

**COOS COUNTY FILING COVER SHEET**

COOS COUNTY, OREGON **CJ 2016-000598**  
Commissioners'  
Journal 09/07/2016 4:37:24 PM

<b>TO:</b>	<b>Coos County Clerk - Filing</b>
<b>FROM:</b>	<b>Office of Legal Counsel</b>

Please file the attached document in the County Records using the selected Document type:

- |                                     |                          |                          |                              |
|-------------------------------------|--------------------------|--------------------------|------------------------------|
| <input type="checkbox"/>            | Affidavit of Publication | <input type="checkbox"/> | Elections                    |
| <input type="checkbox"/>            | Board of Commissioners   | <input type="checkbox"/> | Oaths of Office              |
| <input checked="" type="checkbox"/> | Contracts & Agreements   | <input type="checkbox"/> | Vacation Proceedings         |
| <input type="checkbox"/>            | Special Districts        | <input type="checkbox"/> | Demand for Just Compensation |

**INDEXING INFORMATION**

**Affected Parties Names:**

**Board of Commissioners  
Coos County Sheriff's Office  
Correct Care Solutions, LLC**

**Subject of Document: (brief description - minutes, contract, order, etc.)**

Agreement for Inmate Health Care Services at the Coos County Jail, and Business Associate Agreement

**Resolution or Order #: N/A**

**Document Remarks:**

**Date of Meeting or of Document: Signed by BOC on 9/2/2016**

### CONTRACT / GRANT SUMMARY FORM

Clerk's CJ No.: \_\_\_\_\_ (complete after filed with Clerk) Contract/Agreement/Grant No.: \_\_\_\_\_  
 Name/Agency Name and Address: Correct Care Solutions, LLC; 1283 Murfreesboro Rd., Ste 500; Nashville, TN 37217  
 Contact Person: Patrick Cummiskey, President Phone No. 615.324.5777  
 Amount of Contract/Grant Award: \$ 599,160 Initial term  
 Payment Terms: monthly \$49,930 if jail population under 49 (state lump sum or amount and time of payments)  
 Start Date: 9/01/16 End Date: 6/30/2018 auto renew for three one-year periods  
 County Department and Employee Responsible for Performance: Sheriff's Office / Sheriff Zanni & Darius Mede  
 Description: Jail Medical Services for the Coos County Jail

#### FINANCIAL INFORMATION

STATE %	OTHER %	FEDERAL % (CFDA # Required)	Catalog of Federal Domestic Asst. *(CFDA) Number

\*CFDA is a five digit number in the following format: xx.xxx. The first two digits designate the federal agency and the last three the grant description. The following is a partial listing of the two digit agency identifier:

10.xxx USDA      14.xxx HUD      20.xxx USDOT      66.xxx EPA      84.xxx Dept. of Education  
 11.xxx Dept. of Commerce    16.xxx USDOJ    39.xxx General Svs. Admin.    83.xxx FEMA    93.xxx USDHHS

**NOTE: If the contract/grant is associated with more than one CFDA number, each segment must have it's own summary form.**

- New                                       Renewal                                       Modification  
 Previous Amount: \$                                      Original Amount: \$  
 Previous Date:    Original Date:
- Automatic Renewal?  Yes  No                                      Staff Requirements:  New  Existing  Subcontract
- Will unemployment cost be incurred?  Yes  No

#### PUBLIC CONTRACTING INFORMATION

- Method of Selection:**
- Bid                                       None  
 Quote                                       Other \_\_\_\_\_  
 Proposal
- Type of Contract:**
- New (complete sections below)  
 Renewal (no need to complete sections below)  
 Modification (no need to complete sections below)

- Type of Contract:**
- Goods and Services - If Not Using Bid or Proposal, Mark Exemption:**
- |  |   |
|--|---|
| <input type="checkbox"/> Under \$10,000<br><input type="checkbox"/> Under \$50,000 for Quotes<br><input type="checkbox"/> Under \$150,000 & Approval from Board for Quotes<br><input type="checkbox"/> Sole Source<br><input type="checkbox"/> Contract with Public Agency | <input type="checkbox"/> Equipment Maintenance<br><input type="checkbox"/> Office Supplies<br><input type="checkbox"/> Used Vehicles<br><input type="checkbox"/> State Purchasing<br><input type="checkbox"/> Other _____ |
|--|---|
- Public Improvement - If Not Using Bid, Mark Exemption:**
- |  |   |
|--|---|
| <input type="checkbox"/> Under \$5,000<br><input type="checkbox"/> Under \$50,000 for Quotes<br><input type="checkbox"/> Under \$100,000 & Not a Transportation Project for Quotes | <input type="checkbox"/> Alternative Contracting Method Approved by Board<br><input type="checkbox"/> Other _____ |
|--|---|
- Personal Services Contract - If Not Using Proposal, Mark Exemption:**
- Under \$50,000  
 Under \$150,000 & Approval from Board

Will project be reported to Bureau of Labor for Prevailing Wages under ORS 279C.800?  Yes  No  
 Certificate of insurance required?  Yes  No  
 Form of contract:  Oral  Written (attach the written contract)

Date Approved by BOC: _____	Reviewed by Counsel:
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**AGREEMENT FOR INMATE HEALTH CARE SERVICES**  
**AT COOS COUNTY, OREGON**  
**Effective September 1, 2016 through June 30, 2018**

This Agreement for Inmate Health Care Services (hereinafter, the "AGREEMENT") entered into by and between the County of Coos, a political subdivision in the State of Oregon (hereinafter, the "COUNTY"), acting by and through its duly elected Board of COUNTY Commissioners, (hereinafter the "BOARD") and Correct Care Solutions, LLC, (hereinafter ("CCS") a Kansas Limited Liability Company.

**RECITALS**

**WHEREAS**, the COUNTY and the duly elected Sheriff (hereinafter the "SHERIFF") are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Coos County Jail located at 200 E. Second St., Coquille, Oregon (hereinafter, "JAIL"); and

**WHEREAS**, the objective of the COUNTY is to provide for the delivery of quality health care to the INMATES and DETAINEES of the JAIL (hereinafter, "JAIL POPULATION"), in accordance with applicable law; and

**WHEREAS**, CCS is in the business of administering correctional health care services and desires to administer such services on behalf of the COUNTY to the JAIL POPULATION under the terms and conditions hereof.

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

**DEFINITIONS**

**CONTRACT YEAR** – The initial, and any successive, twelve (12) month period beginning with the effective date of the AGREEMENT.

**COUNTY INMATES/DETAINEES** – An INMATE/DETAINEE held under the jurisdiction of the COUNTY or SHERIFF. COUNTY INMATES/DETAINEES may be housed in the JAIL or in another jurisdiction's correctional facility. However, COUNTY INMATES/DETAINEES housed in another jurisdiction are not covered by the provisions of this AGREEMENT unless CCS administers health care services at the other jurisdiction's facility and is specifically set forth below.

**COVERED PERSONS** – An INMATE/DETAINEE of the JAIL who is: (1) part of the JAIL's MADP; and (2) FIT FOR CONFINEMENT; and (3)(a) incarcerated in the JAIL; or (b) on work release status and is indigent. NOTE: COVERED PERSONS include OTHER COUNTY INMATES/DETAINEES for purposes of delivery of basic health care services, however, the cost of certain services provided to OTHER COUNTY INMATES/DETAINEES are borne by the COUNTY as set forth in Section 5.0.

**DETAINEE** – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

**FIT FOR CONFINEMENT** – A determination made by a CCS authorized physician that an INMATE/DETAINEE is medically stable and has been medically cleared for acceptance into the JAIL. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

**HEALTH CARE STAFF** – Medical, mental health and support staff provided or administered by CCS.

**CCS CHIEF CLINICAL OFFICER** – CCS's Chief physician who is vested with certain decision making duties under this AGREEMENT.

**INMATE** – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

**MONTHLY AVERAGE DAILY POPULATION (MADP)** – The average number of INMATES/DETAINEES housed in the JAIL on a daily basis for the period of one month. The MADP shall include, but separately list, OTHER COUNTY INMATES/DETAINEES. The MADP shall be figured by summing the daily population for the JAIL and OTHER COUNTY INMATES/DETAINEES (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. JAIL records shall be made available to CCS upon request to verify the MADP. Persons on work release and not indigent, home confinement, housed outside of the JAIL, and parolees and escapees shall not be considered part of the JAIL's MADP.

**NCCHC** – The National Commission on Correctional Health Care.

**OTHER COUNTY INMATE/DETAINEE** – An INMATE/DETAINEE under the jurisdiction of another county, state or federal agency, who is being housed in the JAIL.

**PHYSICIAN EXTENDER** – An advanced level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

**SPECIALTY SERVICES** – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding services that are otherwise provided for in this AGREEMENT.

## **ARTICLE I** **HEALTH CARE SERVICES**

- 1.0 SCOPE OF SERVICES. CCS shall administer health care services and related administrative services at the JAIL according to the terms and provisions of this AGREEMENT. The costs of the various health care services shall be borne by CCS or the COUNTY as set forth in this Article.
- 1.1 GENERAL HEALTH CARE SERVICES. CCS will arrange and bear the cost of the following health care services:
  - 1.1.1 RECEIVING SCREENING. A receiving screening of a COVERED PERSON shall be performed as soon as possible after the COVERED PERSON'S booking into the JAIL, not to exceed 24 hours after the COVERED PERSON's arrival at the JAIL.
  - 1.1.2 HEALTH ASSESSMENT. A health assessment of a COVERED PERSON shall be performed as soon as possible, but no later than fourteen (14) calendar days after the INMATE/DETAINEE's arrival at the JAIL. The health assessment shall follow current NCCHC guidelines.
  - 1.1.3 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and in a clinical setting. A PHYSICIAN

EXTENDER or Physician will be available to see COVERED PERSONS at least once per week.

- 1.2 AMBULANCE SERVICE. CCS shall arrange and bear the cost of emergency ambulance services for COVERED PERSONS housed in the JAIL. Costs under this Section shall be included in the CAP AMOUNT listed in Section 1.19.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE - CCS HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.).
- 1.4 DENTAL - ORAL SCREENING ONLY. CCS shall arrange and bear the cost of oral screening (as defined by NCCHC guidelines) of all COVERED PERSONS. The COUNTY shall bear the cost of any and all other dental services required by the JAIL POPULATION.
- 1.5 ELECTIVE MEDICAL CARE - NOT COVERED. CCS shall not be responsible for the provision or cost of any elective care. In the event a member of the JAIL POPULATION requires elective care, the INMATE/DETAINEE or COUNTY shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of CCS's CHIEF CLINICAL OFFICER or designee, cause the INMATE/DETAINEE'S health to deteriorate or cause harm to the INMATE/DETAINEE'S wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- 1.6 HOSPITALIZATION. CCS shall arrange and bear the cost of any hospitalization services medically necessary for an INMATE/DETAINEE. Costs under this Section shall be included in the CAP AMOUNT listed in Section 1.19.
- 1.7 LONG TERM CARE - NOT COVERED. CCS shall not be responsible for the provision or cost of any long term care facility services. In the event that a member of the JAIL POPULATION requires skilled care, custodial care or other services of a long term care facility, the COUNTY shall bear the cost.
- 1.8 MEDICAL EQUIPMENT OVER \$100. In the event that the Parties mutually agree that medical equipment in excess of \$100 per unit cost is required to assist in providing health care services to COVERED PERSONS under this AGREEMENT, the COUNTY shall bear the cost of such equipment.
- 1.9 MEDICAL SUPPLIES/EQUIPMENT OF \$500 OR LESS. CCS shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the AGREEMENT, which have a unit cost of \$500 or less, but does not include office and paper supplies.
- 1.10 MEDICAL WASTE. CCS shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this AGREEMENT in accordance with all applicable state laws and OSHA- regulated standards.
- 1.11 MENTAL HEALTH CARE. CCS shall arrange and bear the cost of limited Mental Health Care services, as further provided in Exhibit A. CCS shall, to the extent necessary, coordinate and cooperate with COUNTY when the preparation of Director's Holds are required for individuals being released but requiring mental health housing and when the preparation of Oregon State Hospital commitment reports for court-ordered placement at the state hospital are required.

Further, CCS agrees to coordinate and cooperate with Coos Health & Wellness (CHW) for mental health coverage provided at the facility by CHW, including working with County-provided mental health professionals. CCS shall not be responsible for the provision or cost of any off-site or inpatient mental health services. In the event that off-site or inpatient mental health services are necessary, costs shall be included in the CAP AMOUNT listed in Section 1.19.

- 1.12 OFFICE EQUIPMENT - NOT COVERED. CCS shall not be responsible for the provision or cost of any office equipment. The COUNTY shall be responsible for providing office equipment, such as copier, fax and phone service required for the administrative operation of the medical unit.
- 1.13 OFFICE SUPPLIES. CCS shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 1.14 PATHOLOGY/RADIOLOGY SERVICES. CCS shall arrange and bear the cost of all pathology and radiology services (also referred to as laboratory and x-ray services) ordered by a CCS physician for COVERED PERSONS. CCS shall arrange for on-site pathology and radiology services to the extent reasonably possible. To the extent pathology and radiology services are required and cannot be rendered on-site, CCS shall make appropriate off-site arrangements for rendering pathology and radiology care. CCS will arrange and coordinate with the SHERIFF'S office for any off-site transportation related to pathology or radiology services. Costs for off-site pathology and radiology services shall be included in the CAP AMOUNT listed in Section 1.19.
- 1.15 PHARMACY SERVICES. CCS shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Except as provided below, CCS shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed CCS physician for a COVERED PERSON. Costs under this Section shall be included in the CAP AMOUNT listed in Section 1.19.
  - 1.15.2 GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified health care provider.
  - 1.15.3 EXEPTIONS. CCS shall bear the cost of all prescription medication with the exception of all prescription medications related to the treatment of Acquired Immune Deficiency Syndrome ("AIDS"), Human Immuno-deficiency Virus ("HIV"), Hepatitis C, organ transplants and neuromuscular disease, and Biological medications. Medications related to the treatment of AIDS, HIV, Hepatitis C, organ transplants and neuromuscular disease, and Biological medications shall be defined in accordance with the Physician's Desk Reference.
  - 1.15.4 PSYCHOTROPIC MEDICATIONS. CCS shall arrange and bear the cost of psychotropic medications for COVERED PERSONS.
- 1.16 PREGNANT COVERED PERSONS. CCS shall arrange and bear the cost of on-site health care services for any pregnant COVERED PERSON in accordance with NCCHC standards and this AGREEMENT, but CCS shall not arrange or bear the cost of any health care services for infants. Off-site health care services for any pregnant COVERED PERSON shall be in accordance with SPECIALTY SERVICES as set forth herein in paragraph 1.17.
- 1.17 SPECIALTY SERVICES. In the event it is determined that a COVERED PERSON requires SPECIALTY SERVICES, CCS shall arrange and bear the cost of such services, subject to the FINANCIAL LIMITATION set forth below in Provision 1.19. CCS' authorized physician will

make such determination and refer COVERED PERSONS for SPECIALTY SERVICES when, in the physician's professional opinion, it is deemed medically necessary. CCS shall arrange on-site SPECIALTY SERVICES to the extent reasonably possible. To the extent SPECIALTY SERVICES are required and cannot be rendered on-site, CCS shall make appropriate off-site arrangements for rendering such care. All Costs for off-site Specialty Services, or any Specialty Services normally performed off-site of which CCS arranges delivery on-site, shall be included in the CAP AMOUNT listed in Section 1.19.

- 1.18 VISION CARE - NOT COVERED. CCS shall not be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event that any COVERED PERSON requires vision services, including an ophthalmologist's services, the COUNTY shall bear the cost of such vision or eye care services.
- 1.19 FINANCIAL LIMITATIONS. CCS's maximum liability for costs associated with the provision of off-site medical services, pharmacy services or other healthcare services which include, but are not limited to, the services in Paragraphs 1.2, 1.6, 1.8, 1.11, 1.14, 1.15, 1.16 and 1.17 shall be \$20,000.00 in the aggregate per CONTRACT YEAR, to be pro-rated for any partial contract years (the "CAP AMOUNT"). Costs for any medical or other health services, as set forth above, which are provided to INMATES/DETAINEES during the CONTRACT YEAR which are in excess of the CAP AMOUNT shall be the responsibility of the COUNTY. When the CAP AMOUNT for the CONTRACT YEAR is reached, CCS will continue to provide utilization management, extend all provider discounts to the COUNTY and pay these expenses on behalf of the COUNTY, as long as the COUNTY remains current with payments due under this AGREEMENT. Amounts paid by CCS which are over the CAP AMOUNT will be periodically reconciled with the COUNTY pursuant to Paragraph 8.1.

## **ARTICLE II** **HEALTH CARE STAFF**

- 2.0 STAFFING HOURS. CCS shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article I as set forth in the staffing plan set forth in Exhibit A, attached hereto and made a part hereof. CCS reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operation needs to provide the health care services under this AGREEMENT.
- 2.0.1 Additional hours may be provided if mutually agreed upon by both Parties in writing, with at least 24 hours advanced notice.
- 2.0.2 CCS shall provide or arrange for the provision of an on-call PHYSICIAN EXTENDER or Physician available by telephone 24 hours per day and 7 days per week.
- 2.0.3 CCS shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of CCS, after such reasonable efforts have been made, shall not constitute a breach of this AGREEMENT; provided however, that if CCS is unable to maintain staffing levels agreed upon hereunder for a period of thirty (30) days or more, CCS and COUNTY shall negotiate in good faith and agree to a reasonable adjustment in compensation; if the parties do not agree, then the parties shall submit the matter to mediation, and further failing agreement to final, binding arbitration in accordance with the laws of the State of Oregon.

- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to in writing by the COUNTY and CCS.
- 2.2 STAFF SCREENING. The COUNTY shall screen CCS's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the JAIL to ensure they do not constitute a security risk. The COUNTY shall have final approval of CCS's HEALTH CARE STAFF, employees, agents and/or subcontractors in regards to security/background clearance.
- 2.3 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the COUNTY becomes dissatisfied with any member of the HEALTH CARE STAFF, the COUNTY shall provide CCS written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CCS shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the COUNTY within ten (10) business days following CCS's receipt of the notice, CCS shall remove the individual from providing services at the JAIL within a reasonable time frame considering the effects of such removal on CCS's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The COUNTY reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.

**ARTICLE III**  
**ADMINISTRATIVE SERVICES**

- 3.0 UTILIZATION MANAGEMENT. CCS shall provide utilization management services and administer Pharmacy services as set forth in Article I, on behalf of the COUNTY. CCS will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the COUNTY and/or SHERIFF apprised of its utilization management practices.
- 3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. CCS shall conduct an ongoing health and mental health education and training program for the COUNTY Deputies and Jailers in accordance with the needs mutually established by the COUNTY and CCS.
- 3.2 MONTHLY REPORTS. As requested by the SHERIFF, CCS shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the JAIL POPULATION.
- 3.3 QUARTERLY MEETINGS. As requested by the SHERIFF, CCS shall meet quarterly, or as soon thereafter as possible, with the SHERIFF, or designee, concerning health care services within the JAIL and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
- 3.4 MEDICAL RECORDS MANAGEMENT. CCS shall provide the following medical records management services:
  - 3.4.1 MEDICAL RECORDS. CCS HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the JAIL to



another location for off-site services or transferred to another institution. CCS will keep medical records confidential and shall not release any information contained in any medical record except as required by published JAIL policies, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the SHERIFF, as property of the SHERIFF's office.

3.4.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.

3.4.3 RECORDS AVAILABILITY. As needed to administer the terms of this AGREEMENT, CCS shall make available to the SHERIFF or COUNTY, unless otherwise specifically prohibited, at the SHERIFF's or COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the JAIL POPULATION hereunder.

#### **ARTICLE IV** **PERSONS COVERED UNDER THIS AGREEMENT**

4.0 GENERAL. Except as otherwise provided in this AGREEMENT, CCS shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.

4.1 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. CCS shall arrange for on-site first response emergency medical care as required for JAIL employees, contractors and visitors to the JAIL. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

4.2 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that CCS is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the custody of, or under the jurisdiction of, the JAIL. In no event shall CCS be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the JAIL including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall CCS be responsible for payment of costs associated with any medical services rendered to a COVERED PERSON when said COVERED PERSON is injured outside the JAIL facility during transport to or from the JAIL.

#### **ARTICLE V** **PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT**

5.0 OTHER COUNTY INMATES/DETAINEES. CCS shall only be responsible for arranging health assessments, sick call, over-the counter medications, medical supplies and medical waste services for OTHER COUNTY INMATES/DETAINEES. The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for the OTHER COUNTY INMATE/DETAINEE, including those services listed in Article I of this AGREEMENT and all other medically-related expenses associated with OTHER COUNTY INMATES/DETAINEES.

5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. CCS shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY or SHERIFF or other agency with legal responsibility for the medical care of such persons shall be responsible for

all medical expenses associated with the care and treatment of COUNTY INMATES/DETAINEES removed from the JAIL, including, but not limited to the services listed in Article I of this AGREEMENT and any other health care related expenses associated with said INMATES/DETAINEES, unless the INMATE/DETAINEE is housed in a facility where CCS provides INMATE/DETAINEE health care services. CCS shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed outside the JAIL (i.e. non-indigent work release INMATES/DETAINEES or INMATES/DETAINEES on home confinement).

- 5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT AND ESCAPED INMATES/DETAINEES. CCS shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the JAIL or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the JAIL. In addition, CCS shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life threatening injury or illness or in immediate need of emergency medical care. CCS shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or the COUNTY shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that is FIT FOR CONFINEMENT. To the extent CCS is billed for medical services provided to an individual who is not FIT FOR CONFINEMENT the COUNTY shall reimburse CCS for all such costs. CCS shall not charge an additional fee simply to examine an individual to determine if he is suitably FIT FOR CONFINEMENT.

**ARTICLE VI**  
**COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT**

- 6.0 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. CCS shall not be responsible for any expenses not specifically covered under Articles I, II and III of this AGREEMENT. In the event that any of the health care services not covered by CCS under Articles I, II and III, or any services that are not listed within this AGREEMENT, are required for a member of the JAIL POPULATION as a result of the medical judgment of a physician or CCS authorized personnel, CCS shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both parties understand and agree that there are certain occurrences, both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the COUNTY or SHERIFF or their employees, agents or contractors, which results in medical care for the JAIL POPULATION, JAIL staff, visitors, or contractors, CCS shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the COUNTY. Notwithstanding the above, CCS shall be responsible for medical costs under this AGREEMENT associated with such an event only if such an event was caused solely by CCS.

**ARTICLE VII**  
**COUNTY'S DUTIES AND OBLIGATIONS**

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, JAIL, and SHERIFF and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The COUNTY and the SHERIFF shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CCS shall identify to the SHERIFF those members of the JAIL POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the JAIL or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the SHERIFF shall make every effort to have such an INMATE/DETAINEE released, transferred or otherwise removed from the correctional setting.
- 7.2 RECORD ACCESS. During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the SHERIFF shall provide CCS, at CCS's request, the COUNTY, JAIL and/or SHERIFF'S records (including medical records) relating to the provision of health care services to the JAIL POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the JAIL POPULATION (to the extent the COUNTY, JAIL or SHERIFF has control of, or access to, such records). CCS may request such records in connection with the investigation of, or defense of, any claim by a third party related to CCS's conduct or to prosecute a claim against a third party. Any such information provided by the SHERIFF to CCS that the SHERIFF considers confidential shall be kept confidential by CCS and shall not, except as may be required by law, be distributed to any third party without prior written approval by the SHERIFF.
- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. INMATES/DETAINEES of the JAIL shall not be employed or otherwise engaged or utilized by either CCS or the SHERIFF in rendering any health care services to the JAIL POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the JAIL POPULATION and not involving access to JAIL POPULATION records in accordance with NCCHC standards.
- 7.4 SECURITY OF THE JAIL FACILITY AND CCS. CCS and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CCS, as well as for the security of the JAIL POPULATION and SHERIFF'S staff, consistent with a correctional setting. The SHERIFF shall provide security sufficient to enable CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the SHERIFF while at the JAIL or other premises under the SHERIFF's direction or control. However, any CCS HEALTH CARE STAFF, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this AGREEMENT if such person reasonably feels that the current safety services are insufficient. CCS shall not be liable for any loss or damages resulting from CCS's HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.

- 7.5 SHERIFF'S POLICIES AND PROCEDURES. CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY'S and/or SHERIFF'S posted security Policies and Procedures, which impact the provision of medical services.
- 7.5.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CCS at the JAIL, and CCS may make a reasonable number of copies of any specific section(s) it wishes using the SHERIFF'S photocopy equipment and paper.
- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the JAIL POPULATION which has not been made available to CCS shall not be enforceable against CCS unless otherwise agreed upon by both parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to CCS. CCS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CCS.
- 7.5.4 If any of the COUNTY and/or SHERIFF'S Policies and Procedures specifically relate to the delivery of medical services, the COUNTY and/or SHERIFF'S representative and CCS shall review the COUNTY and/or SHERIFF'S Policies and Procedures and modify or remove those provisions that conflict with CCS'S Jail Health Care Policies and Procedures.
- 7.6 DAMAGE TO EQUIPMENT. CCS shall not be liable for loss of or damage to equipment and supplies of CCS, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY and/or SHERIFF'S employees.
- 7.7 SECURE TRANSPORTATION. The SHERIFF shall provide security as necessary and appropriate in connection with the transportation of a member of the JAIL POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by CCS. CCS shall coordinate with the SHERIFF'S office for transportation to and from the off-site services provider or hospital.
- 7.8 OFFICE EQUIPMENT AND SUPPLIES. The SHERIFF shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the JAIL health care facilities unless otherwise state in Paragraph 1.13. At the termination of this AGREEMENT, CCS shall return to the COUNTY possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 7.9 NON-MEDICAL CARE OF JAIL POPULATION. It is understood that the SHERIFF shall provide for all the non-medical personal needs and services of the JAIL POPULATION as required by law. CCS shall not be responsible for providing, or liable for failing to provide, non-medical services to the JAIL POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.10 JAIL POPULATION INFORMATION. In order to assist CCS in providing the best possible health care services to COVERED PERSONS, the SHERIFF shall provide, as needed, information pertaining to the COVERED PERSON that CCS and the SHERIFF mutually identify as reasonable and necessary for CCS to adequately perform its obligations under this AGREEMENT.

**ARTICLE VIII**  
**COMPENATION AND ADJUSTMENTS**

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base amount to be paid by the County to CCS is \$599,160 during the INITIAL TERM, payable in equal monthly installments. Each monthly installment shall be at \$49,930, pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CCS in September, 2016 for services administered in the month of September, 2016. Each monthly payment thereafter is to be paid by the COUNTY to CCS before or on the 1st day of the month of the month of service.
- 8.1 QUARTERLY RECONCILIATION PROCESS. CCS will provide a quarterly reconciliation with the COUNTY for any amounts owed by either party pursuant to the terms of this AGREEMENT, including, but not limited to:
- 8.1.1 ADJUSTMENT FOR MADP. For each month reconciled, if the JAIL's MADP is greater than 49 INMATES/DETAINEES, the compensation payable to CCS by the COUNTY shall be increased by the number of INMATES/DETAINEES over 49 at the per diem rate of \$1.12.
- 8.1.2 ADJUSTMENTS FOR COSTS IN EXCESS OF CAP AMOUNTS. The quarterly reconciliation shall include any amounts paid by CCS in excess of the financial limits listed in this AGREEMENT. The compensation payable to CCS by the COUNTY shall be increased by any costs paid by CCS in excess of the financial limits listed in Paragraph 1.19.

**ARTICLE IX**  
**TERM AND TERMINATION**

- 9.0 TERM. The term of this AGREEMENT shall be from September 1, 2016 at 12:01 a.m. through June 30, 2018 at 11:59 p.m. (the "INITIAL TERM"). For a total or three additional twelve (12) month renewal years, this AGREEMENT shall automatically renew for additional one year periods on July 1st of each subsequent year with mutually agreed upon increases, unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article.
- 9.0.1 RENEWAL. Upon each subsequent renewal of this AGREEMENT pursuant to Paragraph 9.0, the Parties have agreed to an increase of CPI but not to exceed 4.0% of the annual amount as defined in Paragraph 9.0.1.1.
- 9.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index for a defined month no less than six months prior to the renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the AGREEMENT renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.
- 9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the COUNTY.

- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CCS AND the COUNTY shall act in good faith and make every effort to give CCS reasonable advance notice of any potential problem with funding or appropriations.
- 9.1.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CCS.
- 9.2 TERMINATION DUE TO CCS'S OPERATIONS. The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to CCS in the event that CCS discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.
- 9.3 TERMINATION FOR CAUSE. The AGREEMENT may be terminated for cause under the following provisions:
- 9.3.1 TERMINATION BY CCS. Failure of the COUNTY to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by CCS upon sixty (60) days advance written notice to the COUNTY specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, the COUNTY shall have ten (10) days to provide a written response to CCS. If the COUNTY provides a written response to CCS which provides an adequate explanation for the "basis for termination" and the COUNTY cures the "basis for termination" to the satisfaction of the CCS, the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to CCS.
- 9.3.2 TERMINATION BY COUNTY. Failure of CCS to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice CCS shall have ten (10) days to provide a written response to the COUNTY. If CCS provides a written response to the COUNTY which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the COUNTY, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the COUNTY.
- 9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or CCS may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days advance written notice to the other party.
- 9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay CCS for all services rendered by CCS up to the date of termination of the AGREEMENT regardless of the COUNTY'S failure to appropriate funds.

- 9.6 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this AGREEMENT, CCS shall be allowed to remove from the JAIL any stock medications or supplies purchased by CCS that have not been used at the time of termination. CCS shall also be allowed to remove its property from the JAIL including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

**ARTICLE X**  
**LIABILITY AND RISK MANAGEMENT**

- 10.0 INSURANCE COVERAGE. CCS shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:

10.0.1 Workers' compensation coverage as required by law with a waiver of subrogation in favor of COUNTY and to include employer's liability with limits of not less than \$1,000,000 per occurrence.

10.0.2 General commercial liability coverage for damages as a result of death or bodily injury (including personal injury) to any person's destruction or damage to any property with limits of not less than \$2,000,000 each occurrence, \$4,000,000 policy aggregate. Such coverage shall include, but is not limited to the following: commercial general liability coverage, and personal injury. Coverage shall be on an occurrence basis and not on a claim made basis.

10.0.3 Automobile liability insurance as a result of death or bodily injury to any persons, or destruction of or damage to any property arising out of the ownership, maintenance or use of any owned, non-owned or hired motor vehicle with limits of not less than \$1,000,000 per occurrence. Coverage shall be on an occurrence basis and not on a claim made basis.

10.0.4 Professional liability insurance, including errors and omissions, with limits of not less than \$2,000,000 per occurrence and \$4,000,000 policy aggregate. Claims made insurance shall provide tail coverage through the statute of limitations for services provided under the Agreement.

- 10.1 PROOF OF INSURANCE. CCS shall provide the COUNTY proof of professional liability or medical malpractice coverage for CCS's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. CCS shall promptly notify the COUNTY, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CCS fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY pursuant to the terms of Article IX.

- 10.2 INDEMNIFICATION. CCS agrees to indemnify and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of CCS, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this AGREEMENT. The COUNTY agrees to indemnify and hold harmless CCS, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of COUNTY, its agents, employees, or independent contractors. The COUNTY agrees to promptly notify CCS in

writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY agrees that CCS's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to CCS as set forth above. Upon written notice of claim, CCS shall take all steps necessary to promptly defend and protect the COUNTY from an indemnified claim, including retention of defense counsel, and CCS shall retain sole control of the defense while the action is pending, to the extent allowed by law.

- 10.3 HIPAA. CCS, the COUNTY, JAIL, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. The COUNTY, JAIL, and their employees and agents shall indemnify and hold harmless CCS from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY and its employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of CCS.

#### **ARTICLE XI** **MISCELLANEOUS**

- 11.0 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 the COUNTY to exercise control or direction over the manner or methods by which CCS, its employees, agents or subcontractors perform hereunder, or CCS to exercise control or direction over the manner or methods by which the COUNTY and its employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT.
- 11.1 SUBCONTRACTING. In performing its obligations under the AGREEMENT, it is understood that CCS 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 CCS may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this AGREEMENT. CCS shall engage Contract Professionals that meet the applicable professional licensing requirements and CCS shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this AGREEMENT. Contract Professionals 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 CCS 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.
- 11.2 AGENCY. For purposes of asserting any statutory rights afforded to the COUNTY to pay providers for medical services at certain reduced rates, COUNTY designates CCS as their agent to assert such rights and privileges.
- 11.3 EQUAL EMPLOYMENT OPPORTUNITY. CCS 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. CCS 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.

- 11.4 **WAIVER OF BREACH.** The waiver of 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.
- 11.5 **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that CCS is neither bound by or aware of any other existing contracts to which the COUNTY is a party and which relate to the providing of health care to INMATES/DETAINEES at the JAIL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that 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.
- 11.6 **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, floods, Acts of God 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.
- 11.7 **ASSIGNMENT.** Except as otherwise provided herein, no party to this AGREEMENT may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties; provided however, that CCS may assign its rights or delegate its duties to an affiliate of CCS, or in connection with the sale of all or substantially all of the stock assets or business of CCS, without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 11.8 **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 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:

If for CCS:  
Correct Care Solutions, LLC  
Attn: Chief Legal Officer  
1283 Murfreesboro Road, Suite 500  
Nashville, TN 37217

If for County:  
Coos County Courthouse  
Attn: Sheriff Craig Zanni  
250 N. Baxter Street  
Coquille, OR 97423

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

- 11.9 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the conflicts of laws or rules of any jurisdiction.
- 11.10 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Agreement on behalf of such party, and each party hereby certifies to the other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 11.11 SURVIVAL. The following provisions will survive any termination or expiration of the AGREEMENT: Article VIII, Article IX and Article X.
- 11.12 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.
- 11.13 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.
- 11.14 SEVERABILITY. In the event that 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.
- 11.15 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time, but only with the written consent of all parties.

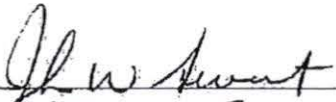
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IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act  
by their respective representative, each of whom is duly authorized to execute the same.


**AGREED TO AND ACCEPTED AS STATED ABOVE**

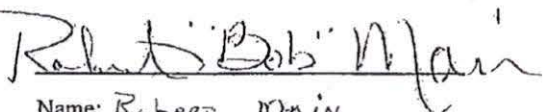
COUNTY OF COOS, OREGON

CORRECT CARE SOLUTIONS, LLC

  
Name: JOHN W. SWEET  
Title: CHAIR, BOARD OF COMMISSIONERS  
Date: 9/2/16

  
Name: Chris Bove  
Title: President, Local Detention Division  
Date: 9/2/16

  
Name: Melissa Gibbs  
Title: AP Commissioner  
Date: 9-2-2016

  
Name: Robert Main  
Title: Commissioner  
Date: 9-2-2016

**EXHIBIT A – STAFFING MATRIX**

<b>Coos County OR - Option 1</b>										
<b>Day Shift</b>										
<b>POSITION</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>Hrs/WK</b>	<b>FTE</b>	
Health Services Administrator	8	8	8	8	8			40.00	1.00	
Registered Nurse (RN)						8	8	16.00	0.40	
Medical Director	2							2	0.05	
Mid Level Provider (NP/PA)		2			2			4	0.10	
Psychiatric NP/PA	2							2	0.05	
Mental Health Professional	4		4		4			12	0.30	
Administrative Assistant	8	8	8	8	8			40	1.00	
<b>Total Hours/FTE - Day</b>								<b>116</b>	<b>2.90</b>	
<b>Evening Shift</b>										
<b>POSITION</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>Hrs/WK</b>	<b>FTE</b>	
Registered Nurse (RN)	8	8	8	8	8	8	8	56	1.40	
<b>Total Hours/FTE - Evening</b>								<b>56</b>	<b>1.40</b>	
<b>Weekly Total</b>										
<b>TOTAL HOURS/FTE - WEEKLY</b>								<b>172</b>	<b>4.30</b>	

## BUSINESS ASSOCIATE AGREEMENT

### 1. DEFINITIONS FOR USE IN THIS AGREEMENT

**"Covered Entity"** shall mean Coos County, its designated health care components, the Coos County Sheriff's Office, and the Coos County Jail.

**"Data Aggregation"** shall mean, with respect to Protected Health Information created, received or accessed by CCS in its capacity as the business associate of the Covered Entity, the combining of such Protected Health Information by CCS with the Protected Health Information received by CCS in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

**"Designated Record Set"** shall mean a group of records maintained by or for the Covered Entity that is (i) the medical records and billing records about individuals maintained by or for the Covered Entity; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used herein the term "Record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.

**"Electronic Media"** shall mean the mode of electronic transmissions. It includes the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.

**"Individually Identifiable Health Information"** shall mean information that is a subset of health information, including demographic information collected from an individual, and

(i) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

(ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**"Privacy Standards"** shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.

**"Protected Health Information"** shall mean Individually Identifiable Health Information that is (i) transmitted by electronic media, (ii) maintained in any medium constituting Electronic Media; or (iii) transmitted or maintained in any other form or medium. "Protected Health Information" shall not include (i) education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g and (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv). For instance, Protected Health Information includes information contained in a patient's clinical records and billing records.

**"Secretary"** shall mean the Secretary of the U.S. Department of Health and Human Services or any office or person within the U.S. Department of Health and Human Services to which/whom the Secretary has delegated his or her authority to administer the Privacy Standards, such as the Director of the Office for Civil Rights.

## **2. OBLIGATIONS OF CCS**

**Section 2.1. Use and Disclosure of Protected Health Information.** CCS may use and disclose Protected Health Information only as required to satisfy its obligations under the Agreement, as permitted herein, or required by law, but shall not otherwise use or disclose any Protected Health Information. CCS shall not and shall ensure that its directors, officers, employees, contractors and agents do not use or disclose Protected Health Information received from the Covered Entity in any manner that would constitute a violation of the Privacy Standards if used by the Covered Entity, except that CCS may use Protected Health Information (i) for CCS's proper management and administrative services, (ii) to carry out the legal responsibilities of CCS or (iii) to provide data aggregation services relating to the health care operations of the Covered Entity if required under the Agreement. CCS acknowledges that, as between CCS and the Covered Entity, all Protected Health Information shall be and remain the sole property of the Covered Entity, including any and all forms thereof developed by CCS in the course of its fulfillment of its obligations pursuant to the Agreement. CCS further represents that, to the extent CCS requests that the Covered Entity disclose Protected Health Information to CCS, such a request is only for the minimum necessary Protected Health Information for the accomplishment of CCS's purpose.

**Section 2.2. Safeguards against Misuse of Information.** CCS shall use all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as permitted under this Agreement.

**Section 2.3. Reporting of Disclosures of Protected Health Information.** CCS shall, as soon as practicable, but in no event later than within two (2) days of becoming aware of any use or disclosure of Protected Health Information in violation of the Agreement by CCS, its officers, directors, employees, contractors or agents or by a third party to which CCS disclosed Protected Health Information pursuant to Section 2.4, report any such disclosure to the Covered Entity. In such event, CCS shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to CCS of such improper use or disclosure.

**Section 2.4. Agreements by Third Parties.** CCS shall obtain and maintain an agreement with each agent or subcontractor that has or will have access to Protected Health Information, which is received from, or created or received by CCS on behalf of the Covered Entity, pursuant to which agreement such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to CCS pursuant to the Agreement with respect to such Protected Health Information. CCS will notify the Covered Entity in advance of entering into agreements with Third Parties that would have access to Protected Health Information which is received from, or created or received by CCS on behalf of the Covered Entity. CCS will not enter into agreements with Third Parties that would have access to Protected Health Information which is received from, or created or received by CCS on behalf of the Covered Entity, without the express consent of the Covered Entity.

**Section 2.5. Access to Information.** Within five (5) days of a request by the Covered Entity for access to Protected Health Information about an individual contained in a Designated Record Set, CCS shall make available to the Covered Entity such Protected Health Information for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to Protected Health Information directly from CCS, CCS shall within two (2) days forward such request to the Covered Entity. Any denials of access to the Protected Health Information requested shall be the responsibility of the Covered Entity.

**Section 2.6. Availability of Protected Health Information for Amendment.** Within ten (10) days of receipt of a request from the Covered Entity for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), CCS shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. §164.526.

**Section 2.7. Accounting of Disclosures.** Within ten (10) days of notice by the Covered Entity to CCS that it has received a request for an accounting of disclosures of Protected Health Information (other than disclosures to which an exception to the accounting requirement applies, including, but not limited to, the exceptions for a disclosure that is related to the treatment of the patient, the processing of payments related to such treatment, or the health care operations of a covered entity or its business associate) CCS shall make available to the Covered Entity such information as is in CCS's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. §164.528. At a minimum, CCS shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to CCS, CCS shall within two (2) days forward such request to the Covered Entity. CCS shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

**Section 2.8. Availability of Books and Records.** Beginning the later of April 14, 2003 or the Effective Date, CCS shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by CCS on behalf of the Covered Entity available to the Secretary for purposes of determining the Covered Entity's and CCS's compliance with the Privacy Standards.

**Section 2.9. Notice of Request for Data.** CCS agrees to notify the Covered Entity within five (5) business days of CCS's receipt of any request or subpoena for Protected Health Information. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, CCS shall cooperate fully with the Covered Entity in such challenge.

**Section 2.10. Injunction.** CCS acknowledges and agrees that the Covered Entity will suffer irreparable damage upon CCS's breach of this Agreement and that such damages shall be difficult to quantify. CCS acknowledges and agrees that the Covered Entity may file an action for an injunction to enforce the terms of this Agreement against CCS, in addition to any other remedy the Covered Entity may have.

### **3. TERMINATION OF AGREEMENT WITH CONTRACTOR**

**Section 3.1. Termination upon Breach of Provisions Applicable to Protected Health Information.** Any other provision of the Agreement notwithstanding, the Agreement may be terminated by the Covered Entity upon five (5) days written notice to CCS in the event that CCS breaches any provision contained in this Agreement and such breach is not cured within such five (5) day period; provided, however, that in the event that termination of the Agreement is not feasible, in the Covered Entity's sole discretion, CCS acknowledges and agrees that the Covered Entity has the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

**Section 3.2. Return or Destruction of Protected Health Information upon Termination.** Upon termination of the Agreement, CCS shall either return or destroy all Protected Health Information

received from the Covered Entity or created or received by CCS on behalf of the Covered Entity and which CCS still maintains in any form. CCS shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, to the extent that the Covered Entity agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of this Agreement shall survive termination of the Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

**Section 3.3. The Covered Entity's Right of Cure.** At the expense of CCS, the Covered Entity shall have the right to cure any breach of CCS'S obligations under this Agreement. The Covered Entity shall give CCS notice of its election to cure any such breach and CCS shall cooperate fully in the efforts by the Covered Entity to cure CCS'S breach. All requests for payment for such services of the Covered Entity shall be paid within thirty (30) days.

**Section 3.4. Transition Assistance.** Following the termination of the Agreement for any reason, CCS agrees to provide transition services for the benefit of the Covered Entity, including the continued provision of its services required under the Agreement until notified by the Covered Entity that the alternative provider of services is able to take over the provision of such services and the transfer of the Protected Health Information and other data held by CCS related to its services under the Agreement.

#### **4. GENERAL PROVISIONS**

**Section 4.1. Effect.** The terms and provisions of this Agreement shall supersede any other conflicting or inconsistent terms and provisions in the Agreement to which this Agreement is attached, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Without limitation of the foregoing, any limitation or exclusion of damages provisions shall not be applicable to this Agreement.

**Section 4.2. Amendment.** CCS and the Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the "Standards") promulgated or to be promulgated by the Secretary or other regulations or statutes. CCS agrees that it will fully comply with all such Standards and that it will agree to amend this Agreement to incorporate any material required by the Standards.

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.

COUNTY OF COOS, OREGON

CORRECT CARE SOLUTIONS, LLC





Name: JOHN W. SWEET

Name: Chris Bove

Title: CLERK, BOARD OF COMMISSIONERS

Title: President Local Detention Div.

Date: 9/2/16

Date: 9/2/16



Robert B. Moin

Name: Robert B. Moin

Title: Commissioner

Date: 9-2-2016

Melissa Crubaris

Name: Mel Crub

Title: Commissioner

Date: September 2, 2016