

16

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION:

- 2. AGENDA ITEM:** ☐ Appointments ☐ Bids/Purchases ☐ Claims
- ☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
- ☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
- ☐ Resolutions ☐ Other

3. DEPARTMENT: Sheriff's

APPLICANT: CHM

AGENT: Capt Bill Long

Correctional Healthcare Management

4. DESCRIPTION: renewal of the healthcare contract for the Adult Detention Center

Amount \$100,437.93 per month
\$1,205,252.74 annually

From July 1, 2012 To June 30, 2013

5. DOCUMENTATION: 2 Originals and (4) four copies

Commissioner

Clerks Use Only:

Signatures

Woodhouse _____

Thompson _____

Humphrey _____

Action _____

Postponed/Tabled _____

Co Att'y _____

Assist Co Att'y _____

Grants Manager _____

Outside Agency _____

Price Quote for Health Services at the Laramie County Detention Facility
Effective July 1, 2012 to June 30, 2013

Correctional Healthcare Companies (CHC) will continue providing professional healthcare services to Laramie County Detention Facility in accordance with the contract executed on July 1, 2010. Please refer to the contract for complete scope of staffing and services provided. In addition, the following changes will be incorporated into the renewal contract as discussed amongst the parties (please see attached proposed staffing plan):

- Increase Registered Nurse hours from 120 hours per week to 132 hours per week

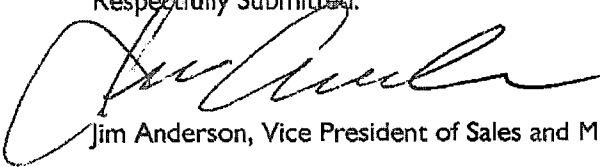
CHC submits the following Cost Proposal to Laramie County for the renewal period, incorporating all services that will be provided to the County:

\$93,504.03 per month (Current Cost)
* 3.73% CPI increase
= \$96,991.73 per month
+ \$ 3,446.00 per month of Changes to Staffing / Services
= **\$100,437.73 per month**
\$1,205,252.76 annually

For professional health care services rendered to the Laramie County Detention Facility, CHC will charge \$100,437.73 per month from July 1, 2012 through June 30, 2013. All terms of the current Agreement, including any changes detailed above, shall remain in full force and effect through June 30, 2013.

The terms of this price quote shall expire May 31, 2012, if not accepted prior to that date by Laramie County.

Respectfully Submitted:



Jim Anderson, Vice President of Sales and Marketing Support

The undersigned is authorized by Laramie County to accept the above terms. Once we receive a signed copy of this quote, CHC's legal department will draft a contract extension for the County.

Authorized Laramie County Representative

Date Signed

**RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY**



Laramie County Detention Center ADP 250											
Staffing Matrix July 1, 2012 to June 30, 2013											
Position	Shift	Scheduled Hours							Total Hours	FTEs	Total FTEs
		SUN	MON	TUE	WED	THU	FRI	SAT			
H.S.A/RN ^a	Day		8.00	8.00	8.00	8.00	8.00	8.00	40.00	1.00	1.00
	Evening										
	Night										
RN	Day	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10	3.30
	Evening	6.00	3.00	10.00	10.00	10.00	6.00	3.00	48.00	1.20	
	Night										
NP ^{a*}	Day				6.00				6.00	0.15	0.15
	Evening										
	Night										
LPN	Day	6.00	8.00	8.00	8.00	8.00	8.00	8.00	54.00	1.35	5.00
	Evening	10.00	10.00	10.00	10.00	10.00	10.00	10.00	70.00	1.75	
	Night	12.00	12.00	8.00	8.00	12.00	12.00	12.00	76.00	1.90	
Clerical	Day		8.00	8.00	8.00	8.00	8.00		40.00	1.00	1.00
	Evening										
	Night										
Dentist	Day				2.00				2.00	0.05	0.05
	Evening										
	Night										
Totals		46.00	61.00	64.00	72.00	68.00	64.00	45.00	420.00	10.50	10.50

^aOn call 24/7/365

^aSpecific days may vary

AGREEMENT FOR INMATE HEALTH CARE SERVICES
AT LARAMIE COUNTY, WYOMING
Effective July 1, 2010 through June 30, 2011

This Agreement for Inmate Health Services (hereinafter, the "AGREEMENT") entered into by and between the County of Laramie, a municipality in the State of Wyoming, (hereinafter, the "COUNTY") acting by and through its duly elected Board of COUNTY Commissioners, (hereinafter the "BOARD") and Correctional Healthcare Management, Inc., (hereinafter, "CHM") a Colorado corporation doing business in the state of Wyoming.

RECITALS

WHEREAS, the COUNTY and the duly elected Sheriff (hereinafter the "SHERIFF") are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Laramie County Detention Facility (hereinafter, "JAIL"); and

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

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

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

DEFINITIONS

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

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

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

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

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

HEALTH CARE STAFF – Medical, mental health and support staff provided by CHM.

CHM CHIEF MEDICAL OFFICER – CHM's Chief physician who is vested with certain decision making duties under this AGREEMENT.

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

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

NCCHC – The National Commission on Correctional Health Care.

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

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

SPECIALTY SERVICES - Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or any other specialized field of medicine.

ARTICLE I

HEALTH CARE SERVICES

- 1.0 **SCOPE OF SERVICES.** CHM shall administer health care services and related administrative services at the JAIL according to the terms and provisions of this AGREEMENT. CHM will provide utilization management, extend all provider

discounts to the COUNTY and pay these expenses on behalf of the COUNTY. The costs of the various health care services shall be borne by CHM or the COUNTY as set forth in this Article.

- 1.1 GENERAL HEALTH CARE SERVICES. CHM will arrange and bear the cost of the following health care services:
 - 1.1.1 HEALTH ASSESSMENT. A health assessment of a COVERED PERSON shall be performed as soon as possible, but no later than fourteen (14) calendar days after the INMATE/DETAINEE's arrival at the JAIL. The health assessment shall follow current NCCHC guidelines.
 - 1.1.2 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and in a clinical setting. A PHYSICIAN EXTENDER will be available to see COVERED PERSONS at least once per week.
- 1.2 AMBULANCE SERVICE. CHM shall arrange and bear the cost of emergency ambulance services for COVERED PERSONS. Costs for such services shall be included in the CAP AMOUNT listed in **Section 1.18**.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. CHM HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.), except within guidelines established by the NCCHC. If CHM HEALTH CARE STAFF collect physical evidence, the COUNTY shall be responsible for arranging any testing and bear the cost of collection and testing the collected evidence. After collecting evidence, CHM HEALTH CARE STAFF shall turn the specimen over to the SHERIFF or a court-designated representative for completion of chain-of-custody evidence.
- 1.4 DENTAL - ORAL SCREENING AND EMERGENCY DENTAL ONLY. CHM shall arrange and bear the cost of oral screening (as defined by NCCHC guidelines) of all COVERED PERSONS. CHM shall arrange and bear the cost of emergency dental services only if CHM's CHIEF MEDICAL OFFICER determines that such care is medically necessary. In the event that the JAIL POPULATION requires any other dental services, the COUNTY shall bear the cost. If the dental services cannot be rendered on-site, CHCC shall arrange and bear the cost of off-site dental services. Costs for such off-site services shall be included in the CAP AMOUNT listed in **Section 1.18**.
- 1.5 ELECTIVE MEDICAL CARE - NOT COVERED. CHM shall not be responsible for the provision or cost of any elective care. In the event a member of the JAIL POPULATION requires elective care, the INMATE/DETAINEE or COUNTY shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of CHM's

CHIEF MEDICAL OFFICER, cause the INMATE/DETAINEE'S health to deteriorate or cause harm to the INMATE/DETAINEE'S well being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

- 1.6 HOSPITALIZATION. CHM will arrange and bear the cost of hospitalization for a COVERED PERSON who, in the opinion of the treating physician and/or CHM's CHIEF MEDICAL OFFICER, requires hospitalization. Costs for such services shall be included in the CAP AMOUNT listed in **Section 1.18**.
- 1.7 LONG TERM CARE – NOT COVERED. CHM shall not be responsible for the provision or cost of any long term care facility services. In the event that a member of the JAIL POPULATION requires skilled care, custodial care or other services of a long term care facility, the COUNTY shall bear the cost.
- 1.8 MEDICAL EQUIPMENT OVER \$100. In the event that the Parties mutually agree that medical equipment in excess of \$100 per unit cost is required to assist in providing health care services to COVERED PERSONS under this AGREEMENT, the COUNTY shall bear the cost of such equipment.
- 1.9 MEDICAL SUPPLIES/EQUIPMENT OF \$100 OR LESS. CHM shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the AGREEMENT, which have a unit cost of \$100 or less, but does not include office and paper supplies.
- 1.10 MEDICAL WASTE. CHM shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this AGREEMENT in accordance with all applicable state laws and OSHA-regulated standards.
- 1.11 MENTAL HEALTH – NOT COVERED. CHM shall not be responsible for the provision or cost of any mental health services. The COUNTY shall be responsible for the provision or cost of mental health services for the JAIL POPULATION.
- 1.12 OFFICE SUPPLIES AND EQUIPMENT. CHM shall be responsible for providing office supplies and office equipment, such as copier, fax and phone service as required for the administrative operations of the medical unit.
- 1.13 PATHOLOGY/RADIOLOGY SERVICES. CHM shall arrange and bear the cost of all pathology and radiology services (also referred to as laboratory and x-ray services) for COVERED PERSONS. CHM shall arrange on-site pathology and radiology services to the extent reasonably possible. To the extent pathology and radiology services are required and cannot be rendered on-site, CHM shall make appropriate off-site arrangements for rendering such care. CHM will arrange and

coordinate with the SHERIFF's office for the transportation for such off-site services. Costs for such services shall be included in the CAP AMOUNT listed in **Section 1.18.**

- 1.14 PHARMACY SERVICES. CHM shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Except as provided below, CHM shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed CHM physician for a COVERED PERSON. EXCEPTION: CHM shall only bear the cost of CHM physician approved non-prescription over-the-counter medication issued to COVERED PERSONS from OTHER COUNTIES and the COUNTY shall bear the cost of all prescription medications issued to COVERED PERSONS from OTHER COUNTIES.

1.14.1 GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified health care provider.

1.14.2 LIMITS. CHM's maximum liability for costs associated with the provision of pharmacy services which include the services in paragraph 1.14 shall be Eighty Thousand Dollars (\$80,000.00) per CONTRACT YEAR in the aggregate, to be pro-rated for any partial CONTRACT YEARS (the "PHARMACY CAP AMOUNT"). When the PHARMACY CAP AMOUNT amount in this paragraph is reached, CHM will continue to provide utilization management, extend all provider discounts to the COUNTY and pay these expenses on behalf of the COUNTY, as long as the COUNTY remains current with payments due under this AGREEMENT. Amounts paid by CHM which are over the aggregate amount in this paragraph will be periodically reconciled with the COUNTY pursuant to paragraph 8.1.

1.14.3 EXCEPTIONS. CHM shall not be responsible for the cost of medications related to the treatment of AIDS, HIV, Hepatitis C, organ transplants and neuromuscular disease, and Biological medications shall be defined in accordance with the Physician's Desk Reference.

- 1.15 PREGNANT COVERED PERSONS. CHM shall arrange and bear the cost of health care services for any pregnant COVERED PERSON in accordance with NCCHC standards and this AGREEMENT, but CHM shall not arrange or bear the cost of any health care services for infants.

- 1.16 SPECIALTY SERVICES. In the event it is determined that a COVERED PERSON requires SPECIALTY SERVICES, CHM shall arrange and bear the cost of such services. CHM's authorized physician will make such determination and refer COVERED PERSONS for SPECIALTY SERVICES when, in the physician's professional opinion, it is deemed medically necessary. CHM's

authorized personnel will make a recommendation and obtain approval from the SHERIFF's office for SPECIALTY SERVICES prior to making arrangements for such services. CHM shall arrange on-site SPECIALTY SERVICES to the extent reasonably possible. To the extent SPECIALTY SERVICES are required and cannot be rendered on-site, CHM shall make appropriate off-site arrangements for rendering such care. In the event that SPECIALTY SERVICES are rendered off-site but do not require hospitalization, CHM will arrange and bear the cost only if the CHM CHIEF MEDICAL OFFICER approves such SPECIALTY SERVICES. Costs for such off-site services shall be included in the CAP AMOUNT listed in **Section 1.18.**

- 1.17 VISION CARE – NOT COVERED. CHM shall not be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event that any COVERED PERSON requires vision services, including an ophthalmologist's services, the COUNTY shall bear the cost of such vision or eye care services.
- 1.18 FINANCIAL LIMITATIONS. CHM's maximum liability for costs associated with the provision of off-site medical or other healthcare services which include, but are not limited to, the services in paragraphs 1.2, 1.4, 1.6, 1.13, and 1.16 shall be Twenty-Five Thousand Dollars (\$25,000.00) in the aggregate per CONTRACT YEAR, to be pro-rated for any partial contract years (the "CAP AMOUNT"). Costs for any medical or other health services, as set forth above, which are provided to INMATES/DETAINEES during the CONTRACT YEAR which are in excess of the CAP AMOUNT shall be the responsibility of the COUNTY. When the CAP AMOUNT for the CONTRACT YEAR is reached, CHM will continue to provide utilization management, extend all provider discounts to the COUNTY and pay these expenses on behalf of the COUNTY, as long as the COUNTY remains current with payments due under this AGREEMENT. Amounts paid by CHM which are over the CAP AMOUNT will be periodically reconciled with the COUNTY pursuant to paragraph 8.1.

ARTICLE II

HEALTH CARE STAFF

- 2.0 STAFFING HOURS. CHM shall provide HEALTH CARE STAFF necessary to render the health care services contemplated in Article I as set forth below:
 - 2.0.1 A total of 40 hours per week of Medical Records Clerk services to be assigned by CHM.
 - 2.0.2 A total of 40 hours per week of Healthcare Services Administrator services to be assigned by CHM
 - 2.0.3 A total of 120 hours per week of Registered Nurse services to be assigned by CHM.

- 2.0.4 A total of 200 hours per week of Licensed Practical Nurse services to be assigned by CHM.
- 2.0.5 Up to 6 hours per week of PHYSICIAN EXTENDER services to be assigned by CHM.
- 2.0.6 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice;
- 2.0.7 CHM shall provide an on-call physician and/or nurse available by telephone or pager, 24 hours per day and 7 days per week.
- 2.0.8 Said hours may be re-allocated and subject to change as determined by mutual agreement of the SHERIFF and CHM, but shall in all respects be consistent with the medical recommendations of CHM's licensed physician.
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the SHERIFF and CHM.
- 2.2 STAFFING CHANGES. CHM shall not change members of the HEALTH CARE STAFF without prior notice to the SHERIFF.
- 2.3 STAFF SCREENING. The COUNTY and SHERIFF shall screen CHM's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the JAIL to ensure they do not constitute a security risk. The SHERIFF shall have final approval of CHM's HEALTH CARE STAFF, employees, agents and/or subcontractors in regards to security/background clearance.
- 2.4 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the SHERIFF becomes dissatisfied with any member of the HEALTH CARE STAFF, the SHERIFF shall provide CHM written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CHM shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the SHERIFF within ten (10) business days following CHM's receipt of the notice, CHM shall remove the individual from providing services at the JAIL within a reasonable time frame considering the effects of such removal on CHM's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The SHERIFF reserves the right to revoke the security clearance and prohibit the admission of any HEALTH CARE STAFF to the JAIL for security reasons at any time.

ARTICLE III
ADMINISTRATIVE SERVICES

- 3.0 HEALTH EDUCATION AND TRAINING. CHM shall conduct an ongoing health education and training program for the COUNTY Deputies and Jailers in accordance with the needs mutually established by the COUNTY and CHM.
- 3.1 QUARTERLY REPORTS. As requested by the SHERIFF, CHM shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the JAIL POPULATION.
- 3.2 QUARTERLY MEETINGS. As requested by the SHERIFF, CHM shall meet quarterly, or as soon thereafter as possible, with the SHERIFF, or designee, concerning health care services within the JAIL and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
- 3.3 MEDICAL RECORDS MANAGEMENT. CHM shall provide the following medical records management services:
 - 3.3.1 MEDICAL RECORDS. CHM HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the JAIL to another location for off-site services or transferred to another institution. HPL will keep medical records confidential and shall not release any information contained in any medical record except as required by published JAIL policies, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the SHERIFF, as property of the SHERIFF's office.
 - 3.3.2 ELECTRONIC MEDICAL RECORDS. CHM shall provide and maintain an electronic medical records software program for use at the JAIL according to the terms attached hereto as Exhibit A.
 - 3.3.3 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.
 - 3.3.4 RECORDS AVAILABILITY. CHM shall make available to the SHERIFF or COUNTY, unless otherwise specifically prohibited, at the

SHERIFF's or COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the JAIL POPULATION hereunder.

ARTICLE IV

PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 GENERAL. Except as otherwise provided in this AGREEMENT, CHM shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.
- 4.1 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. CHM shall arrange for on-site first response emergency medical care as required for JAIL employees, contractors and visitors to the JAIL. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
- 4.2 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that CHM is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the custody of, or under the jurisdiction of, the JAIL. In no event shall CHM be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the JAIL including, but not limited to, releasees, parolees and escapees unless said individual is properly admitted to, or re-admitted to the jail.. Furthermore, in no event shall CHM be responsible for payment of costs associated with any medical services rendered to a COVERED PERSON when said COVERED PERSON is injured outside the JAIL facility during transport to or from the JAIL unless said person is properly admitted to, or re-admitted to the facility.

ARTICLE V

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 OTHER COUNTY INMATES/DETAINEES. CHM shall only be responsible for arranging health assessments, sick call, over-the counter medications, medical supplies and medical waste services for OTHER COUNTY INMATES/DETAINEES. The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for the OTHER COUNTY INMATE/DETAINEE, including those services listed in Article I of this AGREEMENT and all other medically-related expenses associated with OTHER COUNTY INMATES/DETAINEES.
- 5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. CHM shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other

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

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

ARTICLE VI

COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. CHM shall not be responsible for any expenses not specifically covered under Articles I, II and III of this AGREEMENT.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both parties understand and agree that there are certain occurrences, both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of

such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the COUNTY or SHERIFF or their employees, agents or contractors, which results in medical care for the JAIL POPULATION, JAIL staff, visitors, or contractors, CHM shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the COUNTY. Notwithstanding the above, CHM shall be responsible for medical costs associated with such an event only if such an event was caused solely by CHM.

ARTICLE VII

COUNTY'S DUTIES AND OBLIGATIONS

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, JAIL, and SHERIFF and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CHM shall identify to the SHERIFF those members of the JAIL POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the JAIL or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the SHERIFF shall make every effort to have such an INMATE/DETAINEE released, transferred or otherwise removed from the correctional setting.
- 7.2 RECORD ACCESS. During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the SHERIFF shall provide CHM, at CHM's request, the COUNTY, JAIL and/or SHERIFF'S records (including medical records) relating to the provision of health care services to the JAIL POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the JAIL POPULATION (to the extent the COUNTY, JAIL or SHERIFF has control of, or access to, such records). CHM may request such records in connection with the investigation of, or defense of, any claim by a third party related to CHM's conduct or to prosecute a claim against a third party. Any such information provided by the SHERIFF to CHM that the SHERIFF considers confidential shall be kept confidential by CHM and shall not, except as may be required by law, be distributed to any third party without prior written approval by the SHERIFF.
- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. INMATES/DETAINEES of the JAIL shall not be employed or otherwise engaged or utilized by either CHM or the SHERIFF in rendering any health care services to the JAIL POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of

health care services directly to the JAIL POPULATION and not involving access to JAIL POPULATION records in accordance with NCCHC standards.

- 7.4 SECURITY OF THE JAIL FACILITY AND CHM. CHM and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CHM, as well as for the security of the JAIL POPULATION and SHERIFF'S staff, consistent with a correctional setting. The SHERIFF shall provide security sufficient to enable CHM, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. CHM, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the SHERIFF while at the JAIL or other premises under the SHERIFF's direction or control.
- 7.5 SHERIFF'S POLICIES AND PROCEDURES. CHM, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY'S and/or SHERIFF'S posted security Policies and Procedures, which impact the provision of medical services.
- 7.5.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CHM at the JAIL, and CHM may make a reasonable number of copies of any specific section(s) it wishes using the SHERIFF'S photocopy equipment and paper.
- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the JAIL POPULATION which has not been made available to CHM shall not be enforceable against CHM unless otherwise agreed upon by both parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to CHM. CHM, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CHM.
- 7.5.4 If any of the COUNTY and/or SHERIFF's Policies and Procedures specifically relate to the delivery of medical services, the COUNTY and/or SHERIFF's representative and CHM shall review the COUNTY and/or SHERIFF's Policies and Procedures and modify or remove those provisions that conflict with CHM's Jail Health Care Policies and Procedures.
- 7.6 DAMAGE TO EQUIPMENT. CHM shall not be liable for loss of or damage to equipment and supplies of CHM, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY and/or SHERIFF's employees.

- 7.7 SECURE TRANSPORTATION. The SHERIFF shall provide security as necessary and appropriate in connection with the transportation of a member of the JAIL POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by CHM. CHM shall coordinate with the SHERIFF's office for transportation to and from the off-site services provider or hospital.
- 7.8 OFFICE EQUIPMENT AND SUPPLIES. The SHERIFF shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the JAIL health care facilities. At the termination of this AGREEMENT, CHM shall return to the COUNTY possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 7.9 NON-MEDICAL CARE OF JAIL POPULATION. It is understood that the SHERIFF shall provide for all the non-medical personal needs and services of the JAIL POPULATION as required by law. CHM shall not be responsible for providing, or liable for failing to provide, non-medical services to the JAIL POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.10 JAIL POPULATION INFORMATION. In order to assist CHM in providing the best possible health care services to COVERED PERSONS, the SHERIFF shall provide, as needed, information pertaining to the COVERED PERSON that CHM and the SHERIFF mutually identify as reasonable and necessary for CHM to adequately perform its obligations under this AGREEMENT.

ARTICLE VIII **COMPENSATION/ADJUSTMENTS**

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to CHM under this AGREEMENT is One Million Eighty-Three Thousand Nine Hundred Ninety-Nine Dollars and ninety-five cents (\$1,083,999.95) for a period of twelve (12) months. Each monthly payment shall be at Ninety-Thousand Three Hundred Thirty-Three Dollars and Thirty-Three cents (\$90,333.33), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CHM on the 1st day of July, 2010 for services administered in the month of July, 2010. Each monthly payment thereafter is to be paid by the COUNTY to CHM before or on the 1st day of the month of the month of service.
- 8.1 MONTHLY RECONCILIATION PROCESS. CHM will provide a monthly reconciliation with the COUNTY for any amounts owed by either party pursuant to the terms of this AGREEMENT, including, but not limited to:

- 8.1.1 ADJUSTMENT FOR MADP. The monthly reconciliation shall include a per diem adjustment based on the MADP of 250 COUNTY INMATES/DETAINEES. For each month in the quarter reconciled, if the JAIL's MADP is greater than 250 COUNTY INMATES/DETAINEES, the compensation payable to CHM by the COUNTY shall be increased by the number of INMATES/DETAINEES over 250 at the per diem rate of \$0.49.
- 8.1.2 ADJUSTMENT FOR COSTS IN EXCESS OF CAP AMOUNTS. The monthly reconciliation shall include any amounts paid by CHM in excess of the financial limits listed in this AGREEMENT. The compensation payable to CHM by the COUNTY shall be increased by any costs paid by CHM in excess of the financial limits listed in 1.14.2 and 1.18.
- 8.1.3 ADJUSTMENT FOR ELECTRONIC MEDICAL RECORDS. The monthly reconciliation shall include a per diem adjustment for electronic medical records based on the JAIL's MADP. For each month reconciled, the compensation payable to CHM by the COUNTY shall be increased by the per diem rates set forth in Exhibit A.

ARTICLE IX

TERM AND TERMINATION

- 9.0 TERM. The term of this AGREEMENT shall be one (1) year from July 1, 2010 at 12:01 a.m. through June 31, 2011 at 11:59 p.m. This AGREEMENT may be renewed for additional one year periods on July 1st of each subsequent year with mutually agreed upon increases, unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article.
- 9.0.1 RENEWAL. Upon each subsequent renewal of this AGREEMENT pursuant to paragraph 9.0, an increase in the annual compensation amount shall be negotiated between the parties. Should the parties reach said agreement after the renewal date, the agreed upon increase shall be retroactive to the date of the renewal. CHM reserves the right to evaluate and recommend staffing increases to be mutually agreed upon by both parties.
- 9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the BOARD of the COUNTY.
- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CHM, the COUNTY and the SHERIFF shall act in good faith and make every effort to give CHM reasonable advance notice of any potential problem with funding or appropriations.

- 9.1.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY and SHERIFF may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CHM.
- 9.2 TERMINATION DUE TO CHM'S OPERATIONS. The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to CHM in the event that CHM discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.
- 9.3 TERMINATION FOR CAUSE. The AGREEMENT may be terminated for cause under the following provisions:
- 9.3.1 TERMINATION BY CHM. Failure of the COUNTY and/or SHERIFF to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by CHM upon sixty (60) days advance written notice to the COUNTY specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, the COUNTY shall have ten (10) days to provide a written response to CHM. If the COUNTY provides a written response to CHM which provides an adequate explanation for the "basis for termination" and the COUNTY cures the "basis for termination" to the satisfaction of the CHM, the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to CHM.
- 9.3.2 TERMINATION BY COUNTY. Failure of CHM to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the SHERIFF or the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice CHM shall have ten (10) days to provide a written response to the COUNTY. If CHM provides a written response to the COUNTY which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the SHERIFF, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the SHERIFF or the COUNTY.

- 9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the SHERIFF, the COUNTY or CHM may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days advance written notice to the other party.
- 9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay CHM for all services rendered by CHM up to the date of termination of the AGREEMENT regardless of the COUNTY'S failure to appropriate funds.
- 9.6 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this AGREEMENT, CHM shall be allowed to remove from the JAIL any stock medications or supplies purchased by CHM that have not been used at the time of termination. CHM shall also be allowed to remove its property from the JAIL including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

ARTICLE X

LIABILITY AND RISK MANAGEMENT

- 10.0 INSURANCE COVERAGE. CHM shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:
- 10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/ Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.3 WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law.
- 10.1 ENDORSEMENTS. The Comprehensive General Liability policy shall contain additional endorsements naming the JAIL as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.
- 10.2 PROOF OF INSURANCE. CHM shall provide the COUNTY proof of professional liability or medical malpractice coverage for CHM's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. CHM shall promptly notify the SHERIFF, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CHM fails to provide proof of adequate insurance

within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY or the SHERIFF pursuant to the terms of Article IX.

- 10.3 **INDEMNIFICATION.** CHM shall indemnify and hold Laramie County harmless from and against all loss, cost or expense whatsoever resulting from any claim, demand, action, cause of action or suit arising from or relating to the provision of services contemplated by this Agreement, including but not limited to claims arising from or related to determinations of "medical necessity." CHM shall, at Laramie County's request, undertake in its name the defense of all actions arising from such occurrence while Laramie County is a defendant. CHM shall also pay all costs, damages, expenses and reasonable attorney's fees incurred by Laramie County in connection with any such claims and shall not settle any such claim against Laramie County without the consent of Laramie County, which consent shall not be unreasonably withheld. In the alternative, Laramie County may undertake its own defense, but such undertaking shall not limit CHM's obligation to pay all costs, expenses and damages, if any, associated therewith. CHM's responsibilities pursuant to the Indemnification provision shall include, but not be limited to, claims made for violations of civil rights through government action brought pursuant to 42 U.S.C. § 1983.
- 10.4 **HIPAA.** CHM, the COUNTY, JAIL, and SHERIFF and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of the HIPAA as it applies to the services provided under this AGREEMENT. Each party to this Agreement shall be responsible for any liability arising from its own conduct under this subsection in regard to compliance with HIPAA. Neither party agrees to insure, defend or indemnify the other in regard to claims of violations of HIPAA.
- 10.5 **SURVIVABILITY.** The obligations under this Article X shall survive the termination of this AGREEMENT.

ARTICLE XI **MISCELLANEOUS**

- 11.0 **INDEPENDENT CONTRACTOR STATUS.** It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY or SHERIFF to exercise control or direction over the manner or methods by which CHM, its employees, agents or subcontractors perform hereunder, or CHM to exercise control or direction over the manner or methods by which the COUNTY or the SHERIFF, and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT.

- 11.1 SUBCONTRACTING. In order to discharge its obligations hereunder, CHM may engage certain physicians as independent contractors rather than employees ("Contract Professionals"). CHM shall not engage any Contract Professional that does not meet the applicable professional licensing requirements and CHM shall exercise administrative supervision over such Contract Professionals as necessary to insure the strict fulfillment of the obligations contained in this AGREEMENT. As the relationship between CHM and these Contract Professionals will be that of independent contractor, CHM will not be considered or deemed to be engaged in the practice of medicine. Services provided by Contract Professionals under this AGREEMENT shall be provided in a manner reasonably consistent with the independent medical judgment the Contract Professional is required to exercise.
- 11.2 AGENCY. For purposes of asserting any statutory rights afforded to the COUNTY or the JAIL to pay providers for medical services at certain reduced rates, COUNTY and/or SHERIFF designate CHM as their agent to assert such rights and privileges.
- 11.3 EQUAL EMPLOYMENT OPPORTUNITY. CHM will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CHM will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.4 WAIVER OF BREACH. The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that CHM is neither bound by or aware of any other existing contracts to which either the SHERIFF or the COUNTY are a party and which relate to the providing of health care to INMATES/DETAINEES at the JAIL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.6 FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes,

lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

11.7 ASSIGNMENT. No party to this AGREEMENT may assign or transfer this AGREEMENT, or any part thereof, without the written consent of the other parties.

11.8 COUNTY APPROVAL. COUNTY approval of the work or services provided in furtherance of this Agreement shall not in any way relieve CHM of responsibility for compliance with the terms herein or other applicable law, regulation or applicable industry and professional standards. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

11.9 GOVERNMENTAL IMMUNITY. COUNTY does not waive its Governmental/Sovereign Immunity, as provided by an applicable law including Wyo. Stat. § 1-39-101 et seq., by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Agreement

11.10 AVAILABILITY OF FUNDS. COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CHM, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CHM at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least sixty (60) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least sixty (60) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

11.11 NOTICES. Any notice of termination, requests, demands or other communications under this AGREEMENT shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) upon receipt when mailed by first-class certified mail, return receipt requested, addressed to the party at the address below; or (c) upon

confirmation of receipt if sent by facsimile to the fax numbers of the parties listed below:

If for CHM:	If for COUNTY:
Correctional Healthcare Management, Inc.	Laramie County
General Counsel	County Attorney
6200 South Syracuse Way, Suite 440	PO Box 608
Greenwood Village, CO 80111	Cheyenne, WY 82003

If for CHM: (309) 272-1643	If for COUNTY: (307) 633-4370
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Such address or facsimile number may be changed from time to time by either party by providing written notice as provided above.

- 11.12 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Wyoming without regard to the conflicts of laws or rules of any jurisdiction.
- 11.13 COUNTERPARTS. This AGREEMENT may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.14 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.15 SEVERABILITY. In the event that any one or more provisions of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.16 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time, but only with the written consent of all parties.

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

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Laramie, Wyoming

By: Jeff Ketcham
Jeff Ketcham
Title: County Board Chairman

Date: May 4, 2010

By: Debbye B. Lathrop
Debbye B. Lathrop
Title: County Clerk

Date: 5-4-10

Correctional Healthcare Management, Inc.

By: Douglas D. Goetz
Douglas D. Goetz
Title: Chief Executive Officer

Date: 4/28/10

Reviewed and Approved as to Form:

By: _____
Name:
Title: County Attorney

Date: _____

Exhibit A

ELECTRONIC MEDICAL RECORDS at LARAMIE COUNTY, WYOMING Effective July 1, 2010

DEFINITIONS

EMR SOFTWARE – The VIZION software package developed and distributed by CHM, including the original computer software, computer program, source code, object code, algorithms and related documentation to enable the creation, maintenance, storage and access of electronic medical records and includes all enhancements, upgrades, modifications and additions.

SERVER – The single computer server owned, operated and maintained by CHM.

1.0 EMR SOFTWARE USE.

1.0.1. GENERAL USE. For the duration of the AGREEMENT, CHM will maintain one copy of the EMR SOFTWARE on its SERVER for use by CHM HEALTH CARE STAFF at the JAIL.

1.0.2. EMR SOFTWARE USE UPON TERMINATION. Upon termination of the AGREEMENT, CHM shall provide COUNTY a stand alone, read only program which will allow the SHERIFF to search for, view and print medical records pertaining to INMATES/DETAINEES. Such data shall be in the same format the data was stored preceding termination of this AGREEMENT.

1.0.3. COMPENSATION. The compensation payable to CHM by the COUNTY for the CONTRACT YEAR shall be a monthly maintenance fee of Five Hundred Dollars (\$500.00), unless the MADP exceeds Two Hundred and Fifty (250), in which case the monthly maintenance fee shall be calculated by multiplying the per diem rate listed below by the MADP of the JAIL. CHM shall periodically reconcile with the COUNTY pursuant to Section 8.1.3 of the AGREEMENT. The per diem rates listed below may be adjusted upon agreement of COUNTY and CHM.

Payment Period	Per Diem Rate
July 1, 2010 through June 30, 2011	\$2.00

Upon expiration of the July 1, 2010 through June 30, 2011 payment period, an increase in the per diem amount shall be negotiated by the parties.

- 2.0 INTELLECTUAL PROPERTY AND OTHER PROPRIETARY INFORMATION. CHM has created, acquired or otherwise has intellectual property rights in the EMR SOFTWARE and all copies thereof. This AGREEMENT does not grant COUNTY or SHERIFF any intellectual property rights in the EMR SOFTWARE and all such rights are reserved by CHM. The EMR SOFTWARE and all CHM documents or images used in its application, including but not limited to CHM Nursing Protocols, are the confidential and proprietary information of CHM and may not be copied or reproduced by COUNTY or SHERIFF. CHM has no ownership or claim of ownership in any medical data that is accessed via the EMR SOFTWARE.
- 3.0 RESTRICTIONS. COUNTY and SHERIFF shall not: (1) disassemble, decompile, unbundle, reverse engineer, or translate any part of the EMR SOFTWARE, or otherwise reduce to a human perceivable form, or otherwise attempt to reconstruct or discover the source code of the EMR SOFTWARE; (2) modify, copy, duplicate, reproduce, license, or transfer or convey the EMR SOFTWARE; (3) customize, modify, translate or extend the functionality of the EMR SOFTWARE.
- 4.0 LIMITATION ON CHM's OBLIGATIONS. CHM is not responsible for any issues, support, or loss of functionality that may result from COUNTY or SHERIFF installing and using third-party software on or with the EMR SOFTWARE. Furthermore, CHM shall not be liable for any loss of use, lost or damaged data, any inability to access or retrieve data, including any loss, damages, claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, resulting from or caused directly or indirectly be reason of any error, omission, negligence, or wrongful act by the COUNTY or SHERIFF, their officers, agents and/or employees.
- 5.0 NO WARRANTIES. The EMR SOFTWARE is provided "as is", without warranty or representation of any kind, whether express or implied, or arising from common law, custom, usage or otherwise, or statutory, including without limitation, any implied warranties or non-infringement, merchantability, and fitness for a particular purpose, or pertaining to title, integration, accuracy, security or availability.
- 6.0 EMR SOFTWARE UPDATES. During the term of this AGREEMENT, CHM will provide COUNTY any available updates, modifications or enhancements which improve the speed, efficiency, or ease of use of the EMR SOFTWARE, or add additional capabilities to the EMR SOFTWARE.

Price Quote for Health Services at the Laramie County Detention Facility Effective July 1, 2012 to June 30, 2013

Correctional Healthcare Companies (CHC) will continue providing professional healthcare services to Laramie County Detention Facility in accordance with the contract executed on July 1, 2010. Please refer to the contract for complete scope of staffing and services provided. In addition, the following changes will be incorporated into the renewal contract as discussed amongst the parties (please see attached proposed staffing plan):

- Increase Registered Nurse hours from 120 hours per week to 132 hours per week

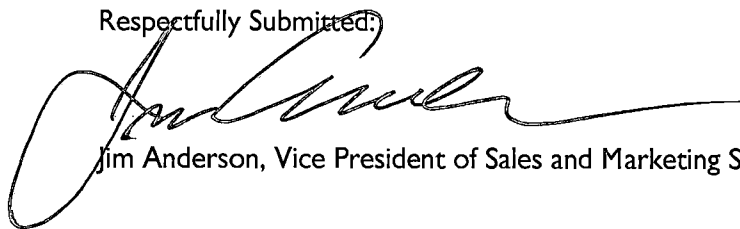
CHC submits the following Cost Proposal to Laramie County for the renewal period, incorporating all services that will be provided to the County:

\$93,504.03 per month (Current Cost)
* 3.73% CPI increase
= \$96,991.73 per month
+ \$ 3,446.00 per month of Changes to Staffing / Services
= **\$100,437.73 per month**
\$1,205,252.76 annually

For professional health care services rendered to the Laramie County Detention Facility, CHC will charge \$100,437.73 per month from July 1, 2012 through June 30, 2013. All terms of the current Agreement, including any changes detailed above, shall remain in full force and effect through June 30, 2013.

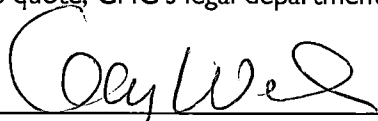
The terms of this price quote shall expire May 31, 2012, if not accepted prior to that date by Laramie County.

Respectfully Submitted:



Jim Anderson, Vice President of Sales and Marketing Support

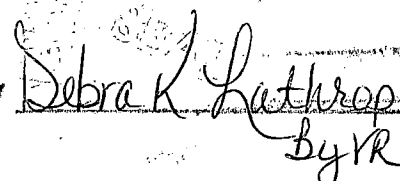
The undersigned is authorized by Laramie County to accept the above terms. Once we receive a signed copy of this quote, CHC's legal department will draft a contract extension for the County.



Authorized Laramie County Representative

5/10/12
Date Signed

TESTED BY


By RK

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE

LARAMIE COUNTY ATTORNEY

Providing the full continuum of medical and behavioral
healthcare solutions to the criminal justice system nationwide.

C. Attorney
Sheriff

Laramie County Detention Center-ADP 250

Staffing Matrix July 1, 2012 to June 30, 2013

Position	Shift	Scheduled Hours							Total Hours	FTEs	Total FTEs
		SUN	MON	TUE	WED	THU	FRI	SAT			
H.S.A/RN ^a	Day		8.00	8.00	8.00	8.00	8.00		40.00	1.00	1.00
	Evening										
	Night										
RN	Day	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10	3.30
	Evening	6.00	3.00	10.00	10.00	10.00	6.00	3.00	48.00	1.20	
	Night										
NP ^{a*}	Day				6.00				6.00	0.15	0.15
	Evening										
	Night										
LPN	Day	6.00	8.00	8.00	8.00	8.00	8.00	8.00	54.00	1.35	5.00
	Evening	10.00	10.00	10.00	10.00	10.00	10.00	10.00	70.00	1.75	
	Night	12.00	12.00	8.00	8.00	12.00	12.00	12.00	76.00	1.90	
Clerical	Day		8.00	8.00	8.00	8.00	8.00		40.00	1.00	1.00
	Evening										
	Night										
Dentist	Day				2.00				2.00	0.05	0.05
	Evening										
	Night										
Totals		46.00	61.00	64.00	72.00	68.00	64.00	45.00	420.00	10.50	10.50

^aOn call 24/7/365

^{*}Specific days may vary

March 29, 2012

Captain William J. Long, Jr.
Laramie County Sheriff's Office – Detention Division
1910 Pioneer Avenue
Cheyenne, WY 82001

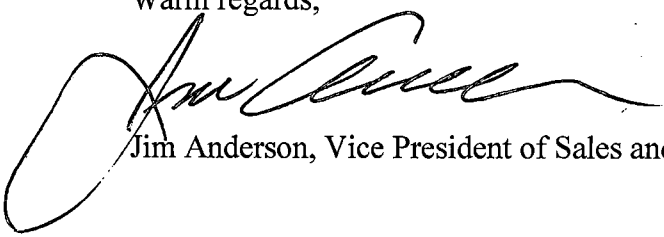
RE: Price Quote for continued inmate healthcare services

Dear Captain Long:

I hope this letter finds you well. Enclosed please find our price quote for continued inmate medical services provided to Laramie County for the term July 1, 2012 to June 30, 2013. Based on our contract executed on July 1, 2010, the attached price quote includes the current Consumer Price Index (CPI) increase for US Medical Care Services of 3.73%. The attached price quote also incorporates a staffing plan change to the contract as previously discussed for the County's consideration.

This price quote is valid until May 31, 2012. Once this price quote is approved by Laramie County, please either forward a signed copy of the attached price quote to me or respond to this email to affirm moving forward under the proposed terms. Once you do so, we will return a contract amendment/extension in a timely manner prior to July 1, 2012. If you have any questions, please do not hesitate to contact Todd Murphy, CHC Director of Business Development for the Laramie County Detention Facility directly at 214-563-8224. We greatly appreciate the relationship we have established with the entire Laramie County Sheriff's Office over the last 11 years and look forward to another successful year working together.

Warm regards,



Jim Anderson, Vice President of Sales and Marketing Support

Cc: Susan Grimsby, Vice President – Division IV
Kris Roybal, Contract Manager
Todd Murphy, Director of Business Development