SUBJECT: PIGGYBACK COUNTY OF BROWARD RFP#13C-112-2 FOR CORRECTIONAL HEALTH SERVICES

BID #: PSC-0537-17 **OPEN DATE: N/A**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: FIVE (5) YEAR TERM FROM NOVEMBER 1, 2017 THROUGH OCTOBER 31, 2022

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: PIGGYBACK COUNTY OF BROWARD RFP#13C-112-2

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback RFP#13C-112-2 between the County of Broward and Armor Correctional Health Services, Inc. to utilize Correctional Health Services for the Department of Corrections. The period of service is from November 1, 2017 through October 31, 2022 in the amount of $65,000,000.00. The not to exceed expenditure amount in FY-18 is $12,000,000.00, $12,500,000.00 in FY-19, $13,000,000.00 in FY-20, $13,500,000.00 in FY-21 and $14,000,000.00 in FY-22.

Funding for this award will be encumbered by account SHCO011HS-03410, to be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Risk Approval; Contract Agreement

ANALYST: _____ STEVEN BURAKOWSKI **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Bill Clement, Chief of Budget & Management Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA #5844
Chief of Budget and Administration

From: Tammy Morris
Director of Corrections 5839

Subject: Award Request – Piggyback Broward County Correctional Health Services (13C-112-2)

Date: July 11, 2017

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure Correctional Health Services for the Department of Corrections. We request authorization to utilize the Broward County Correctional Health Services Solicitation #13C-112-2, which was competitively procured and awarded to Armor Correctional Health Services, Inc. The contract is an active contract between Broward County and the vendor. We are requesting the award between the City of Jacksonville Sheriff's Office and Armor Correctional Health Services, Inc., for a term of five (5) years from November 1, 2017, through October 31, 2022, for a total not to exceed expenditure amount for the period of $65,000.000.00. The funding source is SHCO011HS - 03410.

Fiscal Year	Yearly Amount
FY2018	$ 12,000,000.00
FY2019	$ 12,500,000.00
FY2020	$ 13,000,000.00
FY2021	$ 13,500,000.00
FY2022	$ 14,000,000.00
Total	$ 65,000,000.00

Piggybacking on the contract will enable the Jacksonville's Sheriff's Office to obtain Correctional Health Services. We are requesting authorization for the contract to be executed by the Mayor's office.

Please let me know if you require any additional information. Thank you for your assistance.

APPROVED
By Ann Willis at 12:18 pm, Jul 03, 2017

EXHIBIT E
INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT F
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability $1,000,000 per Claim and Aggregate

(Including Medical Malpractice when applicable) $3,000,000 Aggregate

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a five year reporting option beyond the annual expiration date of the policy.

Cyber Liability & Data Storage $1,000,000 per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

Pollution Liability $1,000,000 per Loss
$3,000,000 Annual Aggregate

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation and disposal.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2026 , Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Contract and Exhibit E & F to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

DATE: February 12, 2014 14M-018

MEMO TO: William MacDonald, Director, Bureau of Finance & Budget
Victor Marrero, Director, Risk Management
Neesa Warlen, Director, Purchasing Administration

FROM: Terrence Lynch, Senior Assistant General Counsel
Office of the General Counsel

SUBJECT: Armor Correctional Health Services (13C-112)
Executed Agreement

Enclosed please find a copy of the agreement between the Broward Sheriff's Office and the following:

Agreement Summary

Party:	Armor Correctional Health Services
Purpose:	Delivery of health care services for Broward Sheriff's Office inmates.
Consideration:	Year One: Base Annual Compensation $25,100.00/Per Diem Rate: $6.08 Year Two: Year One Base Annual Compensation plus 3% or the CPI-U whichever is less. Year Three: Year Two Base Annual Compensation plus 3.5%, or CPI-U whichever is less.
Term:	February 1, 2014 – January 31, 2017
Approved by:	Lt. Col. Keith Neely, DOD

TL
Enclosures
cc: Colonel Gary Palmer, DOD
Colonel Tom Harrington, Dept. of Administration
Lt. Col. Keith Neely, DOD
Susan Graves, Administrative Assistant, Finance
Maritza Beckford, Purchasing

AGREEMENT
BETWEEN
THE BROWARD SHERIFF'S OFFICE
AND
ARMOR CORRECTIONAL HEALTH SERVICES, INC.

THIS AGREEMENT ("Agreement") is made and entered into by and between SCOTT J. ISRAEL, as Sheriff of Broward County, an independent constitutional officer of the State of Florida (hereinafter referred to as ("SHERIFF") and ARMOR CORRECTIONAL HEALTH SERVICES, INC., a Florida corporation (hereinafter referred to as ("CONTRACTOR"), this 11 day of Feb., 2014.

WITNESSETH:

WHEREAS, the SHERIFF is charged with the responsibility of administering, managing and supervising the health care delivery system of the Broward County Detention Facilities (hereinafter referred to as ("Department"); and

WHEREAS, the Department's Detention Facilities consist of four (4) facilities, to-wit: the Main Jail facility, the Paul Rein Detention Center, the Joseph V. Conte facility, and North Broward Bureau (hereinafter collectively the ("Facilities"); and

WHEREAS, the objective of the SHERIFF is to provide for the delivery of health care to inmates in accordance with applicable law; and

WHEREAS, CONTRACTOR is in the business of providing detention health care services and desires to provide such services for the SHERIFF under the terms and conditions of this Agreement.

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

ARTICLE I
DEFINITIONS

A. CONTRACTOR's REPRESENTATIVES

CONTRACTOR shall designate a Regional Vice President and two full-time Health Service Administrators, who will be its senior representatives, who have responsibility for the Broward County Detention Facilities, and who shall require CONTRACTOR to meet all Agreement requirements; shall institute and implement any and all corrective action to resolve areas of non-compliance or deficiencies; and shall facilitate any dispute resolution, and shall be responsible for all persons providing services under this Agreement.

B. SHERIFF'S INMATE HEALTH CARE MANAGER ("IHCM")

SHERIFF shall designate an Inmate Health Care Manager (IHCM) who will be its senior representative and who shall require CONTRACTOR to meet all contract requirements; monitor CONTRACTOR's compliance and any corrective action to resolve areas of non-compliance or deficiencies; recommend or assess liquidated damages based on non-compliance; and facilitate any dispute resolution.

C. DIRECTOR

Director shall mean SHERIFF's Executive Director (Colonel) or Director (Lt. Colonel) of the Department of Detention and Community Programs.

D. GOVERNING STANDARDS

Governing Standards shall mean the following standards: state and federal laws, the medically accepted community standards, the American Correctional Association ("ACA") Standards, the National Commission on Correctional Health Care ("NCCHC") Standards, the, the Florida Corrections Accreditation Commission ("FCAC"), the Florida Model Jail Standards (FMJS), Prison Rape Elimination Act (PREA) standards, and all other applicable standards.

E. INMATES

Inmates shall mean those individuals under the custody and control of the SHERIFF and shall include persons with the status of pre-arraignment detainee, post-arraignment detainee, and persons sentenced to and/or incarcerated at the Facilities. Inmates do not include those individuals in the work release or those individuals under the supervision of the Day Reporting and Reentry Center.

F. MEDICAL DIRECTOR

CONTRACTOR shall appoint a physician reasonably acceptable to SHERIFF to serve as Medical Director. The Medical Director shall monitor and supervise the performance of all clinical personnel performing services under this Agreement. The Medical Director shall plan, implement, direct and control all clinical aspects of the services rendered under this Agreement in connection with CONTRACTOR's utilization review system and Corporate Medical Officer. The Medical Director shall be familiar with ACA, FCAC, FMJS and NCCHC accreditation standards. The Medical Director shall also provide services as a physician under this Agreement.

G. SHERIFF

SHERIFF shall mean the Sheriff of Broward County and designated representatives

within the Broward Sheriff's Office. The Director shall provide and update a list of designated representatives to CONTRACTOR's Regional Vice President and/or Health Service Administrators. Designated representatives include, as a minimum, the Sheriff, the Colonel for the Department of Detention, and the Director of the Department of Detention

ARTICLE II
QUALIFICATIONS, LICENSES AND ACCREDITATION

A. QUALIFICATIONS

All of CONTRACTOR's services provided under this Agreement shall meet or exceed the Governing Standards.

B. LICENSES

CONTRACTOR warrants that it has all licenses necessary to render health care under this Agreement. CONTRACTOR further warrants that all of its employees, independent contractors, and subcontractors rendering services to the SHERIFF possess all licenses and certifications, necessary to render medical, dental, mental health, and pharmacy services under this Agreement. CONTRACTOR acknowledges that it will maintain all relevant permits and licenses required to perform the services required by the Agreement, including but not limited to, licenses and permits for radiology, pharmacy, and bio-hazardous waste disposal services.

C. ACCREDITATION

CONTRACTOR shall maintain its ACA, FCAC and NCCHC accreditations and meet all Florida Model Jail standards at each of the Facilities. Failure to maintain applicable accreditation standards due to deficiencies in CONTRACTOR'S performance, as determined by SHERIFF, shall result in liquidated damages as set forth in Article VII.

ARTICLE III
SCOPE OF SERVICES

A. GENERAL ENGAGEMENT

1. CONTRACTOR will provide:
   a. Medical screenings at all Facilities (subject to Article III. C. 2) 24 hours per day, 7 days per week;
   b. Comprehensive medical, mental health, dental, and related health care and administrative services for the Inmates, not including inmate mental health services and/or programs provided by SHERIFF;
   c. Medical screenings of Inmates upon arrival at the Facilities;

d. Comprehensive health appraisals of Inmates following admission to the Facilities;

e. Regularly scheduled sick call;

f. Nursing coverage;

g. Regular physician visits at each Facility;

h. Infirmary care;

i. Hospitalization;

j. Medical specialty services;

k. Emergency medical care;

l. Inmate worker clearances;

m. Detoxification;

n. Medical records management;

o. Pharmacy services;

p. Health education and training services;

q. A quality assurance program;

r. Administrative support services; and,

s. Other services, including those more specifically set forth in this Agreement.

CONTRACTOR will provide specialty services (*i.e.* radiology services, laboratory services, etc.) at each Facility when deemed appropriate by CONTRACTOR'S Medical Director. To the extent specialty care cannot be rendered on site (e.g., provision of methadone to pregnant inmates), CONTRACTOR will make appropriate arrangements for the provision of such care.

CONTRACTOR will provide emergency medical treatment to Inmates, and emergency care to visitors and SHERIFF's staff as necessary and appropriate on site. CONTRACTOR shall arrange for the admission of any Inmate, who in the opinion of the Medical Director requires hospitalization, and CONTRACTOR shall be responsible, subject to the limitations set forth in Articles VII, Section H, for all costs associated with hospitalization, all off-site and on-site specialty services, inclusive of diagnostic procedures, and emergency transportation services. CONTRACTOR shall be responsible for all costs related to Inmate health care services at each Facility and off-site, including, but not limited to: pharmaceutical/medical supplies; office equipment (including but not limited to computers, printers, photocopiers, and fax machines) and supplies to include forms, books, etc; ambulance services; personnel; required off-site emergent and non-emergent services (hospital, specialty services, dental, laboratory, radiology); prosthesis; sufficient copying equipment to support the Agreement; reimbursement for all long distance telephone charges incurred using SHERIFF's telephone extension; and medical biohazardous waste disposal. Specific sections in this Agreement shall be deemed appropriate standards and shall not be deemed or construed to establish the maximum type, level or amount of service CONTRACTOR will provide.

2. Physician services must be sufficient to meet the required needs of each Facility and to assure medical evaluation/follow-up within five (5) days of a routine, forty-eight (48) hours of an urgent (seventy-two (72) hours on weekends and holidays), or immediately for an emergent post nursing triage referral (including weekends and holidays). In addition, CONTRACTOR shall provide physician on-call services twenty-four (24) hours per day, seven (7) days per week, and CONTRACTOR's physicians shall provide for consultation and on-site services at each Facility, as necessary.

3. Except for mental health services and catastrophic limits which will be governed solely by the terms of this Agreement and Governing Standards, CONTRACTOR agrees to provide services in accordance with SHERIFF's RLI and Addendums for Inmate Health Care Services and CONTRACTOR's Proposal. In the event the explicit terms of this Agreement contradict or conflict with the terms of those documents, this Agreement shall control, subject to CONTRACTOR'S exceptions. In the event the RLI contradicts the Proposal, the terms of the RLI shall control.

B. ADMINISTRATIVE

1. *Periodic Reports*. CONTRACTOR shall submit such periodic reports to the SHERIFF's designee concerning and reflecting on the overall operation of the health care services program in general or on the health status in particular of the Inmates committed to the custody of the SHERIFF on a basis to be determined by mutual agreement of CONTRACTOR and the SHERIFF. CONTRACTOR shall fully cooperate with the SHERIFF to: (1) respond to reporting requests from SHERIFF's designee, accrediting bodies, governing authorities and/or any court for any reason whatsoever within a timely manner, understanding that the timeliness of such responses should not jeopardize patient care; and, (2) support compliance or monitoring of any provision or section of this Agreement, without any additional charge, fee or assessment to the SHERIFF. CONTRACTOR shall use best efforts, without jeopardizing patient care, to make a company representative available to attend court hearings.

2. *Annual and Quarterly Reports*. CONTRACTOR shall forward annual statistical reports to the SHERIFF in accordance with Governing Standards, upon request of SHERIFF's Designee CONTRACTOR shall provide SHERIFF's Contracts/Lease Manager with a quarterly report identifying all small disadvantaged business enterprise (SDBE) businesses by name, describing the nature of the business, and the expenditures received by that business.

3. *Monthly Report*. CONTRACTOR shall submit monthly statistical and narrative reports by the tenth (10th) day of each month to the Director and the SHERIFF's Designee Said monthly reports shall contain data for the previous month

including but not limited to the following:

a) Inmates' requests for various services;
b) Inmates seen at sick call;
c) Inmates seen by:
   i. Physician;
   ii. Dentist;
   iii. Psychiatrist;
   iv. Psychologist;
   v. Advanced registered nurse practitioner and/or physician assistants;
   vi. Other licensed mental health professionals;
d) Admissions:
   i. Infirmary, including patient days and average length of stay;
   ii. Mental health;
   iii. Off-site hospital;
e) Medical specialty consultation referrals;
f) Intake medical screenings;
g) Fourteen (14) day history and physical assessments;
h) Medical grievance summary;
i) Psychiatric evaluations (initial and follow-up);
j) Diagnostic studies;
k) Report of third party reimbursement, pursuit and recovery;
l) Percentage of inmate population:
   i. Dispensed psychotropic medication;
   ii. On prescription medication;
m) Inmates testing positive for:
   i. Venereal disease;
   ii. HIV/AIDS;
   iii. Tuberculosis;
n) Inmate mortality;
o) Number of hours worked by employed and contracted staff by providing access to Armor employees and agency daily roster reports;
p) Offsite Care (as defined in Article VII, subsection H., 1.) charges and payments for Offsite Care by CONTRACTOR;
q) Any reimbursements received by CONTRACTOR for Offsite Care incurred by CONTRACTOR; and
r) Any additional information requested by the Sheriff or designee to meet Governing Standards, in which case CONTRACTOR will provide such additional information within ten (10) business days.

4. *Daily Reports*. CONTRACTOR shall submit a narrative report to the SHERIFF's designee daily (Monday through Friday excluding weekends and holidays) capturing data for the prior 24 to 72 hours by no later than 11:00 a.m. that includes the following topics:

a) Transfers to off-site hospital emergency departments;
b) Communicable disease reporting;
c) Suicide data (i.e., attempts and precautions taken);
d) Status of inmates in local hospitals and infirmaries;
e) Daily Staffing Report of Armor employees and agency staff by name and title of person;
f) Submit completed medical grievance report;
g) A list of lost medical records;
h) Status report on 14 day health assessments; and
i) Inmates hospitalized in absentia.

5. *Monthly Medical Audit Committee ("MAC") Meetings*. CONTRACTOR shall meet monthly with the SHERIFF's designated representatives concerning existing health related procedures within the Facilities, and for the purpose of making changes, from time to time, of such procedures and other practices reasonably related thereto as CONTRACTOR and SHERIFF shall deem advisable. The IHCM or designee shall schedule the meeting. The parties shall exchange agendas at least seven (7) days prior to the meeting. SHERIFF's IHCM or designee will prepare minutes of the meetings which must be approved at the next monthly meeting. CONTRACTOR's Regional Vice President or Health Service Administrators or designee will attend segregation/classification meetings, and other interdisciplinary meetings necessary to maintain detention/medical teamwork.

6. *On-Call, Cellular*. CONTRACTOR shall provide the Medical Director, on-call physician, Director of Nurses, on-call psychiatrist, Regional Vice President and Health Service Administrators with twenty-four (24) hour, seven (7) day a week cell phone service. CONTRACTOR shall provide SHERIFF's IHCM with a monthly call out list and updates as they occur. These individuals must return any call within a reasonable amount of time, preferably within thirty (30) minutes. The on-call physician shall be available twenty-four (24) hours a day, seven (7) days a week and shall be notified of and respond in person, if necessary, to adverse medication reactions, deaths, when court-ordered, or when requested by SHERIFF's IHCM or designee. The on-call physician shall respond within the shorter of the medically appropriate time frame the time specified by the court, or within twenty-four (24) hours. CONTRACTOR's designee for Article III, B, 12 shall be available twenty-four (24) hours a day, seven (7) days a week accessible via cell phone.

7. *Written Job Descriptions*. Written job descriptions and post orders defining specific duties and responsibility for all assignments must be available at each site. Copies of staffing schedules encompassing all staff are to be posted by CONTRACTOR in designated areas and submitted to the SHERIFF's IHCM or designee on a weekly basis with written daily updates regarding changes.

8. *No Inmate Workers*. CONTRACTOR shall not utilize any Inmate workers to

provide any health care services, including record keeping.

9. *Court Appearances*. Information concerning any court or legal documents affecting Inmates and CONTRACTOR must be provided by emailing or faxing such documents to the SHERIFF's IHCM or designee within a reasonable amount of time, preferably within two (2) hours. CONTRACTOR shall email or fax information concerning any court appearances to the SHERIFF's IHCM or designee and to the Office of the General Counsel at their respective email addresses or fax numbers within a reasonable period of time after receipt of notice of the same, preferably within two (2) hours. CONTRACTOR shall use best efforts, without jeopardizing patient care, to make a company representative available to attend court hearings. Time spent by CONTRACTOR employees dealing with these court appearances shall count as service included in this Agreement. CONTRACTOR shall supply the SHERIFF's IHCM or designee and the Office of the General Counsel with any follow up reports and/or documentation requested by the Court or the Office of the General Counsel. CONTRACTOR will review and evaluate all court ordered medical, dental and mental health care and take appropriate action to address such medical, dental, and mental health care concerns brought to CONTRACTOR's attention by the Court, or take appropriate action to vacate or modify the court's order. CONTRACTOR will notify the IHCM and the Office of the General Counsel of the action taken on such court orders.

   CONTRACTOR shall also make available its own legal counsel to attend court hearings involving the medical care and treatment of inmates where appropriate. All costs associated with assistance of this type will be the responsibility of the CONTRACTOR.

10. *Policies and Procedures*. CONTRACTOR shall design and implement policies, procedures and protocols for services under this Agreement, subject to the approval of the Director or designee. The policy and procedure manual will be updated annually in accordance with Governing Standards as well as federal law and state statutes. Policies and procedures shall address medical, dental and mental health treatment, excluding any mental health services and/or programs provided by SHERIFF's office, and also include, at a minimum, policies for outside referrals, transportation, emergency care and disaster management. CONTRACTOR shall submit all policies and procedures to the SHERIFF's Correctional IHCM or designee. Upon request, CONTRACTOR will provide input on any of SHERIFF's policies, procedures or protocols.

11. *Civic Groups*. Upon mutual agreement of the SHERIFF and CONTRACTOR, CONTRACTOR shall discuss the services provided under this Agreement with local civic groups or visiting officials.

12. *Issue Resolution*. The SHERIFF, the Director, or their designees shall contact CONTRACTOR's Regional Vice President or Health Service Administrators in

the event administrative issues arise. In any matter designated urgent by the SHERIFF or his designees, CONTRACTOR shall address the SHERIFF's issues immediately. In any matter the SHERIFF designates as a non-urgent administrative matter, the CONTRACTOR shall respond within the time frame designated by the SHERIFF. Both parties shall work expeditiously to resolve issues between the parties, regardless of source.

13. *Records and Reports*. CONTRACTOR shall maintain such books, records and documents to reflect the expenditure of all funds under this Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall prepare and provide the SHERIFF with copies of the CONTRACTOR'S consolidated annual financial statement and such other reports relating to this Agreement as the SHERIFF may reasonably require during the period of this Agreement, at no cost to the SHERIFF. CONTRACTOR shall provide SHERIFF with sufficient documentation to enable SHERIFF to perform contract monitoring and to verify CONTRACTOR's performance in accordance with the terms of this Agreement.

14. *Access to Facilities and Records*. CONTRACTOR shall provide SHERIFF, the Director, the SHERIFF's designees with (a) access to all information in the Facilities and outside the Facilities as is reasonably necessary for the SHERIFF to perform contract monitoring, and (b) access to any financial books, documents, papers and records of CONTRACTOR as are related to this Agreement. The SHERIFF and his designees shall have access to all records of CONTRACTOR and to all documents as may be necessary for the SHERIFF's designee to perform monitoring under this Agreement.

15. *Facilities and Housekeeping*.

    a. The SHERIFF may prohibit entry to any Facility, or remove therefrom, any of CONTRACTOR's subcontractors, independent contractors or employees who do not perform their duties in a professional manner, who violate the security regulations and procedures of the SHERIFF, or who present a security risk or threat as determined in the sole discretion of the SHERIFF. The SHERIFF reserves the right to search any person, property or article entering or leaving any facility. CONTRACTOR's employees, independent contractors, and subcontractors, their desks, lockers, personal effects, and vehicles parked in the Department of Detention's premises are subject to search at any time.

    b. Upon notification by CONTRACTOR of a new employee, the SHERIFF shall provide CONTRACTOR's new employees, including per diem employees, with an orientation to the Facility and to security requirements prior to being allowed access to the facility.

    c. CONTRACTOR shall maintain and update the on-site medical library in

English at each Facility for use by the health care staff. The library shall include at a minimum the following materials: basic reference texts related to the diagnosis and treatment in primary care setting, a current medical dictionary, a pharmacology reference book, and a current Physician's Desk Reference book. At the expiration or termination of the Agreement, the library shall become the property of the SHERIFF.

d. CONTRACTOR's staff shall perform all housekeeping duties in the infirmary and clinic areas (with the exceptions of the floors, bathrooms, showers, and vents) unless otherwise provided in this Agreement. CONTRACTOR's staff shall leave conference rooms and other SHERIFF's common areas in good/same condition after use. SHERIFF will provide Inmate workers to clean and maintain floors, windows, walls, vents, and all bathroom and shower facilities and fixtures.

e. The SHERIFF shall provide food/dietary services to Inmates, maintain the premises and fixtures, and provide linens for the Inmates.

f. CONTRACTOR shall prepare inspection reports on the maintenance of each Facility's infirmaries and clinics on a quarterly basis. Copies of all inspection reports shall be provided to the Director and to the SHERIFF's designee.

g. At its expense, CONTRACTOR shall dispose of all medical biohazardous waste in accordance with applicable state and federal laws, local ordinances, and OSHA standards. CONTRACTOR shall comply with OSHA blood borne pathogens standards; required training; and record keeping for occupational exposures.

16. *Telephone Calls*. CONTRACTOR shall reimburse the SHERIFF for any toll or long distance charges.

17. *Staff Health Education*. CONTRACTOR will conduct an ongoing health education program for personnel of the SHERIFF at each Facility. This health care education program will include, at the SHERIFF's request, programs necessary to:

a. Maintain all certifications
b. Administration of first aid
c. Recognize the need for emergency care in life-threatening situations (e.g. heart attack)
d. Recognize acute manifestations of certain chronic illnesses (e.g. asthma, seizures), intoxication and withdrawal, and adverse reactions to medications
e. Recognize other chronic medical or disabling conditions
f. Recognize signs and symptoms of mental illness, suicide prevention, precautions and procedures with respect to infections and communicable

diseases (e.g. AIDS, MERSA, TB, etc.)

g. Appropriate referral of inmates to health professionals
h. Substance abuse
i. Respond to medical emergencies (e.g. cardiopulmonary resuscitation) or disaster
j. Medical biohazardous waste disposal procedures
k. All training required by Governing Standards and additional topics upon mutual agreement of the SHERIFF and CONTRACTOR.

The SHERIFF shall reimburse the CONTRACTOR for any non-CONTRACTOR personnel and costs incurred to provide such training (e.g. CPR dummies rental), provided such costs are pre-approved in writing by the Sheriff or designee.

18. *Inmate Health Education*. CONTRACTOR shall maintain, subject to the SHERIFF's approval, an inmate health education program to include literature and videos for placement throughout the Facilities, especially in special program areas and in program intensive housing units. Posters will be provided for health education on sexually transmitted diseases and substance abuse. Upon approval of SHERIFF, CONTRACTOR shall provide formal educational sessions to Inmates on topics including but not limited to: personal hygiene, nutrition, physical fitness, stress management, sexually transmitted diseases, chemical dependency, communicable diseases (e.g. tuberculosis (TB), Acquired Immune Deficiency Syndrome (AIDS), etc.), effects of smoking, hypertension/cardiac, epilepsy, diabetes, dermatology, rehabilitation, pregnancy, and education sessions identified in NCCHC standards.

19. *Inmate Services*. CONTRACTOR shall provide Inmates with a verbal (in a language understood by the Inmate) and written explanation of the procedures to access medical, dental, and mental health services. CONTRACTOR must review and update the medical section of the Inmate Handbook annually. The Inmate Handbook will be published and distributed by the SHERIFF. An electronic version of the Inmate Handbook is viewable on each unit-housing kiosk installed in each facility.

20. *Computer Security*. CONTRACTOR shall safeguard electronic communications to avoid corruption or infection of any SHERIFF's computer equipment, computer software, data files, or databases.

21. *Records and Documentation.* All manuals, policies and procedures, medical (health, mental health, and dental) records, statistical data, logs, and other records/documentation (whether written or other media form such as CD-ROMS, flash drives, or DVDs) developed, purchased or maintained by CONTRACTOR or SHERIFF or for one or more of SHERIFF's Facilities (excluding original proprietary records normally maintained by CONTRACTOR at its off-site corporate headquarters), are in the custody of the CONTRACTOR. SHERIFF or his designee may review such records at any time. A copy of medical records

must be provided to SHERIFF, the Director, SHERIFF's designees at any time, upon their written request. Upon expiration or termination of the Agreement, all records, regardless of the format in which they are maintained, shall be surrendered to SHERIFF. When surrendered, closed hardcopy records will be indexed and boxed in chronological order by Facility. SHERIFF will retain the CONTRACTOR's final monthly payment until all records are received by SHERIFF in accordance with this section.

22. *Media Requests*. If media requests are received, CONTRACTOR shall be responsible for responding to the media after coordinating its response with SHERIFF's Public Information Office.

23. *Property*. A list of SHERIFF owned equipment is attached hereto as Exhibit "A." CONTRACTOR shall maintain repair and/or replace all furniture and equipment whether such items are CONTRACTOR owned or leased or SHERIFF owned.

24. *Emergency Notification*. CONTRACTOR shall notify SHERIFF's designee of any Inmate hospitalizations, all unusual illnesses, all emergency care, all Inmate deaths, and all potential media concerns immediately.

C. INTAKE MEDICAL SCREENING

1. CONTRACTOR shall provide sufficient qualified staff to perform Inmate medical screenings based on structured inquiry and observation, twenty-four (24) hours a day, seven (7) days a week. CONTRACTOR shall medically screen each Inmate within five (5) hours of each Inmate's arrival at a Facility.

2. Booking at satellite facilities. SHERIFF presently operates one (1) off-site satellite booking facility. If SHERIFF obtains funding to operate additional off-site satellite booking facilities, SHERIFF will provide CONTRACTOR with forty-five (45) days notice that such off-site satellite booking facilities need to be staffed and the parties will execute an Amendment identifying the staffing, additional compensation, and the effective date of the Amendment.

3. Booking at Main Jail. On each shift, CONTRACTOR shall have no less than two (2) licensed practical nurses or EMT's on duty. At least one (1) must have certified/documented mental health training/experience to perform mental health and intake medical screenings, meeting, at a minimum, the requirements outlined in the Governing Standards that include but are not limited to:

   a) Behavior, including state of consciousness, mental status and stability, appearance, conduct, tremors, sweating;
   b) Notation of body deformities, trauma, markings, ease of movement;
   c) Condition of skin and body orifices, including rashes and infestations, jaundice, lesions and needle marks or other indications of drug abuse;
   d) Tuberculosis screening;

e) Recording of vital signs;
f) Documentation of chronic and current illnesses and health problems including communicable diseases as well as medical; mental and dental histories; current medications; substance abuse history; and, for females, a summary of gynecological problems and pregnancies; and
g) History of suicide attempts or suicidal ideations.
h) Screening for sexual assaultive behavior/past sexual victimization
i) Type of current insurance and name/policy # (if available), or any other sources of payment for medical costs.

4. Inmates must be medically cleared before they are sent to general population. Unconscious, seriously injured, or seriously ill patients shall be refused admittance into the jail facility and referred to the nearest hospital for medical treatment. If an Inmate requiring medical clearance from a hospital before admittance is subsequently returned to the jail, then upon the Inmate's return to the Facility, CONTRACTOR must medically assess the Inmate and review the hospital clearance authorization paperwork before accepting the inmate into the facility. CONTRACTOR shall maintain a medical clearance log of those Inmates who required medical clearance before booking. The log will be submitted monthly for review and discussion at the MAC meeting.

5. CONTRACTOR shall use its best efforts to have each inmate execute Releases of Information to enable CONTRACTOR to receive records from prior health care providers to ensure continuity of care. CONTRACTOR shall pull records from previous incarcerations in the Facilities and combine those medical records.

6. In accordance with Governing Standards and BSO policies, CONTRACTOR shall make arrangements at its expense for body cavity searches to be conducted by medical personnel other than CONTRACTOR's staff. A court order must be obtained by the Department of Detention authorizing the body cavity search.

D. HEALTH ASSESSMENT

1. Each Inmate shall be given a health assessment, including appropriate screening and testing by qualified health care personnel under the supervision of a licensed physician within fourteen (14) calendar days after admission to the jail system.

Example: Inmate Smith booked 12/01/13, needs History and Physical no later than 12/14/13. For calculation purposes, Day 1 is the day after booking date and the day the H & P is completed does not count as a penalty day.

Example: Inmate Jones booked on 12/01/13, H & P completed 12/20/13. H& P should have been completed on or before 12/15/13 (12/02/13 - 12/15/13). Therefore, penalty assessed for the period from 12/16/13 through and including 12/19/13, which is 4 days. The day the H & P is completed is not counted in the assessment of penalty days.

The health assessment shall be conducted in accordance with Governing Standards, shall be documented on a form approved by the SHERIFF, and shall include the following, at a minimum:

a) Review of intake screening forms;
b) Collection of additional data regarding complete medical, dental, psychiatric and immunization histories;
c) Appropriate laboratory and diagnostic tests to detect communicable diseases (e.g. venereal disease, chicken pox, etc.) if indicated, or upon Inmate request;
d) Tuberculosis screening (PPD test or chest x-ray);
e) Vital signs (height, weight, pulse, blood pressure, respirations, temperature);
f) Gynecological assessment for females;
g) Physical examination including comments about mental status and dental screening;
h) Assessment of mental health;
i) Initiation of therapy and immunizations when appropriate;
j) Pregnancy test for all females;
k) Other tests and examinations as appropriate; and
l) Review of medical records from other providers.

2. Inmates referred for treatment as a result of the health appraisal must be seen promptly by the appropriate health care professional (physician, mental health professional or dentist) unless the health care provider making the referral orders the Inmate to physician sick call on another day or an outside referral is needed, in which case the Inmate should be seen within a reasonable period of time.

E. PHARMACY

1. CONTRACTOR shall obtain all necessary pharmacy and DEA licenses to provide pharmaceutical services consistent with local, state and federal laws and all applicable Governing Standards. CONTRACTOR's pharmacy services shall be no less than a Type "B" Modified Class II Institutional Pharmacy under the control and supervision of a certified consultant pharmacist licensed in the State of Florida. The certified consultant pharmacist shall conduct quarterly pharmacy and therapeutic committee meetings. CONTRACTOR's initial formulary is attached as Exhibit "B". A report will be supplied to the SHERIFF or designee when substantial formulary changes are made by CONTRACTOR.

2. CONTRACTOR shall ensure that prescribed medications are provided to Inmates a) within a reasonable time of being written, unless otherwise specified by a prescriber, for non-STAT medications, and b) within four (4) hours of the order being given for STAT medication(s).

3. The Medical Director shall determine which medications shall be available on-site for emergencies or for when it is medically appropriate that a more immediate initial dose be provided. The CONTRACTOR shall keep sufficient supplies of medications on-hand to ensure that Inmates with HIV or AIDS receive their medications on a timely basis.

4. When Inmates who are taking prescription medications are released from custody, participate in conditional release programs (e.g., House of Hope) or leave on a writ, CONTRACTOR shall have available all dispensed prescriptions for the Inmate for no less than three (3) days dosage or the remainder of the medication, unless otherwise directed by the physician or released without reasonable advanced notice to provide such medications. The physician may require more than three (3) days of medication to be filled if it is clinically indicated, in CONTRACTOR's discretion, that:
   a. The prescription should be filled in a sufficient quantity to ensure that the Inmate can continue medication until such time as the Inmate is able to be seen by an outside provider, or
   b. The current prescription is completed.

   CONTRACTOR shall use its best efforts to secure a pharmacy agreement that allows Inmates enrolled in the pharmacy program or jail linkage program's the ability to obtain thirty (30) days of HIV medication upon release from Facilities. CONTRACTOR shall use its best efforts to pursue any programs that reduce pharmacy costs.

5. CONTRACTOR shall record the administration of all prescription and "prn" medications on a SHERIFF approved form. CONTRACTOR shall document that each Inmate has received all medications. In the event an Inmate's ordered medication was not administered, CONTRACTOR shall document the reason that the medication was not administered and shall conduct appropriate follow up to provide the Inmate such medication in accordance with approved policies governing medication administration. CONTRACTOR shall document all follow up efforts.

6. CONTRACTOR shall employ or enter into a contract with a licensed, qualified pharmacist. CONTRACTOR's pharmacist shall attend the quarterly Continuous Quality Improvement Committee meetings. CONTRACTOR's pharmacist shall perform third party drug utilization review as requested by the Continuous Quality Improvement Committee.

7. CONTRACTOR's certified consultant pharmacist shall conduct monthly inspections of all Facility areas where medications are maintained. The inspection shall include a review of the medications storage, a review of the medical records/medication administration record forms, and a review of the medication expiration dates. SHERIFF's designees shall have the right to inspect and review the storage of medications, pharmacy, and medication records.

CONTRACTOR's certified consultant pharmacist shall ensure the destruction and disposal of medications as required by law. CONTRACTOR's certified consultant pharmacist shall prepare a monthly report of these activities and any findings which shall be shared with the Medical Director, CONTRACTOR's Regional Vice President and Health Service Administrators, and SHERIFF or SHERIFF's designee. A copy of the monthly report shall be maintained by CONTRACTOR in each Facility.

8. CONTRACTOR shall provide SHERIFF's IHCM with copies of all State of Florida inspections and audits.

F. LABORATORY

1. CONTRACTOR shall provide or arrange for all laboratory services at its expense. Laboratory services shall also include the provision of supplies, the delivery and pick-up of labs and results being sent to and from outside facilities at least once daily from Monday through Friday, the installation of a printer at each Facility to provide test results as facsimile copies of results are not acceptable, and the capability to provide and receive laboratory reports within twenty-four (24) hours.

2. Urgent or stat laboratory work shall be sent within four (4) hours to a local hospital/laboratory that is accredited by the College of American Pathologists. Results shall be telephoned immediately to the requesting physician, and a written report shall be sent to the physician within four (4) hours of the laboratory work being picked up.

3. A physician shall review, initial and date all results by the next provider clinic visit. CONTRACTOR's physician shall utilize his best efforts to review laboratory results that were sent over a weekend or holiday as soon as possible. Upon a review of the results, CONTRACTOR's physician shall determine the appropriate clinical treatment of the Inmate. In the event the physician's clinical observations of the patient do not correlate with the laboratory results, the physician shall clinically assess the patient, provide appropriate follow-up care, and reorder laboratory testing as clinically appropriate.

G. RADIOLOGY SERVICES

1. CONTRACTOR shall provide or arrange for radiology services at its expense. Radiology services shall include x-rays, fluoroscopy, MRI's, CAT scans, ultrasounds, and any other special studies. Radiology services shall also include radiology supplies.

2. CONTRACTOR shall perform or contract for routine x-rays to be provided on site at each Facility. Inmates shall be referred off-site to another provider if a procedure is beyond the capabilities of a Facility. CONTRACTOR shall have emergency radiology services available twenty-four (24) hours per day, seven (7)

days per week to minimize outside referrals.

3. CONTRACTOR shall provide or contract with a licensed radiologist. CONTRACTOR's radiologist shall review all x-ray films performed on-site and shall call CONTRACTOR's physician with any report requiring immediate intervention. CONTRACTOR's radiologist shall forward a written report of the radiology service to CONTRACTOR's physician within twenty-four (24) hours of the radiologist's interpretation of the films.

4. CONTRACTOR'S physician shall promptly review, initial and date all x-ray reports by next provider clinic.

H. OPTICAL SERVICES

1. CONTRACTOR shall provide or arrange for a qualified optometrist to perform on-site eye examinations for Inmates with specific eye complaints.

2. CONTRACTOR shall provide eyeglasses to Inmates at CONTRACTOR's expense. Inmates who desire other prosthetics shall be able to obtain them at the Inmate's expense unless CONTRACTOR's Ophthalmologist determines that the other prosthetics are clinically necessary, in which case CONTRACTOR shall bear the cost of the other prosthetics.

I. DENTAL SERVICES

CONTRACTOR shall provide a dental screening within fourteen (14) days and a dental assessment within twelve (12) months as required by Governing Standards. CONTRACTOR shall provide emergency and routine dental care for Inmates at Facilities. CONTRACTOR shall make appropriate off-site referrals for Inmates requiring dental care outside the capabilities of a FACILITY at CONTRACTOR's expense.

J. MENTAL HEALTH AND SUBSTANCE ABUSE

CONTRACTOR shall implement a mental health program for the evaluation, treatment and/or referral of mentally ill Inmates to include but not be limited to the following:

1. CONTRACTOR will evaluate Each Inmate identified at the intake medical screening as having a mental illness but asymptomatic will be evaluated by a licensed mental health professional within seventy-two (72) hours. Symptomatic Inmates (e.g., suicidal ideations, decompensating, and/or psychotic behavior) who have a history of mental health treatment will be seen within twenty-four (24) hours. If a non-emergency referral to a psychiatrist is necessary, the Inmate will be evaluated by the psychiatrist or psychiatric ARNP within an appropriate time frame, preferably within seventy-two (72) hours and not to exceed seven (7) days.

2. CONTRACTOR shall use its best efforts to have Inmates execute Releases of Information when clinically indicated and legally required so that prior medical records can be reviewed to ensure continuity of care.

3. If an Inmate is relocated from general population to the mental health unit/bed, or the Inmate is referred to CONTRACTOR by any of the SHERIFF's staff in writing, the Inmate shall be examined by a licensed mental health professional within twenty-four (24) hours of the Inmate's being moved.

4. CONTRACTOR shall provide suicide assessments, and assessments pursuant to Chapter 394, Florida Statutes. Inmates who meet the criteria under Chapter 394, Florida Statutes, shall be processed accordingly. CONTRACTOR shall have staff with appropriate licensure available twenty-four (24) hours per day, seven (7) days per week to perform the functions of Chapter 394, Florida Statutes. When CONTRACTOR places an Inmate on suicide watch, CONTRACTOR shall immediately notify SHERIFF's designee that constant observation of the Inmate by appropriately trained personnel is required. In the event that SHERIFF's staff are unavailable to perform constant observation of an Inmate on suicide watch, SHERIFF will immediately notify CONTRACTOR, and CONTRACTOR will perform the constant observation with appropriately trained staff at the rate of twenty ($20.00) dollars per hour for each hour of constant observation provided by appropriately trained personnel.

5. Psychotropic medication in liquid form will be used where clinically appropriate or a viable security need is articulated by the Sheriff or designee. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive drug monitoring program shall exist. All Inmates placed on drug therapy will be seen within one (1) week by the psychiatrist or psych ARNP. Precautions to be followed will include:

   a) The psychiatrist or psychiatric ARNP will review the Inmate's medical record to determine which medications the patient has been receiving prior to the prescription of psychotropic medication.

   b) Prior to prescribing psychotropic medication, the psychiatrist or psychiatric ARNP, will inform Inmates about the risk(s) of taking such medication in accordance with applicable standards of care. An informed consent document for each psychotropic medication must be completed and filed in the medical record. The Inmate must sign the consent and witnessed by two persons.

6. CONTRACTOR will perform mental health assessments as ordered by the courts provided the same are not ordered for evidence or competency evaluations.

7. CONTRACTOR shall develop a standardized formulary for the treatment of the mentally ill which shall include those psychotropic medications offered at the

state forensic hospital. The formulary of psychotropic medications offered at the state forensic hospital shall be available to all inmates in the Facilities as determined by CONTRACTOR's clinical personnel.

8. CONTRACTOR shall provide a psychiatrist or psychiatric ARNP who is available to respond to Facilities within two (2) hours of notification through on-call availability twenty-four (24) hours per day, seven (7) days per week.

9. CONTRACTOR shall implement a program of mental health care for Inmates in general population and in the mental health units or in a mental health bed which includes at least the following:

   a) Psychotropic medications;
   b) Case management;
   c) Individualized treatment planning;
   d) Supportive group and/or individual psychosocial interventions, all provided by staff having at least the qualifications of a master's level mental health professional;
   e) Psychiatric consultation for identified inmates;
   f) Laboratory studies as indicated;
   g) A mental status examination at least every thirty (30) days;
   h) Discharge planning to include prescription medications, if indicated;
   i) Crisis intervention; and
   j) Substance abuse counseling/referrals.

10. CONTRACTOR shall offer Inmates who are on medications at the time of release a minimum of three (3) days of medication, if clinically indicated, contingent on sufficient time to provide such medication. CONTRACTOR may be required to offer inmates more than three (3) days medication where clinically indicated (e.g. mental health inmates, HIV-positive inmates, and inmates taking antibiotics), or when required for placement in an outside treatment or rehabilitative facility. If CONTRACTOR is not able to dispense medication to an inmate prior to release, CONTRACTOR shall advise the inmate prior to release that he/she may return to the facility the following day to receive the medications.

11. CONTRACTOR shall ensure that all their personnel receive specialized training on mental illness, substance abuse, and suicide prevention and intervention based on governing standards.

K. INMATE WORKER CLEARANCES

1. Inmate worker medical clearances for all Inmate workers (inmate workers, kitchen workers, Inmates with food handling responsibilities, infirmary janitorial duties and Inmates assigned to work programs outside the Facilities) must be done within seventy-two (72) hours (including weekends and holidays). CONTRACTOR's review of the Inmate's history and physical must be

documented on the inmate worker clearance form and submitted to the SHERIFF's Inmate Worker Coordinator.

2. Completed clearance forms will be placed in the Inmate's medical record before assignment. This form will indicate whether the Inmate can perform the essential functions of the job assignment, with or without accommodation. If an accommodation is recommended, the SHERIFF's IHCM or designee will review and act upon the request.

L. ELECTIVE MEDICAL CARE

CONTRACTOR will not be responsible for providing elective medical care to Inmates. For purposes of this Contract, "elective medical care" means medical, dental, and mental health care, if not provided, would not in the opinion of CONTRACTOR's Medical Director cause the Inmate's health to deteriorate or cause definite harm to the Inmate's well-being. In the event of a dispute between CONTRACTOR's Medical Director and SHERIFF's IHCM regarding "elective medical care," CONTRACTOR shall provide a written summary of why the Inmate's medical care is elective.

M. SICK CALL

Routine Sick Call:

CONTRACTOR shall provide same day routine nurse sick call at each Facility at levels allowing Inmates requesting medical services to be seen. Should an inmate require additional medical services outside the scheduled sick call rounds done in the housing units, referrals shall be made to the appropriate medical personnel.

Physician Sick Call:

Physician sick call shall be provided a minimum of five (5) days per week. Inmates shall be seen within five (5) days if routine, forty-eight (48) hours if urgent, seventy-two (72) hours on weekends and holidays, and immediately if emergent.

Cancellations:

Cancellations of sick call will be subject to penalties if cancelled because of staffing issues on behalf of CONTRACTOR. However, if sick call does not occur because detention staff are unavailable to effect Inmate movement then CONTRACTOR will not be penalized. Cancellations because of unavailable detention staff shall be documented by CONTRACTOR and verified by SHERIFF.

N. INFIRMARY CARE AND HOSPITALIZATION

1. Infirmary care shall be available for Inmates requiring skilled nursing care, chronic illness care, convalescent care, and all acute and chronic conditions which can be managed on-site. CONTRACTOR shall ensure the following is provided:

   a) 24-hour coverage, supervised on-site by a Registered Nurse;
   b) Daily infirmary rounds by nursing staff;
   c) 24-hour physician on-call coverage;
   d) A manual of nursing care procedures;
   e) A separate and complete medical record for each patient; and
   f) Infirmary rounds will be conducted by the physician no less than one (1) time per day, Monday through Friday.

2. All infirmary encounters by a health care provider shall be documented in the Inmate's medical record.

3. Inmates requiring care beyond the infirmary's capability shall be hospitalized at a licensed facility within Broward County unless other provisions have been made in written agreements. Recommendations for hospitalization, with the exception of emergency situations, shall require review and approval by the Medical Director or designee. Hospital admissions that arise from emergency situations shall be reviewed by the Medical Director within forty-eight (48) hours of admission or third party contractor who will provide emergency rescue services.

4. Any specialty consultations of Inmates are the financial responsibility of the CONTRACTOR, subject to the catastrophic limits set forth in Article VII, Section H.

5. To the extent any Inmate requires non-emergency, non-ambulatory off-site health care treatment (hospitalization, specialty services, etc.), the SHERIFF will, upon reasonable notice, provide appropriate transportation services as requested by CONTRACTOR. The SHERIFF shall not be required to transport seriously ill or medically unstable Inmates. In the event of a seriously ill or medically unstable Inmate or in the event of an emergency, CONTRACTOR shall call 9-1-1 and shall bear the costs associated with such transportation.

6. CONTRACTOR's personnel shall hold regular meetings with representatives from the designated hospital and other providers to coordinate the referral of Inmates. Policies and procedures shall be developed and implemented regarding referral methods, scheduling, transportation, reporting of test results, medical records, acute care hospitalization and patient follow-up, subject to approval by the SHERIFF. CONTRACTOR shall maintain confidential and secure communications with outside providers so as not to compromise the secure transportation of Inmates.

O. EMERGENCY CARE

CONTRACTOR will provide emergency or immediate medical services for Inmates and emergency care and stabilization to visitors and staff twenty-four (24) hour a day, seven (7) days per week. CONTRACTOR shall designate its Medical Director or designee and an on-call psychiatrist and dentist who shall have twenty-four (24) hour on-call responsibility for any emergencies. Emergency service will include emergency transportation via helicopter or ambulance (at CONTRACTOR's expense for Inmates) and acute hospital services with one or more health care providers or physicians.

P. REFERRALS

Outside referrals will be made when medically appropriate. Referrals shall meet the utilization review program requirements. All referrals shall be approved by the Medical Director. CONTRACTOR shall maintain appropriate referral logs, which shall be available for review by the SHERIFF's staff. The Medical Director or on-site physician must medically clear Inmates returning to the Facility before those Inmates will be released from the Facility's infirmary to general population.

Q. DIET

Therapeutic diets required by Inmates shall be ordered by a physician, physician assistant, health care practitioner, or dentist. An approved acceptable list of therapeutic diets will be agreed upon between the Medical Director and SHERIFF's designees. CONTRACTOR shall provide nutritional supplements (a liquid meal replacement) and/or vitamins as may be necessary. Nothing in this Section nor in Section III.B.15. e. shall be deemed or construed to transfer these responsibilities away from CONTRACTOR.

R. INFECTION CONTROL

CONTRACTOR shall implement an infection control program which includes but is not limited to concurrent surveillance of staff and Inmates, prevention techniques, treatment, and reporting of infections in accordance with local, state and federal laws, OSHA and Governing Standards.

S. INMATE GRIEVANCES, COMPLAINTS

Inmate complaints or grievances regarding services under this Agreement shall be forwarded to the CONTRACTOR's Medical Director or designee who shall promptly review the complaint or grievance, gather all information concerning the complaint or grievance, and take appropriate action in accordance with the SHERIFF's grievance procedures. CONTRACTOR shall respond to all Inmate complaints or grievances concerning services under this Agreement within seventy-two (72) hours of CONTRACTOR's receipt of such complaint or grievance. CONTRACTOR will provide the IHCM with a copy of all grievances and responses pertaining to inmate health care weekly.

T. INMATE TRANSFERS

1. *Intra system*. All Inmates transferred among the SHERIFF's Facilities and off-site satellite booking facilities shall have their medical records screened by health care personnel prior to the transfer and immediately upon arrival at the receiving facility. The health record must accompany the Inmate to the receiving Facility, and must document the current medications, the Inmate's medical status, the Inmate's chronic health problems, and any other relevant medical information.

2. *External Transfers*. Every effort will be made by SHERIFF to provide CONTRACTOR the names of Inmates transferring to other jurisdictions twenty-four (24) hours prior to scheduled transfer. Before Inmates are transferred to other jurisdictions, their medical records will be screened by health care personnel. Appropriate medical information and medications will be sent with the Inmate to the receiving jurisdiction at the time of transfer.

U. UTILIZATION REVIEW

CONTRACTOR shall implement and operate a Utilization Review Program for the SHERIFF. When an Inmate is in an outside facility (whether admitted by CONTRACTOR or booked in abstentia), the CONTRACTOR shall perform case management to ensure that the admission is medically necessary and that the length of stay is appropriate.

V. COMPREHENSIVE QUALITY IMPROVEMENT

CONTRACTOR shall develop a comprehensive quality improvement program of regularly scheduled audits of all Inmate health care services provided under this Agreement, documentation of deficiencies, and plans for correction of deficiencies. The quality improvement plan shall include a provision for program and contract monitoring (peer review) by one or more "outside" detention health care consultant(s) on an annual basis. The results of the outside consultant's review(s) shall be provided to the SHERIFF or designee and available for ACA, FCAC, FMJ and NCCHC review accreditation. CONTRACTOR shall obtain the approval of SHERIFF as to each outside consultant. CONTRACTOR shall bear all costs associated with the outside consultants. The Comprehensive Quality Improvement Committee shall have the following functions and responsibilities:

1. Establish and oversee the Facilities' Quality Management (QM) program within applicable Governing Standards;

2. Implement system-wide QM studies consistent with the data collection schedule developed by CONTRACTOR with Sheriff's input and approved by the SHERIFF;

3. Conduct ongoing studies which monitor and evaluate the quality and appropriateness of patient care;

4. Collect data regarding the quality and appropriateness of drug usage and resistance;

5. Review findings from any mortality review and recommend corrective action when indicated;

6. Review data from health record reviews on completion and accuracy of entries, ensure that entries are clinically appropriate and identify any quality management issues;

7. Review medical records to determine appropriateness and over/under utilization of ancillary services, contract services, specialty consultations and usage of medications;

8. Review infections within each Facility to identify and ensure proper management, to identify and to make every effort to prevent nosocomial infections, to reduce the transmission of communicable or contagious diseases or illnesses;

9. Review risk patterns and trends of unexpected inmate health care events, employee and visitor incidents;

10. Review findings generated from specific institutional studies, make recommendations for corrective action when indicated and conduct follow-up;

11. Recommend continuing education programs based on the results of the institutional Quality Improvement activities for CONTRACTOR's and SHERIFF's staff;

12. Provide input and feedback to the clinical, ancillary and correction's departments;

13. Review all findings to the SHERIFF's Designee;

14. Prepare reports and minutes of meetings and activities of the QM Program and maintain the confidentiality of the same through the confidential QM channels and reporting to the SHERIFF's Designee; and

15. Review and update confidentiality policies on an annual basis.

W. MEDICAL DISASTER PLAN

1. Subject to the approval of the Director, the CONTRACTOR shall maintain a written, formal disaster plan identifying health care staff roles and health care

supplies needed on hand in the event of a disaster, including but not limited to, fire, tornado, hurricane, epidemic, riot, strike or mass arrests. The disaster plan will be made available to SHERIFF or designee with sixty (60) day of contract start date, and shall be updated annually. Such disaster plan shall be maintained and/or modified by the Medical Director working closely with the SHERIFF's staff and may include:

a) Communications system;
b) Recall of key staff;
c) Assignment of health care staff;
d) Establishment of command post;
e) Safety and security of the patient and staff areas;
f) Use of emergency equipment and supplies to include automatic external defibrillators (AED's);
g) Establishment of a triage area;
h) Triage procedures;
i) Medical records - identification of injured;
j) Use of ambulance services;
k) Transfer of injured to local hospitals;
l) Evacuation procedures (to be coordinated with security personnel); and
m) Practice drills annually at each Facility involving staff from each shift in accordance with governing statutes and standards.

2. In addition, the CONTRACTOR shall maintain a program from the effective date of the Agreement for all Health Care Unit employees in case of an institutional emergency. Emergencies shall be handled in the following manner:

a) All in-house measures for dealing with the emergency shall be taken;
b) The disaster plan, as discussed above, shall be put into effect; and
c) All Facility medical disaster plans and emergency measures shall be coordinated with the nearest local disaster agency.

X. DNA TESTING

CONTRACTOR shall draw the blood for Inmates and defendants not in-custody per FDLE requirements for DNA testing (Florida Statutes §943.325) and/or under court order. CONTRACTOR shall perform the oral swabs required for DNA samples of all felons under Florida Statutes §943.325.

ARTICLE IV
PERSONNEL

A. STAFFING

1. CONTRACTOR shall provide sufficient medical, mental health, dental, health

care professionals, technical, support and clerical personnel necessary for the rendering of health care services under this Agreement. CONTRACTOR shall submit its Credentialing Criteria, and job descriptions to SHERIFF. CONTRACTOR shall ensure that its minimum staffing levels are consistent with the staffing patterns for each Facility as set forth in Exhibit "C". CONTRACTOR shall ensure that all employees and contracted persons comply with all state, federal and local laws and ordinances, Governing Standards, policies, procedures and rules of the Broward Sheriff's Office, court orders, applicable nursing protocols, and Facility standard operating procedures, etc. In addition, CONTRACTOR will ensure that its medical, professional and para-professional staff receive all necessary and requisite statutorily mandated in-services, annual or proficiency training, and such other such professional or para-professional education and training programs needed to ensure current proficiency in the professional or para-professional's particular medical discipline or specialty. CONTRACTOR shall provide physicians who are on the medical staffs of the North and South Broward Hospital District's facilities, or provide this through contracted physicians or groups that have full admittance rights.

2. The parties agree that in ninety (90) days, CONTRACTOR shall conduct a management review to identify any system initiatives to streamline staffing requirements and/or system enhancements and share the results of the Management review with the Sheriff or Designee.

B. CRIMINAL HISTORY

CONTRACTOR represents that its principal owners, partners, corporate officers, and employees, do not have any pending criminal charges or felony convictions. CONTRACTOR has disclosed all such convictions or pending criminal charges to the SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

The SHERIFF shall fingerprint and conduct a security background check on each of CONTRACTOR's staff persons that have not previously been cleared in the security background check. Security background checks will also be conducted on an annual basis for all of CONTRACTOR's staff working in SHERIFF's Facilities, regardless of whether a previous background check was completed.

SHERIFF reserves the right to approve or reject, for any reason, CONTRACTOR's staff assigned to this project at any time. Upon successful completion of a security background check, the SHERIFF shall issue identification badges to CONTRACTOR's staff.

C. LICENSURE, CERTIFICATION AND REGISTRATION

All professionals provided or made available by CONTRACTOR to render services hereunder will be licensed, certified or registered, as appropriate, in their respective areas

of expertise pursuant to applicable Florida law. CONTRACTOR shall ensure that its clinical staff has prior health care experience, and documentation of such prior experience shall be contained in CONTRACTOR's personnel files. CONTRACTOR shall maintain personnel files on site for all employees, independent contractors, and any other individual or entity providing services under this Agreement. The personnel files shall include, but not be limited to, copies of current Florida licensure, proof of professional certification, and position responsibilities. The personnel files shall contain documentation that staff with inmate contact have received annual security training which may be included in the annual forty (40) hours of in-service training. Upon written request, the Sheriff, the Director, or the SHERIFF's designees shall have access to the personnel files for any appropriate purpose.

D. ORIENTATION

CONTRACTOR shall ensure a copy of the applicable written job description and post orders are provided to each of its employees, subcontractors, and independent contractors. CONTRACTOR shall ensure that all new health care personnel are provided with an orientation and appropriate training regarding medical practices at their assigned Facility. This training must be documented in all employee files. Each new employee, including any new Medical Director, shall receive forty (40) hours of in-service training (including on the job training) within the first ninety (90) days of employment. Each person performing services under this Agreement shall be required to visit one or more of the Facilities prior to beginning work at any of the Facilities. The orientation shall not apply to health care personnel hired by CONTRACTOR who were working in the Facilities under the prior contractor.

E. PERFORMANCE EVALUATIONS AND INVESTIGATIONS

CONTRACTOR shall monitor the performance of each employee, subcontractor, and independent contractor to ensure appropriate job performance in accordance with the Agreement and the applicable job description. CONTRACTOR shall perform annual employee performance evaluations, and as requested by the Director, CONTRACTOR, its subcontractors and independent contractor. CONTRACTOR, its subcontractors and independent contractors shall participate in any disciplinary or administrative hearing of SHERIFF's employees, in any criminal investigation relating to an Inmate's death, and in any investigation as requested by the SHERIFF, the Director, or their designees.

F. USE OF INMATES IN PROVISION OF HEALTH CARE SERVICES

Inmates will not be utilized by either CONTRACTOR or SHERIFF in the direct rendering of any health care services. Inmates may be used in positions not involving the rendering of health care services directly to Inmates, upon the mutual written agreement of CONTRACTOR and SHERIFF.

G. SUBCONTRACTING AND DELEGATION

In order to discharge its obligations hereunder, CONTRACTOR may enter into subcontracts with certain health care professionals and SHERIFF expressly consents to such subcontracting or delegation. CONTRACTOR shall be responsible for the quality of care provided by its subcontractors and independent contractors, and CONTRACTOR shall require its subcontractors and independent contractors to comply with the requirements of this Agreement. CONTRACTOR shall request copies of documentation evidencing licensure and accreditation, if applicable, from all hospitals, clinics and other providers utilized by CONTRACTOR. CONTRACTOR shall maintain files on all subcontractors containing proof of current licensure and competence, evaluation rewards, and position responsibilities. CONTRACTOR shall ensure that any hospital it utilizes is fully licensed and is accredited by the Joint Commission on the Accreditation of Healthcare Organizations ("JCAHO"). CONTRACTOR will coordinate care with hospitals, physicians and other providers of care for purposes of providing the services set forth under this Agreement. Copies of such agreements shall be provided to the SHERIFF. Nothing in this Section shall be deemed or construed to modify or waive CONTRACTOR's obligation to indemnify SHERIFF.

CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and SHERIFF or any obligation on the part of SHERIFF to pay or to see the payment of any monies due any subcontractor.

The provisions of this Agreement will apply to any subcontractors and their officers, agents and employees performing services pursuant to this Agreement as if it and they were employees of CONTRACTOR; and CONTRACTOR will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and omissions of any subcontractor, its officers, agents, and employees, as if they were employees of CONTRACTOR.

CONTRACTOR will obligate its subcontractors to the same terms and conditions as set forth herein. Prior to providing services under this Agreement, subcontractors must provide SHERIFF with a Certificate of Insurance meeting the terms and conditions set forth in Article XI

H. REMOVAL OF STAFF, SUBCONTRACTORS, OR INDEPENDENT CONTRACTORS

The SHERIFF may by written notice to CONTRACTOR prohibit any of CONTRACTOR's staff and subcontractors from performing services at any of the Facilities.

I. NO RETALIATORY ACTION

CONTRACTOR shall not take any retaliatory action against any of its employees or subcontractors because an employee or subcontractor has made a good faith effort to comply or to ensure compliance with the provisions of this Agreement.

J. BADGES AND/OR VISITOR PASSES

CONTRACTOR shall ensure the return of identification badges and/or visitor passes within five (5) days of the date of an employee's, subcontractor's, independent contractor's or per diem employee's resignation, removal, termination, or re-assignment.

K. NO RESTRICTIVE COVENANTS

CONTRACTOR is precluded from entering into restrictive covenants or covenants not to compete with any other person or entity. The SHERIFF shall not be held financially responsible for the employment or contracting with any of CONTRACTOR's employees or independent contractors at the conclusion of this Agreement.

L. NO LIMITATIONS ON CARE

CONTRACTOR shall not enter into agreements with any person or entity which provide incentives, payments or monetary awards for limiting the level of care or the availability of care to Inmates.

ARTICLE V
MEDICAL RECORDS

A. MEDICAL RECORDS

1. CONTRACTOR will maintain a medical record for each Inmate who has received health care services. The medical record will be maintained pursuant to applicable law and Governing Standards and will be kept separate from the Inmate's confinement record. Upon an Inmate's transfer to a new facility within SHERIFF's Facilities, the Inmate's medical record will be available at the new facility. If an inmate is transferred outside SHERIFF's Facilities for medical care, a complete copy of the medical record will be made available to the treating facility. CONTRACTOR will prepare a transfer sheet and summary to accompany an Inmate transferred to an outside Facility or to another location for off-site services. Medical records will be kept confidential, and CONTRACTOR will follow the SHERIFF's policy with regard to access by Inmates and Facility staff to medical records, subject to applicable law regarding confidentiality of such records. The SHERIFF's IHCM or designee shall have access to all medical records during the term of this Agreement. CONTRACTOR will not release information contained within an Inmate's medical record, except as provided by the CONTRACTOR's policy, by court order, or otherwise in accordance with applicable law.

2. Upon expiration or termination of this Agreement, all medical records shall thereupon become and remain property of the SHERIFF. However, CONTRACTOR shall have reasonable access to such records (now and after this Agreement ends, provided the confidentiality, indemnity and insurance provisions continue to apply after the Agreement ends) when necessary to enable it to properly prepare for litigation or anticipated litigation brought or threatened by third persons in connection with services rendered during the term hereof.

3. CONTRACTOR is aware of the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR affirms that it is in compliance with HIPAA, and will maintain such compliance during the term of this Agreement. Where required by law, CONTRACTOR will execute necessary Business Associate Agreements with any of its third party providers, e.g., hospitals. .

B. ELECTRONIC MEDICAL RECORDS

CONTRACTOR will provide an electronic medical records system ("EMR") pursuant to the terms and conditions specified in a subsequent amendment to this Agreement.

C. CONTENT OF RECORD

CONTRACTOR shall ensure that each medical encounter utilizes the Problem Oriented Medical Record (POMR) in the Subjective, Objective, Assessment Plan Education ("SOAPE") format. Each entry or note shall include the date, time, signature, and title of each person making entries in the medical record. CONTRACTOR shall ensure that all health care staff utilize a name stamp and/or legibly print their name and title when making entries in the medical record. The CONTRACTOR shall ensure that the medical record is complete, accurate, well documented, timely, and justifies the treatment rendered. The medical record shall include, but is not limited to, the following items:

a) Intake medical screening form;
b) Health appraisal form;
c) Physician order/treatment plans;
d) Documentation of whether or not prescribed medications were administered, and the date, time and signature of the person who administered the medications;
e) Complaints of illness or injury;
f) Findings, diagnoses, treatments and dispositions;
g) Health service reports;
h) Consent and refusal forms;
i) Release of information forms;
j) Inmate medical request forms;
k) Laboratory, radiology and diagnostic studies; and
l) Consultation, emergency room and hospital reports and discharge

summaries.

D. CONTRACTOR will request prior treatment records deemed necessary and records from previous incarcerations. CONTRACTOR shall ensure that a medical and/or mental health treatment plan is developed for each Inmate requiring on-going care. The written treatment plan shall specify the particular course of therapy and the roles of medical and non-medical personnel in carrying out such therapy. It shall be individualized and based on an assessment of the Inmate's needs, short and long term goals, and the methods by which the goals shall be pursued. When clinically indicated, the treatment plan will provide Inmates with access to a range of supportive and rehabilitative services (e.g., individual or group counseling and/or self-help groups) that the physician deems appropriate. Treatment plans will be reviewed on a regular basis and revised as clinically indicated. The medical record shall also include documentation of:

a) The physician or designee's notes when the Inmate returns from outside facilities, hospital stays, or clinic visits;
b) The results of tuberculosis screening;
c) The necessary reviews, medical examinations, medical summaries, or certifications for intra-system or inter-system transfers, food handling and Inmate work clearances;
d) Medical summaries shall be prepared and sent with Inmates being transferred to facilities not operated by the SHERIFF; and
e) Documentation necessary to comply with state and federal laws, policies of the SHERIFF, and Governing Standards.

E. CONTRACTOR shall adhere to applicable informed consent laws. The confidentiality of medical records will be assured. For patient confidentiality reasons, access to medical records will be governed by CONTRACTOR. Data necessary for the classification, security and control of Inmates will be provided to the appropriate SHERIFF's personnel. Medical records will be made available to SHERIFF's personnel when required to defend any cause of action by any Inmate against the SHERIFF or as otherwise required by this Agreement.

F. Inactive medical records will be maintained in accordance with records retention schedules of the State of Florida as well as Governing Standards.

G. If an Inmate's medical record cannot be found and is not located within eight (8) hours of the discovered loss, the SHERIFF's Designee shall be notified immediately via e-mail, and a new replacement record shall be generated within twenty-four (24) hours. Any clearance information that cannot be verified shall be repeated. If a missing record is located after a duplicate file has been created, the two records shall be joined to form one record.

H. CONTRACTOR shall provide name stamps for all employees signing hardcopy medical records to assure the identification of record signatures.

ARTICLE VI
TERM AND TERMINATION

A. AGREEMENT TERM

This Agreement will be effective at 12:01 a.m on the 1st day of February, 2014 for a period of three (3) years. The parties may extend this Agreement for two (2) one-year periods upon written mutual agreement of the parties.

B. TERMINATION

This Agreement may be terminated upon the following events:

1. *Termination by Mutual Agreement*. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

2. *Termination Without Cause*. Either party shall have the right to terminate this Agreement without cause by providing the other party with one hundred twenty (120) calendar days written notice via certified mail, return receipt requested, overnight courier with proof of delivery, or via hand delivery with proof of delivery.

3. *Termination for Cause.*

   i. If any regulatory or accrediting organization finds a material deficiency (e.g., breach of mandatory medical standards) and CONTRACTOR fails to rectify the deficiency or implement the corrective action plan within thirty (30) days from the date of the receipt of notice of the deficiency, then SHERIFF, in his sole discretion, may terminate this Agreement.

   ii. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, the SHERIFF's policies and procedures, or the terms and conditions of this Agreement.

4. *Termination for Lack of Funds*. In the event the funds to finance this become unavailable or are not allocated by Broward County, the SHERIFF may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this provision shall be deemed or construed to prevent the parties from negotiating a new agreement in this event.

5. *Immediate Termination by the SHERIFF*. The SHERIFF, in his discretion, may terminate this Agreement immediately upon the occurrence of any of the following

events:

a) CONTRACTOR's violation of the Public Records Act;
b) The insolvency, bankruptcy or receivership of CONTRACTOR;
c) CONTRACTOR's violation or non-compliance with Article VIII of this Contract;
d) CONTRACTOR fails to maintain insurance in accordance with Article XI of this Agreement; or
e) CONTRACTOR violates any federal, state or local law, rule, regulation or code.

SHERIFF shall pay CONTRACTOR for services rendered up to the time of termination.

C. Upon termination of this Agreement for any reason, including expiration, CONTRACTOR shall place no further orders or enter into subcontracts for materials or services unless it is necessary for the delivery of medical services. Copies of any orders or subcontracts shall be given to the Sheriff or designee. CONTRACTOR shall satisfy all of its debts and obligations incurred at all of the Facilities arising under this Contractor during the term of this Agreement. CONTRACTOR shall allow its non-physician personnel and independent contractors to interview with the successor contractor for positions with the successor contractor.

D. Neither the expected termination nor the expiration of this Agreement shall relieve CONTRACTOR, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.

E. Notwithstanding any other provision of this Agreement, the CONTRACTOR's duty to insure, indemnify and defend the SHERIFF as set forth in Article XI and XII of this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE VII
COMPENSATION

A. BASE COMPENSATION

In consideration of the CONTRACTOR providing the services contemplated herein, SHERIFF shall pay CONTRACTOR the base annual compensation as set forth below. The base annual compensation will be adjusted in the event the average daily number of inmates for any month is outside the range of 4,300 to and including 5,100 inmates. (hereinafter referred to as the "Base Range of Inmates"). If the average daily number of inmates for any month exceeds the Base Range of Inmates, SHERIFF shall pay CONTRACTOR a per diem, per Inmate rate for the number of Inmates that exceed the Base Range of Inmates. If the average daily number of inmates for any month is less than the Base Range of Inmates, SHERIFF shall receive a credit on the same month's invoice.

The credit will be equal to the difference between the Base Range of Inmates and the average daily number of inmates for the particular month multiplied by the per diem, per Inmate rate multiplied by the number of calendar days in the month. The annual compensation and the per diem for Years One, Two, and Three of this Agreement) are set forth as follows:

1. Year One:

   Base Annual Compensation: $25,100,000.
   Per Diem Rate: $6.08

2. Year Two:

   Base Annual Compensation: Year One Base Annual Compensation plus three-percent (3%), or the Consumer Price Index for All Urban Consumers (CPI-U), whichever is lower.

   Per Diem Rate: Year One Per Diem Rate, plus 3% or the CPI-U, whichever is less.

3. Year Three:

   Base Annual Compensation: Year Two Base Annual Compensation plus three-point-five percent (3.5%), or the CPI-U, whichever is lower.

   Per Diem Rate: Year Two Per Diem Rate, plus 3.5% or the CPI-U, whichever is less

For the purpose of determining per diem reimbursement, the number of Inmates will be calculated by adding daily counts and dividing the result by the number of days in that month.

CPI-U will be calculated based upon the percentage change in the Consumer Price Index for All Urban Consumers, U.S. City Average, Expense category, Medical Care category, from the semi-annual averages for the first half the new contract year as compared with the first half of the previous contract year.

B. MONTHLY COMPENSATION

The monthly compensation shall be billed in one installment. CONTRACTOR shall submit the monthly invoice, via mail or e-mail, to SHERIFF for one-twelfth (1/12) of the base compensation for the applicable contract year.

If applicable, the invoice shall be adjusted by a sum equal to the number of Inmates greater than 5,100 or less than 4,300, multiplied by the per diem, multiplied by the number of days in the month. In the event the Inmate count is greater or less than the

base range, the total calculated monthly per diem will be added/deducted from the same period monthly compensation.

Detailed additions will be made for suicide observations. All adjustments, staffing reconciliations, and liquidated damages will appear on the monthly invoice. The SHERIFF will render payment to CONTRACTOR net thirty (30) days of SHERIFF's receipt of an acceptable, accurate and complete monthly invoice.

CONTRACTOR will utilize the additional per diem compensation for the additional medical supplies and increased staffing levels required to care for a larger Inmate population. The SHERIFF's payment of any invoice shall not preclude the SHERIFF from making a subsequent determination that it is seeking an adjustment or liquidated damages from CONTRACTOR.

For purposes of this Agreement, the Inmate count at 1700 hours time frame shall exclude those Inmates who are booked in absentia, Inmates in non-Sheriff facilities, and Pre- and Post- Magistrate Inmates on the second floor of the Main Jail.

C. ADDITIONAL COMPENSATION

CONTRACTOR shall provide PPD testing to SHERIFF's employees by invoicing SHERIFF on a monthly basis within fifteen (15) days following the conclusion of the calendar month in which services were performed. CONTRACTOR's detailed invoices shall list the number PPD testing provided, and these will be billed to the SHERIFF at CONTRACTOR's actual cost. Each vaccine will be billed after the individual shot is administered. SHERIFF may opt to procure the hepatitis B vaccine and PPD tests, and CONTRACTOR will administer them at no charge.

D. LIQUIDATED DAMAGES

The parties recognize and agree that certain events may cause SHERIFF to suffer losses or damages that are by their nature uncertain and difficult to prove. Accordingly, the parties agree that certain breaches of the Agreement will cause the CONTRACTOR to pay liquidated, stated or stipulated damages without any proof of the actual damage resulting from the breach. In no event shall these liquidated, stated or stipulated damages be construed or deemed to constitute penalties.

The parties agree that liquidated damages will be calculated monthly and subtracted from the total monthly compensation due for a particular month. A failure to deduct liquidated damages for the applicable month shall not preclude the SHERIFF from later deducting the liquidated damages from a subsequent month's invoice. The last payment due to CONTRACTOR under this Agreement shall be withheld until CONTRACTOR and SHERIFF determine the final reconciliation.

1. *Staffing Level Adjustments*.

   a. Staffing Levels. On a monthly basis, CONTRACTOR shall maintain no less than 95% of total contracted FTE's (95% is not by position, as this allows flexibility to adjust staffing to meet the needs of a fluid system). Should CONTRACTOR fail to maintain the above 95%, CONTRACTOR shall reimburse SHERIFF at an amount equal to the number of total unfilled hours for all positions under this Agreement for the applicable month(s) that are below the 95% threshold multiplied by the average wage multiplied by 1.2. The SHERIFF shall not be responsible for the payment of any sick, vacation or other leave time relating to any of CONTRACTOR's employees.

   b. SHERIFF may have access to detailed staffing rosters for each facility on a daily basis. A monthly review of appropriate staffing levels will be performed by both parties. Those levels found to be under the 95% average per month requirement will be penalized based on the deficient staff positions. If a staffing shortage is found in any month, CONTRACTOR shall develop a corrective action plan submitted to ensure that the staffing shortages do not become systemic. Overstaffing in a previous or succeeding month will not be used to offset understaffing in any other month.

2. *Performance Level Adjustments*. Deficiencies in performance based on CONTRACTOR's failure to maintain the expected program level will result in liquidated damages.

   a. Performance level adjustments may be made for unsatisfactory service based on a flat fee per day provided the SHERIFF has given the CONTRACTOR ten (10) days written notice that the level of services being provided by CONTRACTOR is unsatisfactory and has provided, in writing, specific details describing the deficiencies. In the event CONTRACTOR has not corrected such deficiencies or developed and/or implemented a mutually acceptable corrective action plan within the ten (10) day period, the SHERIFF shall be entitled to liquidated damages in the amount of $1,000 per day commencing with the date of the SHERIFF's notice to CONTRACTOR.

   b. Quality Improvement Liquidated Damages. Liquidated damages may be assessed for each of the following areas required by Governing Standards:

      i. Each year the Quality Improvement Committee shall determine one process study and one outcome study to be conducted by CONTRACTOR at time frames and with deliverables established by the Quality Improvement Committee. If CONTRACTOR fails to timely submit the deliverables for either study to SHERIFF's IHCM or designee, CONTRACTOR shall pay SHERIFF liquidated damages of $5,000 for each study that is late.

ii. CONTRACTOR shall require an outside consultant to perform peer review during each year of this Agreement. In the event CONTRACTOR fails to arrange for the annual peer review, CONTRACTOR shall pay SHERIFF liquidated damages of $5,000 for the annual peer review.

iii. CONTRACTOR shall conduct a mortality review on any inmate's death within thirty (30) days of the Inmate's death. Such review shall include a review of the Medical Examiner's findings. If the mortality review is not conducted timely, CONTRACTOR shall pay SHERIFF liquidated damages of $1,000 per case. Nothing in this section shall be deemed or construed to impose liquidated damages in the event the Medical Examiner's findings are not available and the mortality review is completed without those findings.

c. Failure of CONTRACTOR to comply with the performance requirements in this Agreement shall cause liquidated damages to be assessed against CONTRACTOR and deducted from the next monthly payment:

i. If the monthly Statistical report (Article III, Section B.3) is not submitted to the SHERIFF's Designee by the 10th of the following month, then CONTRACTOR may be required, in the sole discretion of the SHERIFF or Designee, to pay liquidated damages of $1,000.

ii. In the event that a quarterly audit conducted by SHERIFF'S Personnel of a sample of medical records (five percent (5%) of a facility's inmate population) for a particular month determines that more than five per cent (5%) of the records contain telephone and/or verbal orders by a physician that were not countersigned within seventy-two (72) hours by the physician, CONTRACTOR may be required, in the sole discretion of the SHERIFF or Designee, to pay liquidated damages of $5,000 for that quarter per facility.

iii. In the Event that the Inmates Fourteen (14) day history and physical was not performed within the fourteen (14) day period, the CONTRACTOR may be required, in the sole discretion of the SHERIFF or Designee, to pay liquidated damages of $250, unless the history and physical was not conducted due to reasons outside the CONTRACTOR's control such as hospitalization, or inmates absence from the Housing areas(such as documented court appearances or outside loans).

iv. In the event that an Inmate is identified at medical

screening as symptomatic and the Inmate is not evaluated timely, including but not limited to the evaluation of Symptomatic Inmates under Article III, Section J, then CONTRACTOR may be required, in the sole discretion of the SHERIFF or Designee, to pay a $500 penalty per Inmate.

v. In the event that a quarterly audit of a sample of medical records [five percent (5%) of the Inmate population] conducted by both parties for a particular month determines that in more than five percent (5%) of the medical records reviewed, more than one medical diagnosis or condition for an Inmate was identified but that CONTRACTOR did not address all of the medical diagnoses or conditions, then CONTRACTOR may be required, in the sole discretion of the SHERIFF or Designee, to pay shall pay the SHERIFF liquidated damages of $500 per Inmate identified.

vi. In the event that CONTRACTOR does not pass the State of Florida annual pharmacy audit, CONTRACTOR shall immediately remedy the violation and may be required, in the sole discretion of the SHERIFF or Designee, to pay liquidated damages in the amount of $10,000. Upon CONTRACTOR remedying the violation, CONTRACTOR shall timely notify the SHERIFF'S Contract Administrator that the violation has been remedied.

vii. In the event CONTRACTOR does not submit credentialing spreadsheets showing all licensure and CPR status by the 10th of the month following the previous review, CONTRACTOR may be required, in the sole discretion of the SHERIFF or designee, to pay SHERIFF liquidated damages of $1,000.

viii. In the event CONTRACTOR does not submit 80% of requested accreditation documentation within thirty (30) days following the end of each quarter, CONTRACTOR may be required, in the sole discretion of the SHERIFF or Designee, to pay SHERIFF liquidated damages of $5,000.

d. *Court Appearances*. In the event CONTRACTOR receives notification and fails to provide the SHERIFF'S Office of the General Counsel or the IHCM with notice of any court appearances as set forth in Article III, Section B.9, CONTRACTOR may be required, in the sole discretion of the SHERIFF or Designee, to pay $500 in liquidated damages per hearing.

e. *Accreditation.* In the event accreditation from the NCCHC, ACA or FCAC is canceled for failure on the part of CONTRACTOR to comply with Governing Standards, CONTRACTOR will have ninety (90) calendar days to cure the deficiency. If the deficiency is not cured within

ninety (90) calendar days, liquidated damages of $100,000 will be payable to the SHERIFF by CONTRACTOR and SHERIFF shall have the right to terminate this Agreement in accordance with Article VI of this Agreement.

f. *Public Records*. If CONTRACTOR fails to provide public records in accordance with Chapter 119, Florida Statutes, then CONTRACTOR shall pay the SHERIFF liquidated damages of $250 per request that CONTRACTOR fails to provide, and SHERIFF shall have the right to terminate the Agreement in accordance with Article VI of this Agreement.

3. In the event that liquidated damages are assessed against CONTRACTOR, such liquidated damages will be paid in the form of a credit on CONTRACTOR's monthly invoice for the month immediately following the month in which the liquidated damages were assessed.

E. INSURANCE LAPSE

If any of the insurance policies required under Article XI below lapse during the term of this Agreement or any extension or renewal of the same, CONTRACTOR shall not receive payment from the Sheriff until such time that the Sheriff has received satisfactory evidence of reinstatement effective as of the lapse date for the types and coverages specified in Article XI. If the required insurance lapses, then the Sheriff, in his sole discretion, may terminate the Agreement immediately and no further payments shall be due to Contractor. SHERIFF shall pay CONTRACTOR for services rendered prior to the date of termination.

F. "INJURIES"

"Off the Street Injuries" shall mean those injuries incurred or occasioned by an individual prior to the individual being committed to the custody of the SHERIFF which, in the opinion of CONTRACTOR, constitute serious injuries requiring hospitalization. Payment for medical care for "off the street injuries" shall be in compliance with Florida Statutes section 901.35. CONTRACTOR will not be responsible for major injuries to individuals caused by a non-SHERIFF municipality during or at the time of arrest requiring hospitalization of the individual prior to acceptance into the jail. However, CONTRACTOR shall be responsible for monitoring the care of the individual during hospitalization and for the care and treatment of the individual suffering from an "off the street injury" after the individual has been officially booked and processed by SHERIFF and received into Facilities.

G. INMATES OUTSIDE THE FACILITIES

1. CONTRACTOR's health care services are intended only for those Inmates who are committed to the custody and control of SHERIFF, including but not limited to, Inmates in receiving facilities and outside hospitals, Inmates attending court

hearings, inmate workers and work unit Inmates, and inmates who sleep in a Facility at night. Such inmates will be included in the daily population count. CONTRACTOR will be responsible for the cost associated with the treatment of any Inmate by an outside facility in accordance with Article VII, subsection H, below.

2. The daily population count shall exclude Inmates on any sort of temporary release or furlough, Inmates on any in-house restriction by any type of electrical or telecommunication device, Inmates on escape status where such an escape activity has ventured beyond the perimeters of a SHERIFF's facility, Inmates on pass, parole or supervised custody who do not sleep in the jail at night, Inmates on loan and in the custody of other police or penal institutions, and Inmates excluded from the count under the terms of this Agreement. CONTRACTOR is not responsible to furnish or pay for health care services for such Inmates while they are outside the Facility and excluded from the daily count. However, if the Inmate is returned to custody, CONTRACTOR agrees to render on-site medical services to Inmates.

H. CATASTROPHIC LIMITS

1. Cost of Medical Treatment and Care:

CONTRACTOR shall be responsible for the cost of all medical treatment and care for Inmates provided at SHERIFF's Facilities or at outside health care facilities ("Offsite Care"), with the exception of certain costs for Offsite Care and costs for the treatment and care of hemophiliac patients, each of which is described as follows:

a. CONTRACTOR shall be responsible for the cost of Offsite Care up to fifty thousand dollars ($50,000.00) per Inmate per any occurrence, injury or illness, per incarceration.

b. CONTRACTOR shall not be responsible for the cost of Offsite Care of any Inmate who is incarcerated on multiple occasions within a contract year (February 1 to January 31) which exceed a cumulative total of fifty thousand dollars ($50,000.00) for all incarcerations during such contract year when such Offsite Care is rendered for the same occurrence, injury or illness as had been rendered in previous incarcerations during the same contract year.

c. If an inmate is incarcerated on multiple occasions within the same contract year and receives Offsite Care for distinct occurrences, injuries, or illnesses on multiple incarcerations within the same contract year, CONTRACTOR's responsibility for Offsite Care shall be in accordance with Article VII, Subsection H.1.a.

d. In the event that an Inmate is receiving Offsite Care outside of SHERIFF's Facilities at the end of a contract year, then the cumulative total described herein shall carry over into the next contract year until such time as the Inmate is returned to SHERIFF's Facilities, at which time the new contract year for such Inmate shall begin for the purposes of determining the cumulative total for that contract year

e. CONTRACTOR shall not be financially responsible for health care costs of any Inmate specifically related to an Inmate's hemophiliac condition (i.e. blood products, pharmacy needs) which exceeds a cumulative total of fifty thousand dollars ($50,000.00) for such hemophiliac condition per incarceration, inclusive of the cost of health care provided at outside facilities and the cost of CONTRACTOR's on-site treatment and care related to such hemophiliac condition.

2. Cost Reimbursement:

The parties agree that for the first calendar year of the Agreement, $2,236,925.00 of the Annual Base Compensation has been designated for Offsite Care. For contract Years Two and Three, the parties will mutually agree on the amount from such contract year's Annual Base Compensation that will be designated to Offsite Care.

In the event that the amount designated for Offsite Care in any contract year exceeds the actual payments by CONTRACTOR for Offsite Care during such contract year, CONTRACTOR shall reimburse SHERIFF the actual difference between the amount designated and the amount paid via a credit on SHERIFF's invoice. The determination of whether a credit is due to SHERIFF will be made no later than six (6) months following the end of each contract year.

I. MATERIAL CHANGES

If SHERIFF takes any action that materially impacts CONTRACTORS obligations herein, the parties agree to meet in good faith to determine whether an increase or decrease in compensation should be made to the Agreement as a result of such action. No changes in the compensation terms of this Agreement shall be effective until an amendment to the Agreement is executed by the parties.

ARTICLE VIII
NONDISCRIMINATION

CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, disability, marital status, or sexual orientation. CONTRACTOR shall take affirmative action to ensure that Inmates, applicants, subcontractors, and employees are treated without discrimination in regard to their age, race, creed, color, religion, sex, national origin, disability, marital status, or sexual

orientation. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further assures that all will require its subcontractors to comply with this Section. CONTRACTOR will notify SHERIFF if CONTRACTOR learns of any violations by any parties to this Section.

ARTICLE IX
RENEGOTIATION

A. In the event federal or state laws or Governing Standards change in such a manner that the provision of services under this Agreement is substantially affected or in the event the SHERIFF substantially changes the scope of services under this Agreement by adding a new product line or treatment protocol for a disease, the parties shall, in good faith, discuss such changes to determine if the Agreement may need to be modified. Either party may then give the other party notice of intent to renegotiate the Agreement.

B. CONTRACTOR agrees to notify SHERIFF within fifteen (15) days of the occurrence of one of the following: (1) thirty percent (30%) or more of CONTRACTOR's stock is sold, or (2) CONTRACTOR enters into an agreement to sell all or a part of its operations to another person or entity.

ARTICLE X
NOTICE

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, overnight delivery with proof of delivery, or mailed via certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

TO CONTRACTOR:

Mr. Bruce Teal
Chief Executive Officer
Armor Correctional Health Services, Inc.
4960 S.W. 72nd Ave, Suite 400
Miami, FL 33055
Phone: (305) 662-8522

With copy to:

Ken Palombo
Chief Operating Officer
Armor Correctional Health Services, Inc.
4960 S.W. 72nd Ave, Suite 400

Miami, FL 33055
Phone: (305) 662-8522

TO SHERIFF:

Scott J. Israel
Sheriff of Broward County
Public Safety Building
2601 West Broward Boulevard
Ft. Lauderdale, FL 33312

With Copies To:

Director of Department of Detention
Broward County Sheriff's Office
555 S.E. 1st Avenue
Fort Lauderdale, FL 33301

and

Ronald M. Gunzburger
General Counsel
Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

ARTICLE XI
INSURANCE

A. Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Article XI.

B. All insurance policies shall be issued by companies that (1) are authorized to do business in the State of Florida, and (2) have a Best's rating of A-VI or better.

C. Except for workers' compensation, employer's liability, and professional liability insurance, all insurance policies shall name the following as additional insureds: the Broward Sheriff's Office, BSO, the SHERIFF, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members.

D. All insurance policies shall name and endorse the following as additional insureds: the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission

members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

E. All insurance policies shall be specific to the services provided to the SHERIFF arising out of or under the terms of this Agreement and shall be on either an occurrence basis or on a claims made basis with the tail coverage as set forth in paragraph H below and shall be endorsed to provide that (1) CONTRACTOR's insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (2) CONTRACTOR's insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. CONTRACTOR shall carry the following minimum types of insurance:

1. Workers' Compensation. CONTRACTOR shall carry Worker's Compensation insurance with the statutory limits which shall include Employers' Liability insurance with a limit of not less than $500,000 for each accident, $500,000 for each disease, and $500,000 for aggregate disease. Policies must be endorsed with waiver of subrogation against BSO and Broward County.

2. Comprehensive General Liability Insurance. CONTRACTOR shall carry Comprehensive General Liability Insurance with limits of not less than One Million ($1,000,000) Dollars per occurrence and an annual aggregate of not less than Three Million ($3,000,000) dollars combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

3. Professional Liability Insurance. CONTRACTOR shall carry Professional Liability coverage for it, each of its employed physicians, and its employees that has a per occurrence limit of not less than One Million ($1,000,000) dollars per claim, and an annual aggregate limit of not less than Three Million ($3,000,000) dollars. CONTRACTOR shall require its subcontractors and independent contractors to carry these same levels of professional liability insurance or the levels required by state statute. CONTRACTOR shall require its insurance carrier to notify SHERIFF's Risk Manager if the reserves against the aggregate reaches Two Million ($2,000,000). Upon such notification, SHERIFF shall have the right to require CONTRACTOR to obtain additional coverage acceptable to SHERIFF at CONTRACTOR's expense.

4. Business Automobile Liability Insurance. CONTRACTOR shall carry Business

Automobile Liability insurance with minimum limits of one million ($1,000,000) dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.

F. CONTRACTOR shall provide Sheriff's Director of Risk Management and Sheriff's Contract Manager with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Article prior to beginning the performance of work under this Contract, and, at any time thereafter, upon request by the SHERIFF.

G. CONTRACTOR's insurance policies will not be canceled, non-renewed, restricted, reduced in coverages or limits, or otherwise materially altered without providing SHERIFF at least thirty (30) days prior written notice. Notice shall be sent to:

Broward Sheriff's Office Attn.: Director, Risk Management 2601 West Broward Boulevard Fort Lauderdale, Florida 33312	and	Broward Sheriff's Office Contract/Lease Manager 2601 West Broward Boulevard Fort Lauderdale, Florida 33312

H. If CONTRACTOR's insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverage(s) may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

I. If any of CONTRACTOR's insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be not less than Three Million ($3,000,000) dollars.

J. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE XII
INDEMNIFICATION

A. CONTRACTOR shall, at all times hereafter, indemnify, hold harmless and defend the Broward Sheriff's Office, the SHERIFF, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors. The Counsel selected by CONTRACTOR to

defend the SHERIFF shall be subject to the SHERIFF's prior written approval, which will not be unreasonably withheld.

B. CONTRACTOR shall inform Sheriff in advance of planned actions and/or conduct related to CONTRACTOR's handling of any such action or claim. SHERIFF shall inform CONTRACTOR of any known restrictions, defenses or limitations which may arise or exist by reason of SHERIFF being a governmental entity.

C. SHERIFF shall not be liable for and CONTRACTOR agrees to indemnify SHERIFF against any liability resulting from illness, of any kind whatsoever, to CONTRACTOR's employees, agents, representatives, designees, subcontractors, or servants during the performance of the services, duties, and responsibilities contemplated herein. Except for injuries caused by the acts or omissions of SHERIFF or his employees, SHERIFF shall not be liable for and CONTRACTOR agrees to indemnify SHERFF against any liability resulting from injury, of any kind whatsoever, to CONTRACTOR's employees, agents, representatives, designees, subcontractors, or servants during the performance of the services, duties, and responsibilities contemplated herein.

D. The above indemnifications provisions shall survive the expiration or termination of this Agreement.

ARTICLE XIII
EMPLOYMENT RESPONSIBILITY

Any employees utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall not be deemed employees of the SHERIFF, and therefore the SHERIFF shall not be responsible for any employment-related costs of such employees.

ARTICLE XIV
CONFIDENTIALITY

To the extent permitted by law, each party shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of the other party, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of the parties, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Agreement. Each party acknowledge that a breach of this confidentiality will cause irreparable injury to the other party, that the remedy at law for any such violation or threatened violation will not be adequate and that the non-breaching party shall be entitled to temporary and permanent injunctive relief.

ARTICLE XV
PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

ARTICLE XVI
DRUG-FREE WORKPLACE

CONTRACTOR shall provide a drug-free workplace program in accordance with applicable laws and in accordance with the Drug Free Workplace Certification attached as Exhibit "D" and incorporated herein.

ARTICLE XVII
INVOLVEMENT IN COMMUNITY BETTERMENT

A. SHERIFF is committed to ensuring equal opportunity in, and equal access for vendors regardless of age, race, creed, color, religion, sex, national origin, disability, marital status, or sexual orientation.

B. SHERIFF requires CONTRACTOR to show a good faith effort to purchase goods, services and materials from minority and women owned vendor supplies and subcontractors. CONTRACTOR is encouraged to partner with the SHERIFF in reinvestment efforts in the local community by displaying community involvement and developing a community involvement reinvestment policy.

ARTICLE XVIII
GENERAL PROVISIONS

A. INDEPENDENT CONTRACTOR STATUS

The SHERIFF expressly acknowledges that CONTRACTOR is an "independent contractor", and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the SHERIFF to exercise control or direction over the manner or method by which CONTRACTOR, its subcontractors or independent contractors perform hereunder. The SHERIFF shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its work and functions other than as provided in this Agreement.

B. ASSIGNMENT

No assignment of this Agreement or the rights and obligations hereunder by CONTRACTOR shall be valid without the express written consent of the SHERIFF, which may be given or withheld, in the SHERIFF's sole discretion.

C. BROKERING

CONTRACTOR shall not broker this Agreement.

D. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Florida. Venue of any action, case or controversy shall be in Broward County, Florida.

E. ENTIRE CONTRACT

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 made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless, the same is in writing and signed by the respective parties hereto. This Agreement has been drafted by both the parties and shall not be deemed or construed in favor of one party or the other.

F. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not be construed as a modification of this Agreement and shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.

G. ENFORCEMENT

In the event either party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs.

H. 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.

I. NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity, including but not limited to Inmates. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

J. FLORIDA'S PUBLIC RECORDS ACT

CONTRACTOR acknowledges that it is familiar with the provisions of Chapter 119 of the Florida Statutes, known as Florida's Public Records Act. CONTRACTOR acknowledges that this Agreement and all of the records generated as a result of this Agreement constitute public records.

CONTRACTOR agrees to keep and maintain public records that ordinarily and necessarily would be required if SHERIFF were performing the services provided by CONTRACTOR pursuant to this Agreement.

CONTRACTOR agrees to provide the public with access to public records on the same terms and conditions that SHERIFF would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

CONTRACTOR agrees to ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

CONTRACTOR agrees to meet all requirements for retaining public records, and to transfer at no cost to SHERIFF all public records in possession of CONTRACTOR upon termination of this Agreement and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, subject to Article V, subparagraph A.2., of this Agreement. CONTRACTOR agrees that all public records stored electronically must be provided to SHERIFF in a format that is compatible with the information technology systems of SHERIFF.

CONTRACTOR understands and agrees that if CONTRACTOR does not comply with a public records request, that SHERIFF may seek liquidated damages in accordance with Article VII, subparagraph D, and/or terminate this Agreement in accordance with Article VI, subparagraph B, of this Agreement.

K. FUNDING SOURCES

Both parties acknowledge that performance of this Agreement and payment for medical services to CONTRACTOR pursuant to this Agreement is predicated on the continued annual appropriations by the Board of County Commissioners of Broward County to the SHERIFF of Broward County with specific funds allocated to meet the medical needs of the Inmates in the county detention system, and the SHERIFF's ability to perform under

this Agreement.

L. AUTHORITY TO EXECUTE AGREEMENT

Each party hereto expressly represents and warrants that the person executing this Agreement on its behalf has full power and authority to do so; and this Agreement is the legal, valid and binding Agreement of each party.

M. SOVEREIGN IMMUNITY

Nothing in this Agreement is intended nor shall it be construed or interpreted to limit, waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

N. PAYMENT OF TAXES

CONTRACTOR shall be fully and solely responsible for all taxes, licenses, permits, certifications, etc. need to perform services under this Agreement. SHERIFF shall not be responsible for payment of any such items. CONTRACTOR certifies that all state and federal tax exemptions applicable to SHERIFF shall be applied.

O. HEADINGS

The headings of this Agreement are inserted for convenience only and are not to be considered in the construction of the provisions of this Agreement and shall not in any way limit the scope or modify the substance or context of any section or paragraph hereof.

P. FORCE MAJEURE

In the event of an act of God, hurricane, tornado, explosions, civil or military authority, acts of public enemy, war, riots, civil disturbances and insurrections, the parties agree as follows:

1. CONTRACTOR shall not be assessed any liquidated damages under Article VII, Section D during the above events.

2. In the event the Facilities are damaged or no longer operational from the above events, the parties agree to meet in good faith to negotiate any staffing adjustments or reassignments.

Q. CONTRACTOR'S RECORDS

SHERIFF shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct

entries related to the Agreement. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to SHERIFF in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for SHERIFF's disallowance and recovery of any payment upon such entry.

[Intentionally Left Blank]

AGREEMENT BY AND BETWEEN SCOTT J. ISRAEL, SHERIFF OF BROWARD COUNTY, FLORIDA AND ARMOR CORRECTIONAL HEALTH SERVICES, INC.

WHEREAS, the parties hereto have set their hands and seals this 10 day of Feb. 2014.

FOR CONTRACTOR:

ARMOR CORRECTIONAL HEALTH SERVICES, INC.

By: _____
Karen Davies, Regional Vice President

Attest: _____

Date: 2/10/14

Federal Employer Identification Number of

_____

FOR SHERIFF:

BROWARD SHERIFF'S OFFICE

By: _____
Scott J. Israel, as Sheriff of Broward County

Date: 2·11·14

Approved as to form and legal sufficiency
Subject to execution by the parties:

By: _____
Ronald M. Gunzburger
General Counsel

Date: 02/10/14

Exhibit "A" – Sheriff Owned Equipment
Exhibit "B" – Formulary
Exhibit "C" - Staffing Patterns
Exhibit "D" – Drug Free Workplace