off-site from the Facility.

7.8 Failure to Perform/Reimbursement.

A. For any services required by CCS under this Agreement that are not performed within time specified herein, CCS shall incur a penalty as provided below, the amount of which shall be deducted from the monthly payment due to CCS under Section 7.1 and Section 7.2:

Category	Time Limit	Penalty	Accrual
Intake screening for Mental Health	Any time after the pre-book screening for county inmates	\$100	Per inmate/per occurrence
Sick Call Triage	24 hours	\$100	Per inmate/per occurrence
Sick Call Clinic	48 hours of referral	\$100	Per inmate/per occurrence
Inmate complaint/grievance	72 hours	\$100	Per inmate/per occurrence
TB screening completed	Seven (7) days	\$100	Per inmate/per occurrence
Health Assessments, including mental health assessment and oral screening	14 days from booking	\$100	Per inmate/per occurrence
Chronic Care Clinic	90 days from booking	\$100	Per inmate/per occurrence
Periodic Health Assessment	12 months from booking	\$100	Per inmate/per occurrence
Custom Reports	Mutually agreed period of time	\$1,000	Per report/per occurrence
Staffing vacancies	30 days per one (1) FTE	\$1,000	Per FTE/every 15 days after
Accreditation or Non-Compliance Status	Loss of or Failure to obtain	\$10,000	Per inmate/per occurrence

B. In the event CCS incurs no recurring penalties, defined as penalties from the same category in any consecutive month within the first six (6) months of this Agreement, the penalties identified in Section 7.8A above shall be reduced by half. In the event CCS incurs no recurring penalties after the

first twelve (12) months of this Agreement, the penalties identified in this Section 7.8A shall be eliminated and shall not be applied thereafter.

- C. No penalty shall be assessed until County and CCS have had the opportunity to discuss the deficiency in service(s). In the event CCS is able to substantiate that the deficiency is outside of CCS's control, no penalty shall be assessed.

SECTION VIII LIABILITY AND RISK MANAGEMENT

- 8.1 Insurance. CCS shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 8.2 CCS shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of CCS, name of insurance company, policy number, and term of coverage and limits of coverage. Contractor shall obtain such insurance from such companies having Bests rating of A- or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - A. Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - B. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - C. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder. The Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance.
 - D. Business Automobile Liability coverage, if applicable, with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - E. Professional Liability (Medical Malpractice) Insurance with limits of not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for

- at least two (2) years after the expiration or cancellation of this Agreement.
- 8.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. In regards to the County being named as additional insured in conformance with CCS's policy, such policy will not apply to any liability arising out of the additional insured's own willful and negligent acts or omissions. If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.
- 8.4 CCS is responsible to pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by County prior to the performance of any services by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.
- 8.5 CCS's or CCS's subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. CCS's or CCS's subcontractor's insurance will be kept in force until all services have been fully performed and accepted by County in writing.
- 8.6 CCS shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
- 8.7 Approval of the insurance by County shall not relieve or decrease the liability of CCS.
- 8.8 Lawsuits Against County, Sheriff or Designated Representative(s). In the event any lawsuit is filed against either the Sheriff, Designated Representative(s) or County, its elected officials, employees and/or agents based on or containing allegations concerning medical care of inmates or on the performance of CCS's employees, agents, contractors, subcontractors or assignees, the parties agree that CCS, its employees, agents, contractors, subcontractors, assignees or independent contractors, as the case may be, may be joined as defendants in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them. 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.
- 8.9 **HOLD HARMLESS AND INDEMNIFICATION. CCS SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF CCS, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CCS OR ANY OF CCS'S AGENTS, SERVANTS OR EMPLOYEES.**

- A. CCS shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by CCS in the defense of each matter.
- B. CCS's duty to defend, indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- C. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of CCS, CCS shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of CCS are not at issue in the matter.
- D. The provision by CCS of insurance shall not limit the liability of CCS under an agreement.
- E. CCS shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that arise may from said CCS's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- F. Loss Deduction Clause - County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of CCS and/or trade contractor providing such insurance.

SECTION IX
NOTICE

- 9.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or CCS at the addresses set forth below.
- 9.2 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

9.3 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to CCS:

Patrick Cummiskey
Executive Vice President
Correct Care Solutions, LLC
1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

B. If to County:

Fort Bend County
Sheriff
1410 Williams Way
Blvd. Richmond, Texas
77469

With a copy to:
Fort Bend County Purchasing Department
Attn: Purchasing Agent
301 Jackson
Richmond, Texas 77469

9.4 Either party may designate a different address by giving the other party ten (10) days' written notice.

SECTION X PUBLIC CONTACT

Under no circumstances, whatsoever, shall CCS release any material or information developed or received in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XI MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or

modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XII
MISCELLANEOUS

- 12.1 Independent Contractor Status. The parties acknowledge that CCS is an independent contractor. Nothing in this Agreement is intended, nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.
- 12.2 Assignments and Subcontracting. Except as provided in Section 2.11, CCS shall not assign this Agreement or any of its rights or obligations under this Agreement to any other entity without the express written consent of County.
- 12.3 Governing Law. 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 Texas.
- 12.4 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.
- 12.5 Other Contracts and Third Party Beneficiaries. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and that it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of any non-party who might otherwise claim to be deemed to constitute third party beneficiaries hereof.
- 12.6 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.
- 12.7 Force Majeure. Neither party shall be held responsible for any delay or failure in performance, other than payment obligations, to the extent that such delay or failure is caused by fire, riot, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond the party's control.
- 12.8 Effect of this Agreement. This Agreement, including all attachments, schedules and exhibits, constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersede all previous written or oral agreements and representations, if any. This Agreement may only be modified in a writing that expressly references this Agreement and is executed by both parties hereto, except that the "Designated Representative(s)" identified by the Parties may allow adjustments to staffing scheduling and composition that do not result in a change in compensation without the need to execute a written amendment to this Agreement, provided that the "Designated Representative(s)" mutually agree in advance to the adjustments.
- 12.9 Survival. The provisions of this Agreement pertaining to obligations to pay for services rendered pursuant to this Agreement, including CCS's obligation to refund and/or

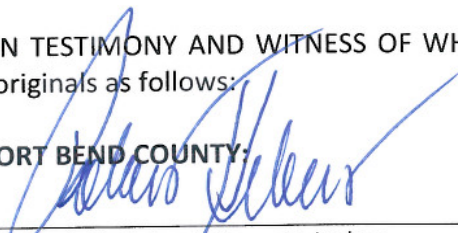
credit County, shall survive termination of this Agreement.

- 12.10 Confidentiality. It is understood that in the course of the engagement established under this Agreement, each party may learn of or obtain copies of confidential or proprietary software, systems, manuals, documents, protocols, procedures, or other materials developed by or belonging to the other party, and not generally available to the public (hereinafter referred to as "Confidential Information.") All Confidential Information shall be and remain the property of the party originally having ownership thereof. Neither party will, without the express written consent of the other party, use the Confidential Information of the other party, except as expressly contemplated by this Agreement and the receiving party shall cease all use of the other party's Confidential Information upon termination or expiration of this Agreement. Except as required by law or legal process, each party shall maintain the confidentiality of the Confidential Information provided hereunder, and shall not disclose such information to third parties. The terms and conditions of the Agreement are not proprietary or confidential information. This provision shall survive the termination or expiration of this Agreement.

SECTION XIII EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

FORT BEND COUNTY:



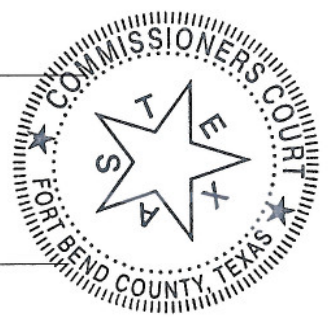
Robert E. Hebert, County Judge

10-24-2017
Date

Attest:



Laura Richard, County Clerk



10-24-2017
Date

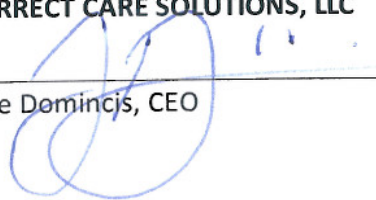
Approved:



Troy E. Nehls, Fort Bend County Sheriff

10-17-17
Date

CORRECT CARE SOLUTIONS, LLC



Jorge Domincjs, CEO

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____per month to pay the obligation of Fort Bend County under this Agreement.

Ed Sturdivant, County Auditor

Attachments:

- Exhibit A: Sections 24.0 – 32.7 of County's RFP 17-065
- Exhibit B: CCS's Response to RFP 17-065
(complete response not included as Exhibit B);
- Exhibit C: Staffing Plan
- Exhibit D: County's Criminal/Drive History Consent Form
- Exhibit E: Budget

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