

AGREEMENT FOR COMPREHENSIVE INMATE HEALTHCARE PROGRAMS AND SERVICES FOR LARAMIE COUNTY, WY

THIS AGREEMENT for Adult Inmates and Juvenile Detainees at the Juvenile Service Center for Healthcare Services, is made and entered into by and between **Laramie County**, 310 West 19th Street, P.O. Box 608, Cheyenne, Wyoming, hereinafter referred to as the "County" and **CorrHealth**, 6303 Goliad Ave, Dallas, Texas 75214, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by Laramie County's Board of Commissioners.

RECITALS

WHEREAS, the County is charged by law with the responsibility for obtaining and providing reasonably necessary health care for the adult inmates incarcerated at the Laramie County Detention Center located at 1910 Pioneer Avenue, Wyoming 82001 (hereinafter referred to as the "Detention Center") and for the juvenile detainees held at the Laramie County Juvenile Detention Center located at 13794 Prairie Center Circle, Cheyenne, Wyoming 82001 (hereinafter referred to as the "Juvenile Facility"). The Detention Center and Juvenile Facility are sometimes hereinafter referred to collectively as "Facilities".

WHEREAS, the County desires to provide for comprehensive inmate medical, mental and ancillary health care programs and services to the inmates/detainees incarcerated in the County's Facilities in accordance with applicable law; and

WHEREAS, the County desires to enter into this Agreement with the Contractor to promote this objective; and

WHEREAS, the Contractor is in the business of providing comprehensive inmate medical, mental and ancillary health care programs and services and desires to provide such services for the County under the terms and conditions hereof,

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. General Engagement.

The County hereby contracts with the Contractor to provide for the delivery of comprehensive inmate medical, mental and ancillary health care programs and services to individuals committed to the custody of Laramie County's Adult and Juvenile Detention Facilities. The Contractor shall provide claims and utilization management (UM) and extend all provider discounts to the County when applicable. The costs of the various healthcare services shall be borne by the Contractor or the County as set forth in this Agreement.

The terms and conditions of the Contractor's proposed services are outlined in the "Professional Comprehensive Inmate Healthcare Programs and Services for Laramie County, WY" which is fully incorporated herein as Attachment A.

Individuals, who are unconscious, injured or seriously ill at the time of booking shall not be committed to the custody of the Laramie County Detention Centers.

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These individuals shall be immediately referred to a third-party provider for medical attention and their admission and booking (or their return to the Facility) will be predicated on written medical clearance from the third-party provider. The Contractor will not be responsible for any cost associated with medical care that is delivered prior to an individual's being booked into Laramie County's Detention Facilities.

Injured or Seriously Ill means a person who: is Unconscious/Semi-unconscious; is Severely intoxicated and cannot walk under his/her own power and has a Breath Alcohol Content (BAC) of more than .30; is in acute withdrawal; suspected by qualified medical staff of an overdose; severely bleeding; a pregnant female known to have been prescribed methadone, and on a known protocol, unless cleared by a medical professional; involved in a recent motor vehicle accident and not cleared by medical personnel on scene; demonstrates signs of head trauma; displays symptoms of internal or abdominal bleeding; has obvious fractures; is having or has had recent seizure; and/or is in acute distress.

2. Scope of Work and Policies and Procedures.

The Contractor shall perform the work outlined in the Scope of Work included as Attachment A. The Contractor will give 30-days written notice if it seeks to change or amend its Policies and Procedures. The County must agree in writing to any proposed changes. The County will respond within 30-days of receipt of written notice to seek changes.

3. Scope of Work.

The Contractor shall perform the work of administering health care services and related administrative services at County's Facilities as outlined in the Attachment A. The Contractor will arrange and bear the cost of health care services that include but are not limited to the following:

- A. General Health Care Services. The Contractor will arrange and bear the cost of the following health care services:
 - i. Health Assessment/Screening. A health screening of an inmate/detainee shall be performed as soon as possible, but no later than fourteen (days) after the inmate/detainee's arrival at either facility. The health assessment shall follow NCCHC guidelines.
 - ii. Scheduled Sick Call. A licensed health care professional such as an RN or LPN/LVN shall conduct sick calls for inmates/detainees in a timely manner as well as appropriate clinical settings.
 - iii. Mental Health. The Contractor shall provide mental health treatment as outlined in the Scope of Work, including the prescription of psychotropic medications to the extent such medication is necessary to subdue inmate/detainee at risk of harming themselves or others. Contractor acknowledges that in some cases, circumstances may require administration of psychotropic medication, and Contractor agrees that such administration shall occur in accordance with Wyoming State law and County policies and procedures.
- B. Quarterly Reports: The Contractor shall submit quarterly healthcare reports to the Sheriff, concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the Facilities.
- C.

4. Compensation.

A. **One Time Transition Fee.** To compensate the Contractor for the one-time transition fee, the County will pay the Contractor a one-time rate of \$46,500 by July 15th, 2020.

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B. Compensation. To compensate the Contractor for the services provided for Laramie County and its Facilities, the County shall pay to the Contractor in full payment for services performed, a monthly rate not to exceed one hundred sixty three thousand, two hundred sixty dollars and thirty-three cents (\$163,260.33), and one million, nine hundred fifty nine thousand, one hundred twenty three dollars and ninety-three cents (\$1,959,123.93) for the first year of services.

The annual compensation amount as listed above is the maximum amount to be paid by County under this Agreement. The Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being renegotiated and amended in writing prior to those services in excess of the total compensation amount being provided.

Payment terms on amounts billed to the County are net thirty (30) days. Payment will be made upon receipt of the Contractor's invoice to the County. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to the Contractor will be prorated accordingly for the shortened month. Any per diem charges incurred will be billed to the County the quarter following the month in which the charges were incurred. (For example, if the County incurred per diem charges in January, the first quarter charges will be reflected in the April bill from Contractor.)

The Contractor will E-mail Monthly Invoices to:

Don Hollingshead, Captain
Laramie County Detention Center
1910 Pioneer Avenue
Cheyenne, Wyoming 82001
Email address: hollings@laramiecounty.com

All invoices will contain: 1) Laramie County Purchase Order Number; 2) The Contractor's name, address, and tax identification number; and 3) a detailed breakdown of all charges for the services provided including the applicable time frames.

C. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1. Scope of Work. All invoices for services rendered inside the County's Detention Facilities must be received by the County no later than forty-five (45) days after the termination of the Fiscal Year in which the services were delivered. It is understood that invoices for services rendered in off-site services may extend past forty-five (45) days after the termination of the Fiscal Year in which the services were delivered.

D. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance.

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If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

E. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s)

5. Annual Compensation Escalator.

The Contractor is to receive pursuant to this Agreement, which includes the base compensation amount for subsequent years of this Agreement, including any extensions, shall include a reasonable increase at the end of each twelve-month period of the Agreement to insure the delivery of the same quality and quantity of health services. The Contractor is to submit a bid that will be fixed for one (1) year. On each anniversary date of the contract, the Contractor may be granted an increase in letter form specific to an adjusted consumer price index (CPI) increase, which shall be based at a total increase of 3.0% each year. The anniversary date will be July 1st of each year.

6. Contractor's Financial Responsibility.

The Contractor is responsible for the costs and services associated with the recruitment of all medical, mental health and administrative personnel as stipulated in the coverage matrix presented in the Contractor's proposal, intake health screenings, regularly scheduled sick call, regular physician visits (on-site as scheduled and on-call 24/7), chronic care clinics, health education services and on-site emergency medical treatment for any visitors, volunteers and County personnel. The Contractor is responsible for establishing and maintaining the various insurance policies at the limits of liability required for the professional management and support of Laramie County's Detention Facilities.

The Contractor is responsible for the costs and services associated with managing on-site ancillary services to include; electronic medical records (EMR) and its implementation, management and support, clinical laboratory services, dental services, diagnostic x-ray services, medical waste disposal, oxygen services, EKG services, off-site claims review and utilization management (UM) services, establishing and managing a quality assurance (QA) program, administrative support services and light medical and office supplies.

The Contractor is to provide services to the adult inmates and juvenile detainees in the physical custody of the County and held in its Detention Facilities.

The Contractor will not be financially responsible for any person remanded to, or in the custody of, any other law enforcement officer or agency or other correctional facility of any city, county, state or federal authority. This contract specifically excludes medical care provided to inmates under the jurisdiction of Laramie County but incarcerated in a facility owned by, operated by, and/or located in another county or state, to the extent provided for by Wyo. Stat. §18-6-302 *et seq.*

7. The County's Financial Responsibility.

The County will be financially responsible for all costs associated with off-site treatments, to include hospitalization, medical specialty services (whether provided on-site or offsite (i.e. dialysis services, if available)), and transportation services. The County will be financially responsible for any, and all computer and computer support equipment utilized to support inmate healthcare services. This equipment will include, but not be limited to printers, ink for such printers, copiers, fax machines. signature pads to support the EMR and such necessary equipment to support the inmate healthcare programs and services for Laramie County and in Laramie County's Facilities.

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8. Financial Limitations Through Pharmaceutical Aggregate Cap.

The Contractor's maximum liability for costs associated with the provision of pharmaceutical services for both of Laramie County's Facilities shall be Ninety Thousand Dollars (\$90,000.00) in the aggregate per contract year, to be pro-rated for any partial contract years (the "Financial Limitations Through Pharmaceutical Aggregate Cap").

Any pharmaceutical costs, as set forth above, which are provided to the County's inmates/detainees during the contract year that are in excess of the pharmaceutical aggregate cap amount shall be the responsibility of the County. When the "Financial Limitations Through Pharmaceutical Aggregate Cap" amount for the contract year is reached, the Contractor will continue to provide pharmaceutical services, 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 the Contractor that are over the "Financial Limitations Through Aggregate Cap" will be reconciled with the County on a quarterly basis.

9. County Rebate.

Should the costs associated with the provision of pharmaceutical services listed above not exceed the "Financial Limitations Through Pharmaceutical Aggregate Cap" as specified in Section 6 for the Contract Year, the Contractor shall reimburse the County at a rate of One Hundred Percent (100%) of the difference between the actual cost to Contractor for these services and the "Financial Limitations Through Pharmaceutical Aggregate Cap" amount. The rebate shall be net of any other reconciliation amounts due to the Contractor under this Agreement. The rebate will be calculated three months after the end of the Contract Year to allow for processing of additional costs incited during the contract year.

10. Term.

The term of this Agreement shall be for an initial period of performance consisting of two (2) years. The County reserves the right to unilaterally exercise the option to renew this Agreement for additional two years periods based on the Contractor's past performance. This Agreement shall commence on July 1st, 2020 and terminate on June 28th, 2022 unless terminated pursuant to Section 11 A. (Termination), or section 10 (Appropriations).

11. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least sixty (60) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party. If the Contractor is the terminating party and provides a notice to termination to the County, however, the notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within sixty (60) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. Upon termination by either party, the Contractor will be allowed to remove its property from the County facilities including its policies and procedures, manuals and other proprietary materials.

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B. Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

12. Appropriations/Limitation on Payments. The 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 provided by the Contractor, this Agreement may be terminated by County at the end of the period for which funds are available. The County shall notify Contractor in writing, 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 thirty (30) days before the shortage will affect payment of claims, if the County knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to the County in the event this provision is exercised, and the 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. If this Agreement is terminated, the County will be liable to pay the Contractor for all services performed on or before the effective date of the termination.

13. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of Laramie County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of Laramie County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind Laramie County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

14. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

15. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. The Contractor shall ensure Subcontractor's compliance with state and federal privacy and security laws as applicable. In all cases, the Contractor is solely responsible for fulfillment of this Agreement.

16. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and Laramie County from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

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17. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or as required by applicable privacy laws. The Contractor shall provide notice to the County in the event it receives any request for information from a third party.

18. Product of Service - Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the Laramie County and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

19. Conflict of Interest; Ethics.

CONTRACTOR shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101. *Et seq.*) and any and all ethical standards governing CONTRACSOTR'S profession.

20. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the County proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to negotiate the reduced funding with the County.

21. Merger.

This Agreement incorporates all the Agreements, applicable County policies and procedures, as well as covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23 Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found not to be in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

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24. Applicable Law.

The laws of the State of Wyoming shall govern this Agreement and shall be enforceable in the First Judicial District Court in Laramie County, Wyoming without regard to the conflict of laws or rules of any jurisdiction. By execution of this Agreement, the Contractor acknowledges and agrees to the jurisdiction of the courts of the State of Wyoming over any, and all lawsuits arising under or out of any term of this Agreement.

25. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

26. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

27. Disclaimer and Hold Harmless.

Laramie County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to the Contractor's personnel or property, occurring in connection with the Contractor's performance of the Contractor's duties according to this Agreement. The Contractor shall hold Laramie County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Laramie County caused by the performance caused by the Contractor of the Contractor's duties according to this Agreement.

28. Indemnification.

The Contractor shall defend, indemnify and hold harmless Laramie County, including but not limited to Laramie County's Sheriff, Commissioners, Laramie County's employees, and/or Laramie County's agents from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of the County resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of Laramie County by certified mail.

29. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

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30. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights. Any waiver provided under this section does not constitute waiver of the County's Immunities provided by law.

31 Authority.

If the Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of the Contractor represents and warrants that he or she has the power and authority to bind the Contractor, and that no further action, resolution, or approval from the Contractor is necessary to enter into a binding contract.

32. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

33. Approval of the Contractor's Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. Replacement of any of the Contractor's personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in training and familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The County shall retain the right to request the removal of any of the Contractor's personnel at any time.

34. Limit of Liability.

The foregoing limitation does not apply to the paragraphs entitled "Indemnification" and "Patent, Copyright, Trademark and Trade Secret Indemnification" of this agreement or to damages resulting from personal injury caused by the contractor's negligence.

35. Governmental/Sovereign Immunity.

The County does not waive its Governmental/ Sovereign Immunity, as provided by any applicable law including WYO. STAT. §§ 1-39-101 through 1-39-121, as amended, by entering into this Addendum. Further, the 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 this Agreement.

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36. Agency.

For the sole purpose of asserting any statutory rights, immunities or exemptions afforded to the County for payments to providers for medical services at certain reduced rates, the County designates the Contractor as their agent to assert such rights and privileges.

37. Waiver of Breach.

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

38. County Approval.

County's approval of the work or services provided in furtherance of this Agreement shall in any way relieve Contractor of responsibility for compliance with the terms of this Agreement and other applicable laws, rules and regulations, or industry and professional standards. County's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

39. Entire Agreement.

This Agreement constitute the entire agreement of the parties and is intended as complete and exclusive statement of the promises, representations, negotiation and agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time with the written consent of both parties.

40. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification"; "Indemnification"; and "Limit of Liability" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement\

41. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

42. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

43. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, each party shall bear the cost of their attorneys' fees and court costs.

44. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

45. Incorporation and Order of Precedence.

The Contractor's proposal is incorporated by reference into this Agreement and made a part of this Agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this Agreement itself; then
3. the Contractor's proposal; then

46. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The Contractor shall defend, at its own expense, the County of Laramie against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against Laramie County based upon the Contractor's trade secret infringement relating to any product or service provided under this agreement, the Contractor agrees to reimburse Laramie County for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, Laramie County shall:

- i. give the Contractor prompt written notice of any claim;
- ii. allow the Contractor to control the defense or settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product, or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

47. Contractor's Payment of Property Taxes.

The Contractor acknowledges the County has established a policy of ensuring that all individuals and businesses that benefit financially from the County through this agreement are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers.

The Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Agreement.

48. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

All services performed by the Contractor shall be in strict conformance with all applicable Federal, State of Wyoming and/or local laws and regulations relating to confidentiality. Pursuant to state and federal security and privacy laws, The Contractor is a business associate of Laramie County's, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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As a HIPAA Business Associate, the Contractor will be handling and may be required to disclose protected health information (“PHI”) to perform its functions, activities or services for or on behalf of Laramie County’s Facilities as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The Contractor shall utilize the minimum necessary standards as defined in HIPAA when handling and using inmate/detainee PHI. The uses and disclosures of PHI may not be more expansive than those applicable to County, as a “Covered Entity” under HIPAA’s Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

The Contractor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County. The Contractor shall ensure that any agent, including any subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions as provided above with respect to such information.

49. Insurance.

The Contractor shall provide evidence of coverage outlined below prior to the commencement of work and every year during coverage renewal. Both Parties acknowledge and agree that for claims relating to this contract, the Contractor's insurance coverage shall be primary insurance with regard to any action arising from its conduct. In no event shall the failure to provide evidence of coverage, be deemed a waiver by the County of the insurance obligation in the contract. Evidence shall be provided in the form of a certificate of liability and shall include copies of all required endorsements. The County shall also be provided a full copy of the policies, upon request.

Contractor must maintain and provide annual insurance updates throughout the term of the contract as follows:

- A. Part I. Professional and General Liability
- \$1,000,000 Each - Claim (claims made policy form)
\$3,000,000 General Aggregate
- a. Medical Professional Liability shall include coverage for allegations of Civil Rights violations pursuant to the Civil Rights Act at 42 U.S.C. §1981 *et seq.*, and amendments thereto, for constitutional claims arising from providing medical services under this Agreement.
- b. Bodily Injury/Property Damage:
- \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
- B. Part I. Workers Compensation- Statutory
- Part II. Employer's Liability:
- \$1,000,000
- C. Employment Practices Liability Insurance (EPLI)
- \$1,000,000
- D. Automobile Liability
- Combined Single Limit:
- \$1,000,000 Each Occurrence on ISO CA 00 01 10 13
or equivalent
- Business/Commercial Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

AGREEMENT FOR COMPREHENSIVE INMATE HEALTHCARE SERVICES IN LARAMIE COUNTY, WY

- a. Independent Contractors: Included in General Liability
- b. Contractual Liability: Included in Commercial General Liability

E. Cyber Security Liability \$2,000,000 Policy Aggregate

F. Professional Liability Endorsements:

Vicarious Liability Additional Insured (for County and all indemnified parties)

Primary with non-contributory

Separation of Insureds

Waiver of Subrogation (for County and all indemnified parties)

30-day Notice of Cancellation

G. Continuation of Coverage Requirement:

Coverage shall remain in-force for five (5 years) beyond the completion or cancellation of the contract, and evidence of such insurance must be provided to County if requested.

If coverage is canceled or non-renewed, and is not replaced with another claims-made policy form with retroactive date prior to the contract effective date, The Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

50. Diminishment Clause

The fact that insurance is obtained by the Contractor shall not be deemed to release or diminish the liability of the Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by the County or any third party will not be limited by the amount of the required insurance coverage.

51. Termination for Failure to Comply with County's Tax Reduction Policy.

Without limiting the rights and remedies available to the County under any other provision of this contract, failure of the Contractor to cure a property tax delinquency within 10 days of notice shall be grounds upon which the County may terminate this Agreement.

52. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument.

53. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGREEMENT FOR COMPREHENSIVE INMATE HEALTHCARE SERVICES IN LARAMIE COUNTY, WY

To Laramie County: Gunnar Malm, Commissioner Chair
Laramie County Historic Courthouse
310 W. 19th Street
Suite 300
Cheyenne, Wyoming 82001

To Detention Administration: Don Hollingshead, Captain
Laramie County Detention Center
1910 Pioneer Avenue
Cheyenne, Wyoming 82001
Email address: hollings@laramiecounty.com

To the Contractor: Todd Murphy, Co-Founder and President
CorrHealth, LLC
6303 Goliad Avenue
Dallas, Texas 75214
todd.murphy@mycorrhealth.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

LARAMIE COUNTY, WYOMING

By: _____

Title: Gunnar Malm, Commission Chair

Date: _____

ATTEST:

By: _____

Title: Debra Lee, Laramie County Clerk

Date: _____

THE CONTRACTOR: CORRHEALTH, PLLC.

By: Todd Murphy

Title: Todd Murphy, Co-Founder and President

Date: July 7, 2020

ATTEST:

By: _____

AGREEMENT FOR COMPREHENSIVE INMATE HEALTHCARE SERVICES IN LARAMIE COUNTY, WY

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

Date 7/15/2020