

HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (the "AGREEMENT") by and between the Pasco Sheriff's Office ("PSO"), and Correct Care Solutions, LLC ("CCS"), is entered into as of the 1st day of October 2016.

WITNESSETH:

WHEREAS, PSO is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates of the Pasco Sheriff's Office Detention Facility ("FACILITY") PSO desires to contract with a correctional healthcare services provider to furnish quality comprehensive healthcare services to such inmates; and

WHEREAS, CCS is in the business of providing correctional healthcare services under contract and desires to provide such services to the inmates of FACILITY for PSO 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 I: HEALTHCARE SERVICES

- 1.1. General Engagement. PSO hereby contracts with CCS to provide healthcare services to inmates of the FACILITY. This care is to be delivered to individuals under the custody and control of the PSO, and CCS enters into this AGREEMENT according to the terms and provisions herein. CCS agrees to provide such services.
- 1.2. Scope of General Services. The responsibility of CCS for the healthcare of an inmate commences with the commitment of an inmate to the custody of the PSO. CCS will provide healthcare services for all persons detained in the custody of the PSO. CCS will 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. Specialty Care Services. When non-emergency specialty care is required and cannot be rendered at the FACILITY, CCS will make arrangements with the PSO for the transportation of the inmates in accordance with Section 1.9 of this AGREEMENT. CCS will be financially responsible for all Specialty Care services (as such term is defined in Section 7.4) up to an aggregate cap per inmate as set forth in Article VII.

- 1.4. Hospitalization. CCS agrees to utilize PSO's hospital of choice, with which PSO has an existing relationship. PSO has negotiated inpatient services at Medicaid rates and other services at Medicare rates for inmates of the FACILITY, such rates being available for CCS as facilitator of healthcare services for inmates pursuant to this AGREEMENT. In the event the current rates change, CCS and PSO agree to negotiate adjustments in good faith.
- 1.5. Emergency Services. CCS will provide, at its own cost, emergency medical care, as medically necessary.
- 1.6. Injuries Incurred Prior to Incarceration; Pregnancy. CCS 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 PSO. Furthermore, CCS is not financially responsible for the cost of services outside the FACILITY for any medical treatment or healthcare services provided to medically stabilize any inmate presented at booking by an agency, other than the PSO, with a life threatening injury or illness or in immediate need of emergency medical care, unless the inmate has been turned over to the Pasco Sheriff's Office by another police or penal jurisdiction. In the event the inmate has been turned over to PSO but is yet not physically present in the FACILITY and requires health care services, CCS is responsible for payment of such health care services.

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

- 1.7. Inmates outside the Facility. The healthcare services contracted in the AGREEMENT are intended only for those inmates in the actual physical custody of the PSO or are the responsibility of PSO. This does not include inmates who are under guard in other facilities or prisons outside the COUNTY unless they are PSO's inmates being held there at the request of PSO for security reasons. PSO shall provide written notice to CCS of such inmates held in other facilities whose medical care is the responsibility of PSO, so such proper medical care can be provided by CCS. Such inmates will be included in the daily population count. No such person(s), including those who are in any outside hospitals who are not under guard, will be the financial responsibility of CCS 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 CCS. However, inmates on work detail who are supervised by PSO personnel and become injured will be the responsibility of CCS. These inmates must be part of the daily census count.

- 1.8. Elective Medical Care. CCS is not responsible for providing elective medical care to inmates, unless expressly contracted for by PSO. For purposes of the 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. PSO must review any referral of inmates for elective medical care prior to provision of such services.
- 1.9. 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 CCS is obligated to pay under this AGREEMENT, the PSO will, upon prior request by CCS, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. CCS will arrange all emergency ambulance transportation of inmates with Pasco County Fire Rescue in accordance with Section 1.3 of this AGREEMENT.

ARTICLE II: PERSONNEL

- 2.1. Staffing. CCS will provide medical and support personnel reasonably necessary for the rendering of healthcare services to inmates at the FACILITY, as identified on **Exhibit A** (the "Staffing Plan"), which is attached hereto. If the aggregate staffing for any given month falls below 95% (Ninety-Five Percent) of that reflected on the Staffing Plan, CCS will credit PSO a refund calculated on the number of hours unfilled by a certain position multiplied by that position's hourly rate offset by the number of any additional hours worked over the 100% threshold multiplied by that position's hourly rate. The staffing compensation adjustments described above will be determined in accordance with the automated FTE reports that CCS submits to PSO on a monthly basis, and such adjustments will not become effective until 60 (sixty) days after the commencement of the AGREEMENT or January 1, 2014, whichever date is later. CCS certifies that they have sufficient staffing FTE's to cover the current inmate housing areas and inmate medical housing.

The PSO will provide one (1) LPN to assist CCS with providing healthcare services to inmates at the FACILITY and will count towards the LPN's in the approved staffing plan. This individual will report directly to CCS's Health Care Administrator and will meet or exceed all qualifications of the Position Description required by CCS. This LPN will remain an employee of PSO and CCS will credit the monthly invoice to PSO for this individual's wages and benefits. Upon termination of employment by PSO of this LPN, CCS will be responsible for filling the position with its staff.

- 2.2. Licensure, Certification and Registration of Personnel. All personnel provided or made available by CCS to render services hereunder will be licensed, certified or registered, in their respective area of expertise as required by applicable Florida law.
- 2.3. PSO's Satisfaction with Healthcare Personnel. If the Sheriff or PSO Court Services Bureau Commanders become dissatisfied with any healthcare personnel provided by CCS hereunder, or by any independent contractor, subcontractor or assignee, CCS, in recognition of the sensitive nature of correctional services, will following receipt of written notice from the Sheriff or PSO Court Services Bureau Commanders of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved to the reasonable satisfaction of the Sheriff or PSO Court Services Bureau Commanders, CCS will remove or will cause any independent contractor, subcontractor, or assignee to remove the individual about who the Sheriff or Commanders have expressed dissatisfaction. Should removal of an individual become necessary, CCS will be allowed reasonable time to find an acceptable replacement, without penalty or any prejudice to the interests of CCS. CCS will provide appropriate coverage until a permanent replacement is found.
- 2.4. Use of PSO Personnel and Inmates in the Provision of Healthcare Services. COUNTY or PSO personnel and/or inmates will not be employed or otherwise engaged by either CCS or the PSO in the direct rendering of any healthcare services.
- 2.5. Subcontracting and Delegation. In order to discharge its obligations hereunder, CCS will engage certain healthcare professionals as independent contractors rather than employees. PSO consents to such subcontracting or delegation. As the relationship between CCS and these healthcare professionals will be that of independent contractor, CCS will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. CCS will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, CCS will exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this AGREEMENT. For each agent and subcontractor, including all medical professionals, physicians, dentists, and nurses performing duties as agents or independent contractor of CCS under this AGREEMENT, upon request, CCS will provide proof that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least \$1,000,000 (one million dollars) coverage per occurrence and \$3,000,000 (three million dollars) aggregate. Such coverage may be provided pursuant to a claims-made policy, provided appropriate tail policy coverage remains in place post-termination of this AGREEMENT.
- 2.6. Discrimination. During the performance of this AGREEMENT, CCS, 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 CCS.

- 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 will be deemed sufficient for the purpose of meeting the requirements of the section.

- 2.7. Training: CCS will provide training for new hires and annual staff training in coordination with the PSO. The total mandatory hours of training shall be 40 hours annually. New hires shall complete said training prior to any inmate contact. All training will be at CCS's expense.

Pursuant to PREA (Prison Rape Elimination Act) standard 115.31, CCS shall ensure all employees having contact with inmates are trained on topics outlined in this standard prior to any inmate contact. Employees shall be trained of their responsibilities under the PSO's policies and procedures regarding: sexual abuse and sexual harassment prevention, detection, and response. CCS shall generate documentation confirming employees understand the training they have received. All such documentation shall be sent to PSO and maintained by PSO.

Pursuant to the Federal Bureau of Investigations and the Florida Department of Law Enforcement, CCS shall comply with the Criminal Justice Information Services Security Policy. The policy requires that all employees receive CJIS Security Awareness Training/Testing every two years and requires all CCS employees be fingerprinted. PSO will fingerprint all CCS employees.

All CCS staff must adhere to PSO General Order 22.8 Uniform and Personal Appearance and PSO General Order 22.9 Smoke and Tobacco - Free Workplace. CCS shall have 90 days to ensure all employees comply with the said General Orders.

- 2.8. Accreditation: At CCS's expense, CCS will obtain and maintain accreditation as indicated by PSO from the National Commission on Correctional Health Care (NCCHC). CCS will comply with all medical standards outlined in the Florida Model Jail Standards (FMJS) and Florida Corrections Accreditation Commission (FCAC). CCS shall be responsible for maintaining documentation of accreditation. Files shall be open to inspection by PSO upon request and will be kept on site. In the event that PSO or CCS is notified by any regulatory or accrediting agency that there are deficiencies in the rendering of health care services pursuant to this Agreement that could lead to a revocation of accreditation, CCS shall immediately rectify the deficiency. If a deficiency is not immediately rectified, it shall constitute a material breach of this Agreement by CCS. Upon CCS's failure to rectify any such deficiency within a thirty (30) day period, the PSO may terminate this Agreement.

ARTICLE III: REPORTS AND RECORDS

- 3.1. Medical Records. CCS, using their current Electronic Health Record ("EHR") system, will maintain

complete and accurate medical records for each inmate who has received healthcare services. CCS will be financially responsible for any hardware, software, maintenance, upgrades, interfaces or costs associated with keeping the EHR system fully operational for use by CCS personnel. Each medical record will be maintained in accordance with applicable laws and the PSO policies and procedures. The medical records will be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical records will be available at all times, to PSO as custodian of the patient. Medical records will be kept confidential. Subject to applicable law regarding confidentiality of such records, CCS will comply with Florida law and PSO policy with regard to access by inmates and FACILITY personnel to medical records. No information contained in the medical records will be released by CCS except as provided by PSO policy, by a court order, or otherwise in accordance with the applicable law. CCS will, at its own cost provide all medical personnel necessary to maintain the medical records. At the termination of this AGREEMENT, the medical records will be delivered to and remain with PSO. However, PSO will provide CCS with reasonable ongoing access to all pertinent medical records even after the termination of this AGREEMENT for the purposes of defending or investigating litigation. In the event PSO implements a new Jail Management computer system, CCS will not bear the cost for interface fees.

- 3.2. Regular Reports by CCS to the PSO. CCS will provide to the PSO, in a form mutually acceptable to CCS and the PSO, reports relating to services rendered under this AGREEMENT, to include the following:

Monthly Reports

- Inmate costs associated with off-site and specialty care.
- Third party reimbursement efforts for the preceding month.
- ER Medical Clearance Report: Statistics are to be captured and categorized as ER Trips Pre-Booking - Medical Clearance By Nurse. Report will include: Date of Medical Clearance; Day/Night Shift; Name of Nurse; Reason for Medical Clearance; ER Diagnosis; whether Medical Clearance lead to a hospital admission
- A list of the pharmaceutical products dispensed to patients at Pasco County.

Annual Reports (at the end of each Fiscal Year)

- Detailed statement of total expenditures for the preceding year to include:
 - Inmate Medical Expenditures, including
 - Hospitalizations
 - ER Visits
 - Hospitalization Visits (Other than ER Visits)
 - All Outside Appointments (Wound Care, Specialty Care, etc.)
 - Medical Supplies
 - Average hourly rate by job classification/position for Pasco County

- 3.3. Inmate Information. Subject to the applicable Florida law, in order to assist CCS in providing medically appropriate healthcare services to inmates, the PSO will provide CCS with information pertaining to inmates that CCS and the PSO mutually identify as reasonable and necessary for CCS

to adequately perform its obligations hereunder.

- 3.4. CCS Records Available to the PSO with Limitations on Disclosure. CCS will make available to the PSO, at the PSO's request, records, documents and other papers relating to the direct delivery of healthcare services to inmates hereunder. The PSO understands that written operating policies and procedures employed by CCS in the performance of its obligations hereunder are propriety in nature and will remain the property of CCS and will not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the PSO, 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 CCS. Propriety information developed by CCS will remain the property of CCS. 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 Florida state laws pertaining to peer review, attorney-client privilege, and other similar protections. In the event CCS should assert any proprietary or confidential status to any of its systems, methods, procedures or written materials and other controls employed by CCS in the performance of its obligations pursuant to this AGREEMENT, then CCS shall assert such claim on its own, and shall defend and hold harmless PSO, the Sheriff, the Sheriff's employees, officers, appointees and agents against all liabilities for CCS's assertion of its rights with regard to the release of records.
- 3.5. PSO Records Available to CCS with Limitations on Disclosure. During the term of this AGREEMENT and for a reasonable time thereafter, the PSO will provide CCS at CCS's request, the PSO's records relating to the provision of healthcare services to inmates as may be reasonably requested by CCS or as are pertinent to the investigation or defense of any claim related to CCS's conduct. Consistent with applicable law, the PSO will make available to CCS such inmate medical records as are maintained by the PSO, hospitals and other outside healthcare providers involved in the care or treatment of inmates (to the extent the PSO has any control over those records) as CCS may reasonably request. Any such information will be kept confidential by CCS and will not, except as may be required by law, be distributed to any third party without the prior written approval of the Sheriff.
- 3.6. Public Record Law. CCS acknowledges that it is familiar with the provisions of the Public Records Laws of Florida. CCS agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701. CCS agrees to keep and maintain public records that would be required by PSO in order to perform the services provided for in this AGREEMENT; CCS agrees to provide public access to any required public records in the same manner as a public agency; CCS agrees to protect exempt or confidential records from disclosure; CCS agrees to meet public records' retention requirements; and CCS agrees that at the end of term of this AGREEMENT, to transfer all public records to PSO and destroy any duplicate exempt or confidential public records.

CCS MUST CONTACT THE PASCO SHERIFF'S OFFICE PUBLIC RECORDS CUSTODIAN WITH ANY QUESTIONS REGARDING CCS'S

DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. THE PASCO SHERIFF'S OFFICE PUBLIC RECORDS CUSTODIAN CONTACT INFORMATION FOR THIS CONTRACT IS:

**LT JAMES ROLLSTON
PASCO SHERIFF'S OFFICE,
20101 CENTRAL BLVD,
LAND O'LAKES, FL 34637
813-235-6002
jrollston@pascosheriff.org**

ARTICLE IV: SECURITY

- 4.1. General. CCS and the PSO understand adequate security services are essential and necessary for the safety of the agents, employees, and subcontractors of CCS as well as for the security of inmates and FACILITY personnel, consistent with the correctional setting. The FACILITY's personnel will take all reasonable steps to provide sufficient security to enable CCS to safely and adequately provide the healthcare services described in this AGREEMENT. It is expressly understood by PSO and CCS that the provision of security and safety for CCS personnel is a continuing precondition of CCS's obligation to provide its services in a routine, timely, and proper fashion. This provision, however, will not be considered to and will not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against PSO by an inmate, employee of CCS or any other person in any way whatsoever.
- 4.2. Security during Transportation Off-Site. The PSO will provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the FACILITY and any other location for off-site services as contemplated herein.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

- 5.1. General. The PSO agrees to provide CCS 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. The PSO will provide utilities (gas, electric, water, phone lines, internet access, etc.). All existing office, medical and dental equipment will remain in place for use by CCS. CCS will be responsible for any replacement of office furniture. CCS will be responsible for maintenance and replacement of medical equipment at the FACILITY with the exception of AED apparatus and medical imaging equipment (x-ray) for either medical or dental services. The PSO will provide necessary maintenance and housekeeping of the office and medical space. CCS will provide all office and medical supplies required for inmate healthcare.
- 5.2. Delivery of Possession. At the termination of this or any subsequent AGREEMENT, CCS will

return to the PSO possession and control all medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the FACILITY's healthcare unit prior to the commencement of services. Any such return will require written confirmation, executed by the Sheriff, for proper acceptance.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

- 6.1. **Term.** This AGREEMENT shall be effective as of 12:00 A.M. on October 1, 2016 and end as of 11:59 P.M. on September 30, 2019 for a term of three (3) years.
- 6.2. **Termination.** This AGREEMENT may be terminated as otherwise provided in this AGREEMENT or as follows:
 - a. Termination by CCS without cause before expiration of the Term. In the event CCS decides to terminate the AGREEMENT for any reason other than material breach of AGREEMENT by PSO, CCS agrees to pay PSO, as expectation damages, the sum of \$100,000 (One Hundred Thousand Dollars and No Cents) within 60 days of the date of termination.
 - b. Termination by Cancellation. This AGREEMENT may be cancelled, without cause, by PSO upon ninety (90) days' written notice in accordance with Section 9.2 of this AGREEMENT.
- 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 FACILITY will be transferred from CCS to PSO

ARTICLE VII: COMPENSATION

- 7.1. **Inmate Population.** The average daily inmate population (ADP) shall be based upon the count taken at 11:00 p.m. each day. The ADP counts are added for each day of the month and divided by the number of days in the month to determine the on-site average monthly inmate population. Any PSO inmates being housed in other jurisdictions will then be added to the on-site total to create a contracted monthly inmate population.
- 7.2. **Base Compensation & Per Diem Compensation.** In the first twelve-month term, PSO will pay CCS \$5,430,377.92 (Five Million Four Hundred Thirty Thousand Three Hundred Seventy-Seven Dollars and Ninety-Two Cents) payable in 12 (twelve) equal monthly installments, unless there is an adjustment for ADP below 1375.

This compensation level assumes a maximum inmate population of 1625 inmates. The excess, if any, over the inmate population cap of 1625 will be multiplied by the per diem rate and the number of days in the month to arrive at the increase in compensation payable to CCS for the month. PSO agrees to compensate CCS \$2.66 (Two Dollars and Sixty-Six Cents) per inmate per day when the ADP exceeds 1625 individuals for any given month. Should the sustained ADP fall

below 1375 inmates, CCS agrees to compensate PSO in the form of an invoice credit of \$2.66 (Two Dollars and Sixty-Six Cents) per inmate per day for the month.

The per diem set forth above are intended to cover additional costs in those instances where minor, short term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate population grows to an average monthly population greater than 1625 per day and if the population increase is sustained for a two (2) month period. In such case, the parties agree to negotiate additional staffing complement and associated compensation in order to continue to provide services to the increased number of inmates and maintain the quality of care consistent with this AGREEMENT.

The Base Compensation and Per Diem Compensation, as set forth in Section 7.2, paid to CCS for any succeeding twelve (12) month period (after the first twelve (12) months of the AGREEMENT), will be increased by the average percentage increase of the previous year (March to February) of the Consumer Price Index for Wage Earners (CPI-W), Medical Care Component (MCC) for the southern region of the United States, but in no event will the percentage adjustment for any succeeding twelve (12) months be less than 2.5% (Two and a Half Percent) of the compensation for the current twelve (12) month term or greater than 5.0% (Five Percent). The resultant percentage increase will be multiplied by the Annual Base Compensation and Per Diem Compensation to determine the subsequent annual Base Compensation and Per Diem Compensation for the succeeding twelve (12) month period. This CPI-W adjustment will be reflected in the billing for any contract renewal period.

The price in Section 7.2 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, 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 PSO.

CCS will invoice PSO on the first day of the month of service. PSO agrees to pay CCS for each month on a 30-day net basis. In the event this AGREEMENT should terminate on a date other than contracted end date, compensation to CCS will be prorated accordingly.

PSO will pay CCS interest on all undisputed payments hereunder that are not paid when due. Interest will 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. PSO will bear the costs of any legal or collection fees and expenses incurred by CCS in attempting to enforce PSO payment obligations hereunder.

- 7.3. Inmates from Other Jurisdictions. Medical care rendered within the FACILITY to inmates from jurisdictions outside COUNTY, and housed in the FACILITY pursuant to written contracts between

PSO and such other jurisdictions or the State of Florida, or by statute will be the responsibility of CCS, as limited by the AGREEMENT. Medical care that cannot be rendered within the FACILITY will be arranged by CCS. Such inmates from other jurisdictions will be included in the ADP census. CCS will forward all bills for offsite healthcare and program support services provided to other jurisdictions housing inmates in the FACILITY.

- 7.4. Expenses for Specialty Care. CCS will be responsible for payment of costs and expenses associated with the provision of Specialty Care services for inmates up to a catastrophic limit per inmate per incarceration of \$50,000 (Fifty Thousand Dollars and No Cents) (the "Cap"). PSO will be financially responsible for any expenses associated with Specialty Care services exceeding the Cap for any inmate in any given incarceration. Specialty Care services are defined to include all services performed off-site, including, but not limited to, emergency room and hospital services, out-patient care, ambulance services, non-emergency transportation, forensic testing and samples, dialysis treatment whether administered offsite or at the FACILITY, any therapy for patients with hemophilia including blood factor treatment, off-site labs and radiology, out-patient physician consultations, and specialist fees. Any specialty services currently not being completed on-site that PSO and CCS mutually agree to bring on-site will also be applied to the Cap.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

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

ARTICLE IX: MISCELLANEOUS

- 9.1. Independent Contractor Status. The parties acknowledge that CCS is an independent

contractor engaged to provide healthcare services to inmates at the FACILITY under the direction of CCS management. Nothing in this AGREEMENT is intended nor will 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 will be in writing and will 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: Pasco Sheriff's Office
Attention: Chris Nocco,
8700 Citizen Drive
New Port Richey, FL 34654

(b) CCS: Correct Care Solutions, LLC
Attention: Chris Bove
1283 Murfreesboro Road, Suite 500
Nashville, TN 37217 And

Correct Care Solutions, LLC
Attention: General Counsel
1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

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

9.3. Entire Agreement. This AGREEMENT, along with Request for Quote 1-2013 (the "RFQ") and CCS's Technical Proposal to the RFQ, dated May 2, 2013, 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. 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) CCS's Technical Proposal; and (3) the RFQ. No modifications or amendment to this AGREEMENT will 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 will 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. With the exception of the contract between PSO and hospital referenced in Section 1.4, the parties acknowledge that CCS is neither bound by nor aware of any other existing contracts to which PSO is a party and which relate to the providing of healthcare services to inmates at the FACILITY. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that 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 will not affect the remainder of the AGREEMENT which will 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 will, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and will 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 Inmate Inpatient Reimbursement. The parties acknowledge and agree that CCS will not be deemed to be an insurance company or other federally defined "payer", notwithstanding any provision set forth herein.
- 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 will be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.
- 9.12. Cumulative Powers. Except as expressly limited by the terms of this AGREEMENT, all rights, power and privileges conferred hereunder will be cumulative and not restrictive of those provided at law or in equity.
- 9.13. Venue. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Pasco County, Florida. In the event of a dispute, each party is responsible for their own attorney's fees.
- 9.14. Sovereign Immunity. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the PSO under Section 768.28, Florida Statutes.

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

PASCO SHERIFF'S OFFICE

By: 
Title: Pasco County Sheriff
Print Name: Chris Nocco
Date:


CORRECT CARE SOLUTIONS, LLC
By:
Title: *president*
Print Name: Chris Bove
Date: *11/16/16*