

22

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

**AGENDA ITEM**

Discussion and possible action to authorize the County Judge to execute a Health Services Agreement between Hays County and Correct Care Solutions, LLC (CCS).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 2, 2013	

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	COBB	CONLEY

**SUMMARY**

This contract with CCS represents the Hays County Sheriff's Office selection from proposals made regarding privatization of the jail infirmary.

FILED: **04 02 13**  
 HAYS COUNTY COMMISSIONERS' COURT  
 Resolution # **28912** VOL **V** PG **128**

COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS  
**PUBLIC PARTICIPATION/WITNESS FORM**



Item # 22  
T\_\_ - \_\_\_\_

**INSTRUCTIONS:** TO ADDRESS THE COURT ON AN ISSUE, PLEASE FILL OUT THE THIS FORM COMPLETELY AND GIVE IT TO THE COUNTY CLERK **PRIOR** TO THE PUBLIC COMMENT PERIOD. PLEASE PRINT LEGIBLY AND IF YOU ARE HANDING OUT ANY MATERIAL OR DOCUMENTS TO THE COURT, PLEASE MAKE SURE YOU GIVE THE SAME TO THE CLERK TO PLACE INTO THE RECORD.

**PUBLIC COMMENTS ARE LIMITED TO THREE (3) MINUTES**

I AM APPEARING BEFORE THIS COURT TO SPEAK

FOR

AGAINST

NEUTRALLY

REGARDING THE FOLLOWING SUBJECT MATTER:

AGENDA ITEM # 22

PUBLIC COMMENT Regarding:

\_\_\_\_\_  
(subject matter)

NAME (Please Print Legibly): Mariann Moore Mitchell

ADDRESS: 5 Embrook, Woodcreek

PHONE: (915) 293-6744

In appearing before this court, I represent (check both if applicable):

Myself, as a private individual, and my occupation, profession, or business is:  
Retired

AND/OR

I am authorized to speak on behalf of the following person, firm, corporation, class, or group:

And their contract information is: Phone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_

I hereby swear that the above information and statements are true and correct and that I have listed all persons or entities that I have been authorized to represent in reference to the matters on which I am appearing. I further swear or affirm that the testimony I give before this court will be true and accurate.

DATE: 4-2-13

\_\_\_\_\_  
Signature of Participant/Witness

COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS  
**PUBLIC PARTICIPATION/WITNESS FORM**



Item # 22  
T\_\_ - \_\_\_\_

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**PUBLIC COMMENTS ARE LIMITED TO THREE (3) MINUTES**

I AM APPEARING BEFORE THIS COURT TO SPEAK

- FOR                       AGAINST                       NEUTRALLY

REGARDING THE FOLLOWING SUBJECT MATTER:

- AGENDA ITEM # 22  
 PUBLIC COMMENT Regarding:

\_\_\_\_\_  
(subject matter)

NAME (Please Print Legibly) : Adrienne Evans-Stark

ADDRESS: 500 Jennifer Ln, Driftwood TX

PHONE: (915) 276-0402

In appearing before this court, I represent (check both if applicable):

Myself, as a private individual, and my occupation, profession, or business is:  
EMT

AND/OR

I am authorized to speak on behalf of the following person, firm, corporation, class, or group:

\_\_\_\_\_

And their contract information is:                      Phone: (    ) \_\_\_\_\_

Address: \_\_\_\_\_

I hereby swear that the above information and statements are true and correct and that I have listed all persons or entities that I have been authorized to represent in reference to the matters on which I am appearing. I further swear or affirm that the testimony I give before this court will be true and accurate.

DATE: 4-2-13

A. Evans  
Signature of Participant/Witness



March 27, 2013

Captain Mark Cumberland  
Hays County Sheriff's Office  
1307 Uhland Road  
San Marcos, TX 78666

Sent via e-mail to: mcumberland@co.hays.tx.us

Dear Captain Cumberland:

Correct Care Solutions (CCS) appreciates the opportunity to submit this revised proposal to you for inmate health care services. We appreciate your team's candor and the obvious pursuit of a quality program you have demonstrated through this process. We believe strongly that CCS can provide the program improvements you are seeking in order to ensure more consistent, compassionate, and defensible care for the inmate population in Hays County.

Per our negotiations, CCS has edited the initial items included in our proposal in order to save money for Hays County. Changes to the new CCS program comprise staffing changes and non-staffing changes, including:

- CCS has excluded the cost of all computers, printers and scanners required for medical personnel as Hays County has agreed to provide these to CCS specifications.
- CCS has excluded the cost of medical waste disposal as Hays County has agreed to provide.
- CCS has excluded the cost of office supplies as Hays County has agreed to provide.
- CCS has excluded the cost of a large office copier as Hays County has agreed to provide.
- CCS has reduced the total number of full-time medical positions from 8.55 to 8.15.
- CCS has reduced the number of weekly LVN hours from 56 to 44.
- CCS has reduced the number of weekly Licensed Professional Mental Health Counselor hours from twelve (12) to eight (8).

### ***Staffing***

The revised CCS staffing plan includes 8.15 total FTEs, an RN as the Health Services Administrator, and provides 24/7 EMT coverage.

The CCS staffing plan also includes ten hours per week of mental health coverage for patients who require it. Our goal is to deliver mental health services as an extension of the community mental health community. Mental health care for these patients should not stop simply because they are incarcerated. We will work hard to ensure it doesn't.

## The CCS Staffing Plan

Correct Care Solutions									
Hays County Jail									ADP: 325
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
<b>DAY SHIFT</b>									
Health Services Administrator (RN)	8	8	8	8	8			40.00	1.00
Physician*			4					4.00	0.10
Mid-level Provider (PA/NP)*	4				4			8.00	0.20
EMT	16	8	16	8	16	8	8	80.00	2.00
LVN	4	8	4	8	4	8	8	44.00	1.10
Psychiatrist (via Telepsychiatry)			2					2.00	0.05
MHP (LPC)		4		4				8.00	0.20
<b>TOTAL HOURS/FTE-Day</b>								<b>186.00</b>	<b>4.65</b>
<b>EVENING SHIFT</b>									
EMT	8	8	8	8	8	8	8	56.0	1.40
LVN	4	4	4	4	4	4	4	28.0	0.70
<b>TOTAL HOURS/FTE-Evening</b>								<b>84.0</b>	<b>2.10</b>
<b>NIGHT SHIFT</b>									
EMT	8	8	8	8	8	8	8	56.0	1.40
<b>TOTAL HOURS/FTE-Night</b>								<b>56.0</b>	<b>1.40</b>
<b>TOTAL HOURS/FTE per week</b>								<b>326.00</b>	<b>8.15</b>

\*As appropriate, one hour of Physician time may be covered by 2 hours of Mid-Level time and vice-versa.

### Combined Cap

The revised CCS proposal still includes a \$335,000 combined cap for off-site and pharmaceutical expenses. CCS will be financially responsible for all Off-Site and Pharmacy Costs incurred up to \$250,000 per contract year. In the event less than \$250,000 in Off-Site and Pharmacy Costs are incurred, during any contract year, CCS will refund to Hays County 100% of the unspent dollars below \$250,000.

Hays County will be 100% financially responsible for all off-site and pharmaceutical expenses between \$250,000 and \$334,999.99.

CCS and Hays County will each pay 50% of costs over \$335,000 up to \$385,000. Hays County will be responsible for all cap expenses over \$385,000. CCS will deliver monthly invoices to Hays County if the annual cap expenses exceed the \$335,000 maximum cap value.

## HEALTH SERVICES AGREEMENT

**THIS HEALTH SERVICES AGREEMENT** (hereinafter referred to as "Agreement") by and between Hays County (hereinafter referred to as "County"), a political subdivision of the State of Texas, and Correct Care Solutions, LLC (hereinafter referred to as "Company"), is entered into as of the \_\_\_\_\_ day of March 2013.

### **WITNESSETH:**

**WHEREAS**, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Hays County Jail (hereinafter called "Jail") and,

**WHEREAS**, County desires to provide healthcare to inmates in accordance with applicable law; and,

**WHEREAS**, the County, which provides funding for the Jail, desires to enter into this Agreement with Company to promote this objective; and,

**WHEREAS**, Company is in the business of providing correctional healthcare services under contract and desires to provide such services for the County under the express terms and conditions contained herein.

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

### **ARTICLE 1: HEALTHCARE SERVICES**

- 1.1. General Engagement. County hereby contracts with Company to provide healthcare services to inmates of the JAIL. This care is to be delivered to individuals under the custody and control of the County at the JAIL, and Company enters into this Agreement according to the terms and provisions herein. Company agrees to provide such services.
- 1.2. Scope of General Services. The responsibility of Company for the healthcare of an inmate commences with the commitment of an inmate to the custody of the County. Company shall provide healthcare services for all persons committed to the custody of the County. Company shall provide or provide for, on a regular basis, medically appropriate professional medical, mental health, dental, and related healthcare and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy/prescription supply and services management, administrative support services, and other services, all as more specifically described herein.

- 1.3. Emergency Services. Company shall provide, at its own cost, on-site emergency medical care, as medically necessary. Company shall not be financially responsible for emergency services provided outside the JAIL, except as expressly set forth in Article VII.
- 1.4. Injuries Incurred Prior to Incarceration; Pregnancy. Company will not be financially responsible for the cost of any medical treatment for healthcare services provided to any inmate prior to the inmate's commitment into the custody of the County. Furthermore, Company is not financially responsible for the cost of services outside the JAIL for any medical treatment or healthcare services provided to medically stabilize any inmate presented at booking by an agency, other than the County, with a life threatening injury or illness or in immediate need of emergency medical care.

Once it has been determined by Company's intake medical personnel that the inmate has been medically stabilized, and accepted by County JAIL personnel into the custody of the County, Company will, commencing at that point, then become financially responsible for the cost of all medical treatment for healthcare services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the JAIL. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization, and when any and/or all applicable medical clearances have been provided to the County JAIL personnel, so that the inmate can reasonably be housed inside the JAIL.

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

- 1.5. Inmates Outside the Facility. The healthcare services contracted in the Agreement are intended only for those inmates in the actual physical custody of the County. This does not include inmates who are under guard in Jails or prisons outside the County. Such inmates are not to be included in the daily population count. No such person(s), including those who are in any outside hospitals who are not under guard, shall be the financial responsibility of Company with respect to the payment or the furnishing of their healthcare services.

The cost of medical services provided to inmates who become ill or are injured while on such temporary release, work release, or escape status will not be the responsibility of Company. However, inmates on work detail who are supervised by county personnel

and become injured will be the responsibility of Company as long as they are returned to the facility to be treated by Company personnel or are referred to the hospital by Company personnel. These inmates must be part of the daily census count.

Persons in the physical custody of other public safety or other law enforcement/penal jurisdictions at the request of County are likewise excluded from the population count and are not the responsibility of Company for the furnishing or payment of healthcare services.

- 1.6. Elective Medical Care. Company is not responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of this Agreement, "elective medical care" means medical care that is not medically urgent, nor threatens life or limb if withheld, nor causes the inmate's health to deteriorate or causes permanent harm to the inmate's well-being. County must review any referral of inmates for elective medical care prior to provision of such services.
- 1.7. Transportation Services. To the extent any inmate requires off-site non-emergency healthcare treatment including, but not limited to, hospitalization care and specialty services, for which care and services Company is obligated to pay under this Agreement, the County will, upon prior request by Company, its agents, employees or contractors, provide transportation, as reasonably available, provided that such transportation is scheduled in advance. Company shall arrange all emergency ambulance transportation of inmates in accordance with Section 1.3 of this Agreement.

## **ARTICLE II: PERSONNEL**

- 2.1. Staffing. Company shall provide medical and support personnel reasonably necessary for the rendering of healthcare services to inmates at the JAIL, as identified on Exhibit A, which is attached hereto.
- 2.2. Licensure, Certification and Registration of Personnel. All personnel provided or made available by Company to render services hereunder shall be licensed, certified or registered in their respective area of expertise, as required by applicable Texas law.
- 2.3. Use of County Personnel and Inmates in the Provision of Healthcare Services. County personnel and/or inmates shall not be employed or otherwise engaged by either Company or County in the direct rendering of any healthcare services.
- 2.4. Subcontracting and Delegation. In order to discharge its obligations hereunder, Company will engage certain healthcare professionals as independent contractors rather than employees. County consents to such subcontracting or delegation. As the relationship between Company and these healthcare professionals will be that of independent contractor, Company will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals.



Company will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, Company shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement.

- 2.5. Discrimination. During the performance of this Agreement, Company, its employees, agents, subcontractors, and assignees agree as follows:
- a. None will discriminate against any employee or applicant for employment because of race, religion, color, 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 contractor.
  - b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.

### **ARTICLE III: REPORTS AND RECORDS**

- 3.1. Medical Records. Company shall cause and maintain complete and accurate medical records for each inmate who has received healthcare services. Each medical record will be maintained in accordance with applicable laws and the County policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical records shall be available at all times to County as custodian of the person of the patient. Company shall implement ERMA<sup>®</sup>, its electronic record management application, in accordance with a timeframe mutually agreed upon by Company and County. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, Company shall comply with Texas law with regard to access by inmates and County personnel to medical records. No information contained in the medical records shall be released by Company, except as provided by County Sheriff's Office policy, by a court order, or otherwise in accordance with the applicable law. Company shall, at its own cost, provide all medical personnel necessary to maintain the medical records. At the termination of this Agreement, the medical records shall be delivered to, and remain with, the County. However, County shall provide Company with reasonable ongoing access to all pertinent medical records even after the termination of this Agreement for the purposes of defending or investigating litigation.
- 3.2. Regular Report by Company to County. Company shall provide to County, on a date and in a form mutually acceptable to Company and County, reports relating to services rendered under this Agreement.

- 3.3. Inmate Information. Subject to the applicable Texas law, in order to assist Company in providing medically appropriate healthcare services to inmates, County will provide Company with information pertaining to inmates that Company and County mutually identify as reasonable and necessary for Company to adequately perform its obligations hereunder.
- 3.4. Company Records Available to County with Limitations on Disclosure. Company shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of healthcare services to inmates hereunder. County understands that written operating policies and procedures employed by Company in the performance of its obligations hereunder are propriety in nature and will remain the property of Company, as well as fiscal matters, and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied, or otherwise utilized by County, except in connection with the delivery of healthcare services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by Company. Propriety information developed by Company shall remain the property of Company. The parties acknowledge and agree that no provision set forth herein this Agreement is intended to waive or permit the breach of protections provided under federal or Texas state laws pertaining to peer review, attorney-client privilege, and other similar protections.
- 3.5. County Records Available to Company with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County will provide Company, at Company's request, County's records relating to the provision of healthcare services to inmates as may be reasonably requested by Company or as are pertinent to the investigation or defense of any claim related to Company's conduct. Consistent with applicable law, County will make available to Company such inmate medical records as are maintained by County, hospitals and other outside healthcare providers involved in the care or treatment of inmates (to the extent County has any control over those records) as Company may reasonably request. Any such information shall be kept confidential by Company and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the Sheriff.

#### **ARTICLE IV: SECURITY**

- 4.1. General. Company and County understand that adequate security services are essential and necessary for the safety of the agents, employees, and subcontractors of Company as well as for the security of inmates and JAIL personnel, consistent with the correctional setting. The County's JAIL personnel will take all reasonable steps to provide sufficient security to enable Company to safely and adequately provide the healthcare services described in this Agreement. It is expressly understood by the County and Company that the provision of security and safety for the Company

personnel is a continuing precondition of Company's obligation to provide its services in a routine, timely, and proper fashion. This provision, however, shall not be considered, and shall not be construed, to be a waiver of any defense, including sovereign or official immunity, to any claim against County by an inmate, employee of Company or any other person in anyway whatsoever.

- 4.2. Security During Transportation Off-Site. County, by and through the County's Sheriff's Office, will provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the JAIL and any other location for off-site services as contemplated herein.

#### **ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**

- 5.1. General. County agrees to provide Company with reasonable and adequate office and medical space, facilities, telephone equipment with dedicated line in the medical area, copy machine in the medical area for use by medical staff, facsimile machine with dedicated line in the medical area, and secured high-speed/DSL internet access for the sole and exclusive use by medical staff. County will pay for the utilities (gas, electric, water, phone lines, internet access, etc.). County will provide for the necessary medical equipment and furniture required to perform the healthcare services, as described herein. Further, County will provide necessary maintenance and housekeeping of the office space and facilities.

Company will provide all office and medical supplies required for inmate healthcare. Company will provide for medical records.

- 5.2. Delivery of Possession. County will provide to Company, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the JAIL's health care unit. At the termination of this or any subsequent Agreement, Company will return to County JAIL possession and control of all supplies, medical and office equipment in working order, reasonable wear and tear accepted, which were in place at the JAIL's healthcare unit prior to the commencement of services under this Agreement. Any such return will require written confirmation, executed by the Division Commander of the JAIL, for proper acceptance. At the commencement of service by Company an inventory of all supplies, medical and office equipment as described herein will be completed in writing by County personnel. This inventory will be reviewed and approved in writing by the authorized agent of the County as well as the Company.

#### **ARTICLE VI: TERM AND TERMINATION OF AGREEMENT**

- 6.1. Initial Term. This Agreement will be effective as of 12:00 A.M. on \_\_\_\_\_ 1, 2013 and end as of 11:59 P.M. on March 31, 2014 for an initial term of one (1) year. This Agreement is renewable under like terms for additional \_\_\_\_\_ ( ) consecutive years,

subject to negotiation of mutually agreed-upon compensation adjustments, unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-existing term.

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

- a. In the event that each of the parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
- b. This Agreement may be canceled, without cause, by either party upon ninety (90) days prior written notice in accordance with Section 9.3 of this Agreement.
- c. County may terminate the contract resulting from this solicitation at any time Company fails to carry out material contract provisions if, in the reasonable opinion of the Sheriff, the performance of such provisions is unreasonably delayed or Company, with notice of any conditions which are endangering performance and if, after such notice, fails to remedy such conditions within thirty (30) calendar days. County may, in writing, terminate the contract upon an additional thirty (30) days written notice.

6.3. Responsibility for Inmate Healthcare. Upon termination of this Agreement, all responsibility for providing healthcare services to all inmates, including inmates receiving healthcare services at sites outside the Jail will be transferred from Company to County.

## **ARTICLE VII: COMPENSATION**

7.1. Base Compensation. County will pay Company an annual base compensation of \$1,195,725.00, payable in 12 equal monthly installments ("Base Compensation").

The Base Compensation for any succeeding twelve (12) month period (after the first twelve (12) months of the Agreement) shall be increased by 3% (three percent) each renewal year.

The price in Section 7.1 above reflects the scope of services as outlined herein and the current community standard of care with regard to healthcare services. Should there be any change in or modification of inmate distribution, average ADP variance greater than 10% (ten percent), standard of care, scope of services, cost of goods or services, or available workforce pool, any statute, rule or regulation is passed, or any order issued or any statute or guideline adopted that results in material increase in costs, the increased costs related to such change of modification are not covered in this Agreement and will be negotiated with the County.

Company will invoice County during the month prior to the month of service. County agrees to pay Company by the 10<sup>th</sup> day of the month of service. In the event this Agreement should terminate on a date other than the end of a calendar month, compensation to Company will be prorated accordingly for the shortened month.

The County shall pay Company interest on all undisputed payments hereunder that are not paid when due. Interest shall accrue from the date the original payment was due at a rate of one percent (1%) per month until the payment is made in full. The County shall bear the costs of any legal or collection fees and expenses incurred by Company in attempting to enforce County's payment obligations hereunder.

- 7.2. Inmates from Other Jurisdictions. Medical care rendered within the Jail to inmates from jurisdictions outside County and housed in the JAIL pursuant to written contracts between County and such other jurisdictions, or the State of Texas, or by statute, will be the responsibility of Company, as limited by the Agreement. Medical care that cannot be rendered within the JAIL will be arranged by Company. Such inmates from other jurisdictions shall be included in the ADP census.
- 7.3. Cost Sharing. Contractor shall be responsible for managing all aspects of Off-Site and Pharmacy Costs, and shall furthermore be responsible for the payment of all such costs, subject to the cost-sharing adjustments set forth in the paragraph immediately below.

With respect to the costs associated with all pharmaceuticals, off-site care and services (collectively "Off-Site and Pharmacy Costs"), Company shall be financially responsible for all Off-Site and Pharmacy Costs incurred up to \$335,000.00 (in the aggregate) per contract year (\_\_\_\_\_ through \_\_\_\_\_), subject to the following cost sharing provisions. In the event less than \$335,000.00 in Off-Site and Pharmacy Costs are incurred (in the aggregate) during any contract year by Company, Company shall refund to the County 100% (one hundred percent) of such unspent dollars below \$335,000.00. In the event more than \$335,000.00, but less than \$385,000.00 in aggregate Off-Site and Pharmacy Costs are incurred during any contract year by Company, then County shall reimburse to Company 50% (fifty percent) of such overage costs. Notwithstanding such cost sharing of Off-Site and Pharmacy Costs, County shall be fully financially responsible for all Off-Site and Pharmacy Costs incurred by Company greater than \$385,000.00 for any given contract year and shall reimburse Company 100% (one hundred percent) of all such costs greater than \$385,000.00.

On a monthly basis immediately following the end of each quarter during any contract year, Company and County will calculate the cost-sharing adjustment (if any) on a quarterly prorated basis, and the appropriate party shall pay or credit, as applicable, the other party such cost-sharing adjustment within 30 (thirty) days of such reconciliation. In the event this Agreement terminates on a date other than the first or last day of any calendar month, any cost-sharing adjustment will be prorated accordingly for the shortened month.

**ARTICLE VIII: LIABILITY AND RISK MANAGEMENT**

- 8.1. Insurance. At all times during the Agreement, Company shall maintain professional liability insurance covering Company for its work at County, its employees and its officers in the minimum amount of at least \$1,000,000 per claim and \$3,000,000 in the aggregate. In the event that coverage changes, Company will notify County in writing. Company will also notify County, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with the County. Company shall make available a Certificate of Insurance evidencing the above policy levels and shall name County as an additional insured.
  
- 8.2. Indemnification. Company shall indemnify, defend and hold County harmless from and against any and all claims against County based on Company's performance of its obligations hereunder; provided, however, that Company will not be responsible for any claim arising out of the County's or its employees or agents actions, inactions, or omissions. County shall defend, and hold Company harmless from and against any and all claims against Company arising out of the performance by County, its employees, agents, officers, or contractors in connection with County's obligations hereunder or other conduct. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against county by an inmate, employee of Company or any other person in any way whatsoever.

**ARTICLE IX: MISCELLANEOUS**

- 9.1. Independent Contractor Status. The parties acknowledge that Company is an independent contractor engaged to provide medical care to inmates at the JAIL under the direction of Company management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer-employee relationship, or a joint venture relationship between the parties.
  
- 9.2. Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to the person at any other address as may be designated in writing by the parties:

(a) County: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Company: Correct Care Solutions, LLC  
Attention: Patrick Cummiskey  
1283 Murfreesboro Road, Suite 500  
Nashville, TN 37217

Notices shall be effective upon receipt regardless of the form used.

- 9.3. Entire Agreement. This Agreement, along with Request for Proposal #2013-P02 (the "RFP") and Company's response to the RFP, dated February 8, 2013, constitute the entire Agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. In the event there is a conflict between the terms and conditions of those documents and this Agreement, the order of priority of such documents is as follows: (1) this Agreement; (2) Company's response; and (3) the RFP. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.
- 9.4. Amendment. This Agreement may be amended or revised only in writing and signed by all parties.
- 9.5. 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 constructed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 9.6. Other Contracts and Third-Party Beneficiaries. The parties acknowledge that Company is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their expressed intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.
- 9.7. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- 9.8. Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver, or obtain and deliver, all instruments and documents and shall do or cause to be done all such other things which either party may reasonable require to effectuate the provisions and intentions of this Agreement.

- 9.9. Medicaid Inpatient Reimbursement. The parties acknowledge and agree that Company shall not be deemed to be an insurance company or other federally defined "payor", notwithstanding any provision set forth herein this Agreement.
- 9.10. Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.
- 9.11. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. If inmate has some healthcare benefits, Aggregate Cap gets credited.
- 9.12. Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, by and through their duly authorized officers, the day, month and year given below.

**Hays County ("County")**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_

**Correct Care Solutions, LLC ("Company")**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_



**Exhibit A- Hays County Contract**

**Correct Care Solutions Staffing Plan**

Correct Care Solutions									
Hays County Jail								ADP:	325
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
<b>DAY SHIFT</b>									
Health Services Administrator (RN)	8	8	8	8	8			40.00	1.00
Physician*			4					4.00	0.10
Mid-level Provider(PA/NP)*	4				4			8.00	0.20
EMT (Intake)	16	8	16	8	16	8	8	80.00	2.00
LVN (12 hour shift)	8	8	8	8	8	8	8	56.00	1.40
Psychiatrist (via Telepsychiatry)			2					2.00	0.05
MHP (LPC)		6		6				12.00	0.30
<b>TOTAL HOURS/FTE-Day</b>								<b>202.00</b>	<b>5.05</b>
<b>EVENING SHIFT</b>									
EMT (Intake)	8	8	8	8	8	8	8	56.0	1.40
LVN (12 hour shift)	4	4	4	4	4	4	4	28.0	0.70
<b>TOTAL HOURS/FTE-Evening</b>								<b>84.0</b>	<b>2.10</b>
<b>NIGHT SHIFT</b>									
EMT (Intake)	8	8	8	8	8	8	8	56.0	1.40
<b>TOTAL HOURS/FTE-Night</b>								<b>56.0</b>	<b>1.40</b>
<b>TOTAL HOURS/FTE per week</b>								<b>342.00</b>	<b>8.55</b>

\*As appropriate, one hour of Physician time may be covered by 2 hours of Mid-Level time and vice-versa.