

C - 14 - 0350

**Amendment to Agreement for  
Medical Services for Youth Service Center  
Bid No. 09-275  
Second Renewal**

**RECEIVED**

JUL 02 2014

LANCASTER COUNTY  
CLERK

This Amendment is hereby entered into on this 8 day of July, 2014, by and between **Correctional Healthcare Companies (CHC), 6200 S. Syracuse Way, Suite 440, Greenwood Village, CO 80111** (hereinafter "Contractor") and **Lancaster County** (hereinafter "County"), for the purpose of amending the Agreement dated **June 22, 2010** under County Contract No. **C-10-0317**, (the "Agreement"), for **Medical Services for Youth Service Center, Bid No. 09-275**, which is made a part hereof by this reference.

WHEREAS, Article IX, Section 9.0 of the Agreement allows for a price increase to be negotiated at time of renewal execution in an amount not to exceed the CPI.

WHEREAS, the original term of the contract is July 1, 2010 thru June 30, 2013, with the option to renew for three (3) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the County C-13-0261, executed by the County Board on June 11, 2013 to renew the agreement for an additional one (1) year period from July 1, 2013 through June 30, 2014; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning July 1, 2014 thru June 30, 2015 and

WHEREAS, the Contractor is requesting a 2.44% increase in compensation for the renewal period of July 1, 2014 to June 30, 2015 in which said increase will result in a revised cost of \$15,369.42 per month with a total yearly cost of \$184,433.04.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0261 and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning July 1, 2014 through June 30, 2015.
- 2) The County shall increase the amount of compensation \$15,369.42 per month (2.44% increase) for the period of July 1, 2014 to June 30, 2015 for a total yearly cost of \$184,433.04.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

**Amendment to Agreement for  
Medical Services for Youth Service Center  
Bid No. 09-275  
First Renewal  
Page 2**

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

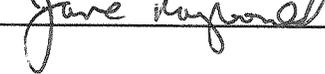
Signatures Approved as to form

Lancaster County Board of Commissioners

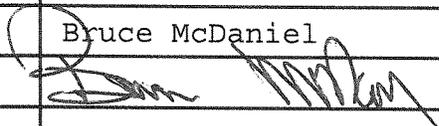
Executed this 8 day of July, 2014

this 8 day of July, 2014

  
County Law Department

**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

<b>Company Name: (PLEASE PRINT)</b>	Correctional Healthcare Companies, Inc.
<b>By: (PLEASE PRINT)</b>	Bruce McDaniel
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	Chief Finance Officer
<b>Company Address:</b>	6200 S. Syracuse Way, Suite 440
<b>Company Phone &amp; Fax:</b>	(866) 246-5245
<b>E-Mail Address:</b>	Bruce.McDaniel@correctioncare.com
<b>Date:</b>	
<b>Contact Person for Services</b>	Synthia Peterson
<b>Phone Number</b>	(309) 256-9449

C-13-0261

RECEIVED

JUN 06 2013

LANCASTER COUNTY  
CLERK

**Amendment to Agreement for  
Medical Services for Youth Service Center  
Bid No. 09-275  
First Renewal**

This Amendment is hereby entered into on this 11 day of June, 2013, by and between **Correctional Healthcare Companies (CHC) 6200 S. Syracuse Way, Suite 440, Greenwood Village, CO 80111** (hereinafter "Contractor") and **Lancaster County** (hereinafter "County"), for the purpose of amending the Agreement dated **June 22, 2010** under County Contract No. **C-10-0317**, (the "Agreement"), for **Medical Services for Youth Service Center, Bid No. 09-275**, which is made a part hereof by this reference.

WHEREAS, the original term of the contract is July 1, 2010 thru June 30, 2013, with the option to renew for three (3) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning July 1, 2013 thru June 30, 2014 and

WHEREAS, Article IX, Section 9.0 of the Agreement allows for a price increase to be negotiated at time of renewal execution in an amount not to exceed the CPI.

WHEREAS, the County shall increase the amount of compensation to \$15,003.34 per month (1.5% increase) for the period of July 1, 2013 through June 30, 2014.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-10-0317 and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning July 1, 2013 through June 30, 2014.
- 2) The Contractor is requesting a 1.5% increase in compensation for the renewal period of July 1, 2013 to June 30, 2014 in which said increase will result in a revised cost of \$15,003.34 per month with a total yearly cost of \$180,040.08.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

**Amendment to Agreement for  
Medical Services for Youth Service Center  
Bid No. 09-275  
First Renewal  
Page 2**

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Signatures Approved as to form

Lancaster County Board of Commissioners

Executed this 11 day of June, 2013

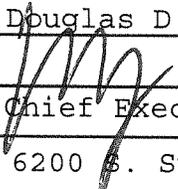
this 11 day of June, 2013

*for* William Behren  
County Law Department

Bob Schorr  
Scott Smeyers  
Larry Hurdick  
Jim Kuykendall  
Ken B. ...

**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

Dated 5-30-13

<b>Company Name: (PLEASE PRINT)</b>	Correctional Healthcare Companies, Inc.
<b>By: (PLEASE PRINT)</b>	Douglas D. Goetz
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	Chief Executive Officer
<b>Company Address: (PLEASE PRINT)</b>	6200 S. Syracuse Way, Suite 440
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	(866) 246-5245
<b>E-Mail Address: (PLEASE PRINT)</b>	

**Amendment to Agreement for  
Medical Services for Youth Service Center  
Bid No. 09-275**

RECEIVED  
C-12-0215  
APR 25 2012

LANCASTER COUNTY  
CLERK

This Amendment is hereby entered into on this 1 day of May, 2012, by and between Correctional Healthcare Companies (CHC) 6200 S. Syracuse Way, Suite 440, Greenwood Village, CO 80111 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Agreement dated June 22, 2010 under County Contract No. C-10-0317, (the "Agreement"), for **Medical Services for Youth Service Center, Bid No. 09-275**, which is made a part hereof by this reference.

WHEREAS, Article VIII, Section 8.1.2 of the original agreement allows for a Year 3 price increase tied to the Midwest Region CPI for Medical Services; and

WHEREAS, the Contractor is requesting a 1.5% increase in compensation for the period of July 1, 2012 to June 30, 2013 in which said increase will result in a revised cost of \$14,781.62 per month as referenced in Attachment A.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract No. C-10-0317, and stated herein the parties agree as follows:

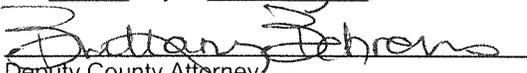
- 1) The County shall increase the amount of compensation to \$14,781.62 per month for the period of July 1, 2012 through June 30, 2013 as referenced in Attachment A which is made a part hereof by this reference.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

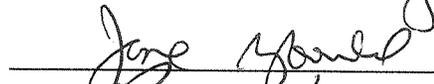
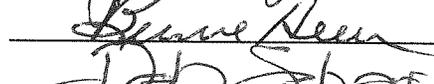
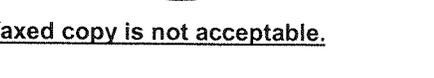
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

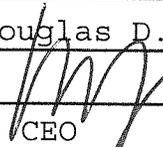
Executed this 1 day of May, 2012

Approved as to form  
this 1 day of May, 2012  
  
Deputy County Attorney  
Lancaster County Attorney

**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

Dated \_\_\_\_\_

Company Name: (PLEASE PRINT)	Correctional Healthcare Companies, Inc.
By: (PLEASE PRINT)	Douglas D. Goetz
By: (PLEASE SIGN)	
Title:	CEO
Company Address: (PLEASE PRINT)	6200 S. Syracuse Way, Suite 440, Greenwood
Company Phone & Fax: (PLEASE PRINT)	(866) 246-5245
E-Mail Address: (PLEASE PRINT)	N/A



April 10, 2012

Michelle Schindler, Director  
Lancaster County Youth Services Center  
1200 Radcliff Street  
Lincoln, NE 68512

RE: REVISED Price Quote for Continued Juvenile Healthcare Services in 2012-2013

Dear Director Schindler:

Enclosed please find our revised price quote for continued juvenile healthcare services provided at the Lancaster County Youth Services Center for the term July 1, 2012 to June 30, 2013. After careful consideration, CHC is requesting a 1.5% increase from the current agreement. The current Consumer Price Index (CPI) for US Medical Care Services for the October 2011 listing (please see section 8.1.2 of current agreement) is 3.06%.

This price quote is valid until May 31, 2012. Once approved by Lancaster 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 the contract amendment in as timely manner as possible, in order to move towards completing the renewal prior to July 1, 2012. If you have any questions, please do not hesitate to contact Andrew Walter, VP of Operations, Division III, directly at 309-272-1588. We greatly appreciate the relationship we have established with the Youth Services Center over the last year and look forward to another successful year working together.

Warm regards,

A handwritten signature in black ink, appearing to read 'Jim Anderson', written over a white background.

Jim Anderson  
Vice President of Marketing and Sales Support

Cc: Andrew Walter, Vice President – Division III  
Chris Capoot, Director of Business Development  
Robert L. Walla, CPPB, Lancaster City/County Purchasing

**Price Quote for Juvenile Healthcare Services at the Lancaster County Youth Services Center effective - July 1, 2012 to June 30, 2013**

Correctional Healthcare Companies (CHC) will continue providing professional healthcare services at the Lancaster County Youth Services Center in accordance with the contract executed on July 1, 2010. Please refer to the contract for complete scope of staffing and services provided.

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

\$14,563.17 per month (Current Cost)

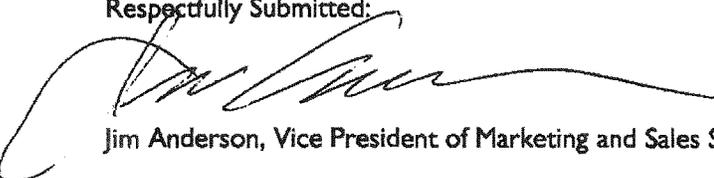
\* 1.5% increase

= **\$ 14,781.62 per month**  
**\$177,379.44 annually**

For professional health care services rendered to the Lancaster County Youth Services Center, CHC will charge \$14,781.62 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 Lancaster County.**

Respectfully Submitted:



Jim Anderson, Vice President of Marketing and Sales Support

The undersigned is authorized by Lancaster 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 Lancaster County Representative

\_\_\_\_\_  
Date Signed

**Amendment to Agreement for  
Medical Services for Youth Service Center  
Bid No. 09-275**

**RECEIVED**  
C-10-0462  
AUG 02 2011  
CLEM

This Amendment is hereby entered into on this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between **Correctional Healthcare Companies (CHC) 6200 S. Syracuse Way, Suite 440, Greenwood Village, CO 80111** (hereinafter "Contractor") and **Lancaster County** (hereinafter "County"), for the purpose of amending the Agreement dated **June 22, 2010** under County Contract No. **C-10-0317**, (the "Agreement"), for **Medical Services for Youth Service Center, Bid No. 09-275**, which is made a part hereof by this reference.

WHEREAS, Correctional Healthcare Management (CHM) has now merged to form Correctional Healthcare Companies (CHC); and

WHEREAS, the parties desire to change the name reflected in the contract from Correctional Healthcare Management (CHM) to Correctional Healthcare Companies (CHC) (Attachment A).

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract No. C-10-0317, and stated herein the parties agree as follows:

- 1) This Agreement shall reflect the name change of Correctional Healthcare Management (CHM) to now be known as Correctional Healthcare Companies (CHC) (Attachment A).
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 9 day of August, 2011

Approved as to form  
this 9 day of Aug, 2011

Bullington Schenck  
Deputy County Attorney  
Lancaster County Attorney

Jane Koford  
Bernie New  
John Schorr  
James Kellner  
Bob [unclear]

**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

Dated \_\_\_\_\_

Company Name: (PLEASE PRINT)	Correctional Healthcare Companies, Inc.
By: (PLEASE PRINT)	Dora Goretz
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	CEO
Company Address: (PLEASE PRINT)	6200 S. Syracuse Way, Ste 440, Greenwood
Company Phone & Fax: (PLEASE PRINT)	(303) 706-9080
E-Mail Address: (PLEASE PRINT)	N/A

July 1, 2011

Robert Walla  
Lancaster County Youth Services Center  
440 South 8th St., Suite 200  
Lincoln, NE 68508

Robert Walla,

On behalf of Correctional Healthcare Companies (CHC) and Correctional Healthcare Management (CHM), it is with great enthusiasm that I inform you of an exciting change taking place within our organization. Since the beginning of our relationship, we have had the pleasure of providing service to you and your facility as CHM. CHM, previously a subsidiary company, has now merged to form Correctional Healthcare Companies, or CHC. CHC's dedicated focus will remain to offer the highest quality correctional healthcare, community health services, and pharmacy solutions to the criminal justice system throughout the United States. We currently serve more than 78,000 inmates daily in approximately 250 facilities and manage more than 100,000 diversion and re-entry cases each year.

While you will come to know us as CHC, let me assure you that the service and dedication of CHM will remain unchanged under the new brand. Our intention is not just to maintain the same people and systems that you have grown to trust, but continuously improve our programs for your facility. As always, your dedicated Director of Business Development, Contract Manager, and Account Manager will remain available to you and your staff at any time. In addition, CHC's significant corporate resources will continue to support your program, including finance and accounting, in-house legal, and human resources teams with extensive healthcare experience.

I would like to reassure you that your complete satisfaction with your healthcare program has always been and will always be our primary focus. If you have any questions or concerns, please do not hesitate to contact me at (720) 622-8080 or via e-mail at [dgoetz@correctioncare.com](mailto:dgoetz@correctioncare.com). Please note that your existing contract with CHM is valid and enforceable and will be assumed by Correctional Healthcare Companies, which will continue to provide the services required by the contract.

CHC greatly appreciates your business and values our relationship with you, your staff, and your facility. Please feel free to contact me directly if you would like to further discuss the name change or your current program. We look forward to continuing our relationship with you now and into the future.

Regards,



Doug Goetz  
Chief Executive Officer  
720.622.8080  
[dgoetz@correctioncare.com](mailto:dgoetz@correctioncare.com)

C-11-0342  
**RECEIVED**

JUN 17 2011

LANCASTER COUNTY  
CLERK

**Amendment to Agreement for  
MEDICAL SERVICES FOR YOUTH SERVICE CENTER  
SPECIFICATION # 09-275  
(Modification of Terms)**

This Amendment is hereby entered into on this 21 day of June, 2011, by and between Correctional Healthcare Management, 6200 S. Syracuse Way, Suite 440, Greenwood Village, CO. 80111 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Agreement dated June 22, 2010 under County Contract No. C-10-0317, (the "Agreement"), for **MEDICAL SERVICES FOR YOUTH SERVICE CENTER, Specification No.09-275**, which is made a part hereof by this reference.

WHEREAS, Article VIII, Section 8.1.1 of the original agreement allows for a Year 2 price increase tied to the Midwest Region CPI for Medical Services; and

WHEREAS, the Contractor is requesting a 3% increase in compensation for the period of July 1, 2011 to June 30, 2012; and

WHEREAS, said increase will result in a revised cost of \$14,563.17 per month; and

WHEREAS, the Contractor will provide a wireless communication device for the Site Manager that has email and phone capabilities; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-10-0317, and stated herein the parties agree as follows:

- 1) The County shall increase the amount of compensation to \$14,563.17 per month for the period of July 1, 2011 to June 30, 2012.
- 2) The Contractor will provide a wireless communication device for the Site Manager that has email and phone capabilities.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 21 day of June, 2011

Approved as to form  
this 21 day of June, 2011

[Signature]  
Deputy County Attorney  
For Joe Kelly  
Lancaster County Attorney

[Signature]  
[Signature]  
[Signature]  
[Signature]  
**Heier Absent**

**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

Dated \_\_\_\_\_

<b>Company Name: (PLEASE PRINT)</b>	Correctional Healthcare Management, Inc.
<b>By: (PLEASE PRINT)</b>	Douglas D. Goetz
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	Chief Executive Officer
<b>Company Address: (PLEASE PRINT)</b>	6200 S. Syracuse Way #440, Greenwood Village, CO 80111
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	Phone #: (720) 622-8080 Fax #: (720) 458-3480
<b>E-Mail Address: (PLEASE PRINT)</b>	Phone #: (720) 622-8080 Fax #: (720) 458-3480

RECEIVED

JUN 22 2010

LANCASTER COUNTY  
CLERK

**AGREEMENT FOR JUVENILE HEALTH CARE SERVICES**  
**AT LANCASTER COUNTY, NEBRASKA**  
**Effective July 1, 2010 through June 30, 2013**

This Agreement for Juvenile Health Services (hereinafter, the "AGREEMENT") entered into by and between the County of Lancaster, a political subdivision in the State of Nebraska, (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.

**RECITALS**

**WHEREAS**, the COUNTY, through its duly designated Director of the Lancaster County Youth Services Center (hereinafter the "DIRECTOR") is charged with the responsibility for administering, managing, and supervising the health care delivery system of the Lancaster County Youth Services Center located at 1200 Radcliff Street, Lincoln, Nebraska 68512 (hereinafter, "YOUTH SERVICES CENTER"); and

**WHEREAS**, the objective of the COUNTY is to provide for the delivery of quality health care to Juveniles placed, held, or detained at the YOUTH SERVICES CENTER (hereinafter, "JUVENILES"), 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 YOUTH SERVICES CENTER (hereinafter, "YOUTH SERVICES CENTER 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.

**JUVENILE** – A JUVENILE held at the YOUTH SERVICES CENTER under the lawful authority of the COUNTY or under contract between the COUNTY and another county, state, or federal agency . JUVENILES may be housed in the YOUTH SERVICES CENTER . JUVENILES 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** – A JUVENILE of the YOUTH SERVICES CENTER who is: (1) part of the YOUTH SERVICES CENTER's POPULATION; and (2) FIT FOR CONFINEMENT; and (3) placed, held, or detained in the YOUTH SERVICES CENTER. NOTE: COVERED PERSONS include juveniles held, placed or detained at

the YOUTH SERVICES CENTER under contract between the COUNTY and another county, state, or federal agency.

**FIT FOR CONFINEMENT** – A determination made by a CHM authorized physician and/or health-trained YOUTH SERVICES CENTER staff that a JUVENILE is medically stable and has been medically cleared for acceptance into the YOUTH SERVICES CENTER. 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.

**NCCHC** – The National Commission on Correctional Health Care

**NCCHC GUIDELINES** - The 2004 National Commission on Correctional Health Care Standards for Health Services in Juvenile Detention and Confinement Facilities.

**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**

- 1.1 **SCOPE OF SERVICES.** CHM shall administer health care services and related administrative services at the YOUTH SERVICES CENTER according to the terms and provisions of this AGREEMENT and in compliance with Nebraska Minimum Jail Standards for Juvenile Detention Facilities, Title 83 of the Nebraska Rules and Regulations. Additionally, CHM shall administer all health care services and related administrative services at the YOUTH SERVICES CENTER which are not in conflict with this AGREEMENT and are:
  - 1.1.1 Provided in section 5, Specifications, of CHM’s Response to RFP No. 09-275 Medical Services for Lancaster County Youth Services Center, dated December 30, 2009, (attached hereto as “Exhibit A”) and
  - 1.1.2 Listed in the Specifications for Medical Services for the Youth Services Center, which is (attached hereto as “Exhibit B”).
  
- 1.2 **GENERAL HEALTH CARE SERVICES.** CHM will arrange and bear the cost of the following health care services:

- 1.2.1 HEALTH ASSESSMENT. A health assessment of a COVERED PERSON shall be performed as soon as possible, but no later than seven (7) calendar days after the JUVENILE's arrival at the YOUTH SERVICES CENTER. The health assessment shall follow NCCHC guidelines.
- 1.2.2 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and shall follow NCCHC guidelines, except it shall not be necessary for such sick call to be in a clinical setting.
- 1.2.3 REQUESTS FOR TREATMENT. A qualified healthcare professional shall collect and review COVERED PERSONS' requests for medical treatment to determine the appropriate disposition of the request or referral to the appropriate HEALTH CARE STAFF for disposition of the request or referral to an off site health care provider for treatment. Requests for treatments shall be collected, reviewed and dealt with in compliance with Nebraska Minimum Jail Standards for Juvenile Detention Facilities, Title 83 of the Nebraska Rules and Regulations.
- 1.2.4 ADMINISTRATION OF MEDICATIONS. CHM HEALTH CARE STAFF shall administer medications to COVERED PERSONS during the times HEALTH CARE STAFF are on site.
- 1.2.5 LOCATION OF SUPPLIES AND KITS. CHM shall determine strategic locations for first aid supplies and first responder kits as well as ensure adequate stock at each location.
- 1.2.6 CHM shall establish a procedure for the monthly inspection and restocking of medical supplies. A list of supplies required will be given to the DIRECTOR or designee for the placement of orders from COUNTY contract vendors.
- 1.2.7 CHM shall develop and maintain a written policy and procedure manual which covers all medical health practices/services, psychiatric/mental health services, and dental care practices/services for the YOUTH SERVICES CENTER. Such policies and procedures shall be in compliance with Nebraska Minimum Jail Standards for Juvenile Detention Facilities, Title 83 of the Nebraska Rules and Regulations and any applicable standards, rules and regulations. In developing the policy and procedure manual CHM shall take into account the input of the DIRECTOR or designee.
  - 1.2.7.1 The written policies and procedures shall address, at a minimum the following:
    - 1.2.7.1.1 Receiving screening;
    - 1.2.7.1.2 Collection of health appraisal data;

- 1.2.7.1.3 Non-emergency medical services;
- 1.2.7.1.4 Emergency medical and dental services
- 1.2.7.1.5 First-aid and CPR;
- 1.2.7.1.6 Screening, referral, and care of juveniles who may be suicide-prone, or experience physical, mental or emotional disabilities;
- 1.2.7.1.7 Arrangements for providing chronic and convalescent care;
- 1.2.7.1.8 Arrangements for providing close medical supervision of juveniles with special medical or psychiatric problems;
- 1.2.7.1.9 Delousing procedures;
- 1.2.7.1.10 Infectious disease control;
- 1.2.7.1.11 Arrangements for providing detoxification;
- 1.2.7.1.12 Handling of pharmaceuticals;
- 1.2.7.1.13 Notification of next of kin in case of serious illness, injury, or death.
- 1.2.7.1.14 Medical Records development, maintenance and retention, in accordance with CHM physician approval;
- 1.2.7.1.15 Authorization to treat; and
- 1.2.7.1.16 Confidentiality.
- 1.2.7.2 The policies and procedures shall be approved by the DIRECTOR and CHM CHIEF MEDICAL OFFICER prior to implementation.
- 1.2.7.3 CHM shall perform an annual review of all such policies and procedures to ensure continued compliance with Nebraska Minimum Jail Standards for Juvenile Detention Facilities, Title 83 of the Nebraska Rules and Regulations.
- 1.2.8 CHM shall develop and maintain written procedures to provide for the proper management and distribution of pharmaceuticals provided by a COUNTY contract pharmaceutical vendor.
  - 1.2.8.1 CHM shall maintain a unit dose system for medication administration with the COUNTY contracted pharmacy
  - 1.2.8.2 CHM shall perform medication reviews for all COVERED PERSONS receiving prescription and/or over-the-counter medications at least once a week.
- 1.2.9 CHM shall provide case management of medical services provided to COVERED PERSONS, including but not limited to intake assessments/medical screenings of all JUVENILES admitted to the YOUTH SERVICES CENTER, including care plans for COVERED PERSONS with health problems, and coordinating medical care with COVERED PERSONS' primary medical care provider, the Lincoln/Lancaster County Health Department, YOUTH SERVICES CENTER staff, pharmacies, human services agencies, and HEALTH CARE STAFF.
- 1.2.10 At the discretion of CHM's physician, CHM's physician shall provide written medical authorization for YOUTH SERVICES CENTER staff to

administer specified non-prescription products and employ specified methods of treatment in dealing with routine, non-emergency medical problems of COVERED PERSONS. CHM shall outline the specific requirements for the administration of such non-prescription products in the medical policies and procedure manual developed and maintained by CHM.

- 1.2.11 CHM shall comply with all applicable informed consent requirements for all examinations, treatments, and procedures.
  - 1.2.12 CHM shall make arrangements for medically supervised detoxification programs to be provided to alcohol and drug dependent JUVENILES either in the YOUTH SERVICES CENTER or through transfer to other facilities.
- 1.3 AMBULANCE SERVICE – NOT COVERED. CHM shall not be responsible for the provision or cost of any ambulance services. In the event that ambulance service is required for any reason, the COUNTY shall bear the cost. However, CHM’s qualified healthcare professional shall provide direction regarding whether a COVERED PERSON with a medical condition can be transported safely by the YOUTH SERVICES CENTER or whether transportation of a COVERED PERSON by ambulance service is necessary.
- 1.4 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 Nebraska Minimum Jail Standards for Juvenile Detention Facilities, Title 83 of the Nebraska Rules and Regulations, and NCCHC guidelines. 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 DIRECTOR or a court-designated representative for completion of chain-of-custody evidence.
- 1.5 DENTAL - ORAL SCREENING ONLY. CHM shall arrange and bear the cost of oral screening (as defined by NCCHC guidelines) of all COVERED PERSONS. The COUNTY or the COVERED PERSON’S guardian, or the COVERED PERSON’S third party payor/insurer shall bear the cost of any and all other dental services required by a COVERED PERSON.
- 1.6 ELECTIVE MEDICAL CARE - NOT COVERED. CHM shall not be responsible for the provision or cost of any elective care. In the event a COVERED PERSON requires elective care, the COUNTY or the COVERED PERSON’S guardian, or the COVERED PERSON’S third party payor/insurer 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 JUVENILE’S health to deteriorate or cause harm to the JUVENILE’S well being. Decisions concerning elective medical care

shall be consistent with the applicable American Medical Association (AMA) Standards.

- 1.7 HOSPITALIZATION – NOT COVERED. CHM shall not be responsible for the provision or cost of any hospitalization services.
- 1.8 LONG TERM CARE – NOT COVERED. CHM shall not be responsible for the provision or cost of any long term care facility services.
- 1.9 MEDICAL EQUIPMENT OVER \$100. In the event that the Parties mutually agree in writing 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.
- 1.10 MEDICAL SUPPLIES/EQUIPMENT UNDER \$100 – NOT COVERED. CHM shall not be responsible for the provision or cost of any medical supplies (i.e. alcohol prep pads, syringes, etc.) or equipment which has a unit cost of \$100 or less (i.e. thermometers, scales, pulse ox testers, etc.). In the event that medical supplies or equipment which has a unit cost of \$100 or less are required for the YOUTH SERVICES CENTER, the COUNTY shall bear the cost. The purchase and amount of such medical supplies or equipment purchased shall be subject to the approval of the COUNTY.
- 1.11 MEDICAL WASTE – NOT COVERED. CHM shall not be responsible for the provision or cost of any medical waste services. In the event that removal of medical waste is required for the YOUTH SERVICES CENTER, the COUNTY shall bear the cost. The COUNTY shall bear all responsibility for compliance with OSHA and any state and federal regulations with respect to medical waste.
- 1.12 MENTAL HEALTH CARE. CHM shall arrange and bear the cost of on-site mental health services for COVERED PERSONS which shall include evaluation, referral, and suicide intervention. CHM shall not be responsible for the provision or cost of any off-site or inpatient mental health services.
- 1.13 OFFICE SUPPLIES AND EQUIPMENT – NOT COVERED. CHM shall not be responsible for the provision or cost of any office supplies or office equipment. The COUNTY shall be responsible for providing necessary office supplies and office equipment, such as copier, fax and one phone line . Office supplies and office equipment necessary for the administrative operations of the medical unit will be mutually agreed upon by both parties.
- 1.14 PATHOLOGY SERVICES. CHM shall arrange and bear the cost of on-site pathology services (also referred to as laboratory services) for COVERED PERSONS. CHM shall arrange on-site pathology services to the extent reasonably possible. To the extent pathology 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 DIRECTOR's office for the transportation for such off-site services. CHM shall arrange and bear the cost of laboratory collection services for COVERED PERSONS, including but not limited to blood draws and throat cultures. Such laboratory collection services shall be pursuant to a physician's order.

- 1.15 RADIOLOGY SERVICES – NOT COVERED. CHM shall not be responsible for the provision or cost of any radiology services (also referred to as x-ray services).
- 1.16 PHARMACY SERVICES – NOT COVERED. CHM shall not be responsible for the provision or cost of any pharmacy services.
- 1.17 PREGNANT COVERED PERSONS. CHM shall arrange and bear the cost of on-site health care services for any pregnant COVERED PERSON in accordance with NCHC guidelines and this AGREEMENT, but CHM shall not arrange or bear the cost of any health care services for infants. To the extent off-site health care services are required for any pregnant COVERED PERSON, CHM shall make appropriate arrangements for rendering such care, but CHM shall not be responsible for the provision or cost of such off-site services. CHM will arrange and coordinate with the DIRECTOR's office for the transportation for such off-site services.
- 1.18 SPECIALTY SERVICES – NOT COVERED. CHM shall not be responsible for the provision or cost of any SPECIALTY SERVICES. In the event that SPECIALTY SERVICES are medically necessary, CHM shall make appropriate off-site arrangements for rendering such care.
- 1.19 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.

**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 Registered Nurse services to be assigned by CHM. The scheduling of such hours of service shall be as determined by the mutual agreement of CHM and the DIRECTOR.
  - 2.0.2 A total of 16 hours per week of Licensed Practical Nurse services to be assigned by CHM. The scheduling of such hours of service shall be as determined by the mutual agreement of CHM and the DIRECTOR.

- 2.0.3 Up to 1 hour per week of PHYSICIAN EXTENDER services to be assigned by CHM. The scheduling of such services shall be as determined by the mutual agreement of CHM and the DIRECTOR.
  - 2.0.4 Up to 2 hours per month of Mental Health Nurse Practitioner services to be assigned by CHM. The scheduling of such services shall be as determined by the mutual agreement of CHM and the DIRECTOR.
  - 2.0.5 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice;
  - 2.0.6 CHM shall provide an on-call PHYSICIAN EXTENDER, Registered nurse and Mental Health Nurse Practitioner available by telephone or pager, 24 hours per day and 7 days per week.
  - 2.0.7 Said hours may be re-allocated and subject to change as determined by mutual agreement of the DIRECTOR 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 JUVENILE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to in writing by the COUNTY and CHM.
  - 2.2 STAFFING CHANGES. CHM shall not change members of the HEALTH CARE STAFF without prior notice and approval by the DIRECTOR pursuant to paragraph 2.3.
  - 2.3 STAFF SCREENING. The COUNTY and DIRECTOR shall screen CHM's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the YOUTH SERVICES CENTER to ensure they do not constitute a security risk. The DIRECTOR 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 DIRECTOR becomes dissatisfied with any member of the HEALTH CARE STAFF, the DIRECTOR 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 DIRECTOR within ten (10) business days following CHM's receipt of the notice, CHM shall remove the individual from providing services at the YOUTH SERVICES CENTER 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 DIRECTOR reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time. Such revocation of security clearance will result in the immediate removal of the affected HEALTH CARE STAFF member from providing services at the YOUTH SERVICES CENTER.

- 2.5 IMMEDIATE REMOVAL OF HEALTH CARE STAFF. The COUNTY or DIRECTOR may require any member of the HEALTH CARE STAFF to leave the YOUTH SERVICES CENTER premises if, at the sole discretion of the COUNTY OR DIRECTOR or designee, any member of the HEALTH CARE STAFF is incompetent, negligent, has engaged in misconduct, has violated a COUNTY OR YOUTH SERVICES CENTER policy, or poses a threat to the COUNTY or its JUVENILES. The COUNTY or DIRECTOR will inform the CHM of this action immediately. CHM will not reassign such member of the HEALTH CARE STAFF to the YOUTH SERVICES CENTER without prior approval of the DIRECTOR or designee.
- 2.6 HEALTH CARE STAFF PRACTICES. CHM warrants that HEALTH CARE STAFF shall abide by all the laws, rules and regulations that govern the practices and procedures under which the HEALTH CARE STAFF is/are licensed and shall act within the parameters of all applicable ethical and professional standards in providing the services. CHM warrants that HEALTH CARE STAFF will comply with all administrative policies adopted by the COUNTY to protect the health, safety and welfare of the YOUTH SERVICES CENTER POPULATION.
- 2.7 LICENSING OF HEALTH CARE STAFF. CHM agrees that it, and its HEALTH CARE STAFF, at all times during this AGREEMENT, shall be properly licensed and/or certified to provide the services they perform pursuant to this AGREEMENT. CHM further agrees that should any of the its HEALTH CARE STAFF no longer be properly licensed and/or certified for the services they perform, CHM shall notify the COUNTY and DIRECTOR immediately. Should any party performing services on behalf of the CHM lose their license or be de-certified, the parties agree that the COUNTY may terminate this agreement immediately.

### **ARTICLE III** **ADMINISTRATIVE SERVICES**

- 3.0 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. CHM shall conduct an ongoing health and mental health education and training program for YOUTH SERVICE CENTER staff . Subject matter of the education and training program shall include administration of medications, utilization of medical devices, biological issues, medical policies and procedures, and other health topics that are in accordance with the needs mutually established by the COUNTY and CHM.

- 3.1 QUARTERLY REPORTS. As requested by the DIRECTOR, 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 YOUTH SERVICES CENTER POPULATION.
- 3.2 ANNUAL REPORTS. CHM shall submit an annual report regarding the YOUTH SERVICES CENTER health care delivery system and an annual statistical summary report. The annual report shall address the effectiveness of the YOUTH SERVICES CENTER health care system, changes effected since the last reporting period, and recommended corrective action. The annual statistical summary report shall indicate the number of juveniles receiving health services by category of care and other pertinent information as requested by the DIRECTOR.
- 3.3 QUARTERLY MEETINGS. As requested by the DIRECTOR, CHM HEALTH CARE STAFF shall meet quarterly, or as soon thereafter as possible, with the DIRECTOR, or designee, concerning health care services within the YOUTH SERVICES CENTER and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
- 3.4 MEDICAL RECORDS MANAGEMENT. CHM shall provide the following medical records management services:
- 3.4.1 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. . CHM will keep medical records confidential and shall not release any information contained in any medical record except as required by published YOUTH SERVICES CENTER policies, the contract between the Nebraska Department of Health and Human Services (NDHHS) and the COUNTY regarding COVERED JUVENILES in the legal custody of the NDHHS, by a court order or by applicable law. In those cases where CHM has access to official information from probation/court records, CHM shall also keep that information confidential. CHM shall not release such information without an order of the court of prior written approval of the parent or legal guardian of the COVERED JUVENILE. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the YOUTH SERVICES CENTER, as property of the YOUTH SERVICES CENTER .
- 3.4.2 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. CHM assumes liability for any breach of

confidentiality that may occur through the action of CHM, CHM's employees, independent contractors, and anyone directly or indirectly employed by CHM.

3.4.3 RECORDS AVAILABILITY. CHM shall make available to the DIRECTOR or COUNTY, unless otherwise specifically prohibited, at the DIRECTOR's or COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the YOUTH SERVICES CENTER POPULATION hereunder.

3.5 LEGAL ACTION CONSULTATIONS. Upon the approval of CHM Legal Counsel, which shall not be unreasonably withheld, CHM shall make any member the HEALTH CARE STAFF available for consultation with the DIRECTOR, the Lancaster County Attorney's Office and/or any other legal representative of the COUNTY relative to any and all legal actions which involve allegations about which CHM or any member of the HEALTH CARE STAFF, has knowledge as a result of CHM's provision of services pursuant to this AGREEMENT. It is specifically understood and agreed that the duties of CHM and its HEALTH CARE STAFF, under this paragraph shall include, when necessary, consultations, appearances and provision of testimony by physicians, physician assistants, or medical residents or any member of the HEALTH CARE STAFF at or in connection with depositions, hearings, trials, and other related legal proceedings.

**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 YOUTH SERVICES CENTER EMPLOYEES AND VISITORS. CHM shall arrange for on-site first response emergency medical care as required for YOUTH SERVICES CENTER employees, contractors and visitors to the YOUTH SERVICES CENTER. 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 YOUTH SERVICES CENTER. 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 YOUTH SERVICES CENTER including, but not limited to, releasees, and escapees. 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 YOUTH SERVICES CENTER facility during transport to or from the YOUTH SERVICES CENTER.

**ARTICLE V**

**PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT**

- 5.0 JUVENILES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE YOUTH SERVICES CENTER. CHM shall not be responsible for arranging the medical care or treatment for JUVENILES housed in other counties or jurisdictions. The other county or other agency or person with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of JUVENILES removed from the YOUTH SERVICES CENTER, including, but not limited to the services listed in Article I of this AGREEMENT and any other health care related expenses associated with said JUVENILES, unless the JUVENILES is housed in a facility where CHM provides JUVENILES health care services. CHM shall not be responsible for arranging the medical care or treatment for JUVENILES housed outside the YOUTH SERVICES CENTER (i.e. JUVENILES on home detention or probation).
- 5.1 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT AND ESCAPED JUVENILES. CHM shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to placement or detention at the YOUTH SERVICES CENTER 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 placement or detention in the YOUTH SERVICES CENTER. 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 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 CHM shall not be responsible for 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. In the event that any of the health care services not covered by CHM under Articles I, II and III, or any services that are not listed within this AGREEMENT, are required for a member of the YOUTH SERVICES CENTER POPULATION as a result of the medical judgment of a physician or CHM authorized personnel, CHM shall be responsible for arranging such services but CHM shall not be responsible for the cost of such services .
- 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 the YOUTH SERVICES CENTER 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 DIRECTOR or their employees, agents or contractors, which results in medical care for the YOUTH SERVICES CENTER POPULATION, YOUTH SERVICES CENTER staff, visitors, or contractors, CHM shall not be responsible for costs attributable to such catastrophic event . Notwithstanding the above, CHM shall be responsible for medical costs associated with such an event only if such an event was caused by the acts or omissions of CHM or their employees, agents, representatives or subcontractors.

**ARTICLE VII**  
**COUNTY'S DUTIES AND OBLIGATIONS**

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The parties acknowledge that the YOUTH SERVICES CENTER is not a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA"). However, the COUNTY, YOUTH SERVICES CENTER, and DIRECTOR and their employees, agents and subcontractors shall treat COVERED PERSONS' health information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). and shall abide by any State health information privacy laws, to the extent they are applicable. The COUNTY and the DIRECTOR shall implement policies and/or procedures in to maintain confidentiality of health information.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CHM shall identify to the DIRECTOR those members of the YOUTH SERVICES CENTER

POPULATION with medical or mental health conditions which may be worsened as a result of being placed, held or detained at the YOUTH SERVICES CENTER or which may require extensive care while being placed, held or detained .

- 7.2 RECORD ACCESS. During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the DIRECTOR shall provide CHM, at CHM's request, the COUNTY, YOUTH SERVICES CENTER and/or DIRECTOR'S records (including medical records) relating to the provision of health care services to the YOUTH SERVICES CENTER POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the YOUTH SERVICES CENTER POPULATION (to the extent the COUNTY, YOUTH SERVICES CENTER or DIRECTOR 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 DIRECTOR to CHM that the DIRECTOR 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 DIRECTOR.
- 7.3 USE OF JUVENILES IN THE PROVISION OF HEALTH CARE SERVICES. JUVENILES of the YOUTH SERVICES CENTER shall not be employed or otherwise engaged or utilized by either CHM or the DIRECTOR or the COUNTY in rendering any health care services to the YOUTH SERVICES CENTER POPULATION.
- 7.4 SECURITY OF THE YOUTH SERVICES CENTER 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 YOUTH SERVICES CENTER POPULATION and DIRECTOR'S staff, consistent with a juvenile detention setting. The DIRECTOR 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 DIRECTOR while at the YOUTH SERVICES CENTER or other premises under the DIRECTOR's direction or control. It is understood and agreed that the YOUTH SERVICES CENTER will not restrict or otherwise interfere with the activities or judgment of the HEALTH CARE STAFF, in matters which involve the practice of medicine or provision of health care services. On the other hand, it is understood and agreed that the YOUTH SERVICE CENTER is a juvenile detention facility and that matters of institutional safety and security are peculiarly within the area of expertise of YOUTH SERVICE CENTER officials. For that reason, matters of institutional safety and security shall be decided by the DIRECTOR or designee. In the event that there is an apparent or potential conflict between the medical judgment of HEALTH CARE STAFF, and the

judgment of the DIRECTOR or designee regarding matters of institutional safety and security, CHM, shall meet with the DIRECTOR to resolve such conflicts. In such situations, the authority for making a final judgment shall rest with the DIRECTOR, provided, however, that in exercising such authority the DIRECTOR shall accord the medical judgment of HEALTH CARE STAFF, the greatest possible deference under the circumstances. However, any CHM HEALTH CARE STAFF, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this AGREEMENT if such person reasonably feels that the current safety services are insufficient. CHM shall not be liable for any loss or damages resulting from CHM's HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services. In the event that any CHM HEALTH CARE STAFF, employee, agent or subcontractor unreasonably refuses to provide services, such action shall be considered a breach of this agreement.

7.5 YOUTH SERVICE CENTER POLICIES AND PROCEDURES. CHM, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY'S and/or YOUTH SERVICES CENTER'S 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 YOUTH SERVICES CENTER , and CHM may make a reasonable number of copies of any specific section(s) it wishes using the YOUTH SERVICES CENTER'S photocopy equipment and paper.

7.5.2 Any Policy or Procedure that may impact the provision of health care services to the YOUTH SERVICES CENTER POPULATION which has not been made available to CHM shall not be enforceable against CHM unless otherwise agreed upon by both parties. CHM shall sign a notice of receipt of YOUTH SERVICES CENTER'S Policies and Procedures.

7.5.3 Any modification of the 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 YOUTH SERVICES CENTER'S Policies and Procedures specifically relate to the delivery of medical services, the COUNTY and/or DIRECTOR or DIRECTOR's representative and CHM shall review the COUNTY and/or YOUTH SERVICES CENTER'S Policies and Procedures and upon mutual agreement of the parties modify or remove those provisions that conflict with CHM's Jail Health Care Policies and Procedures.

- 7.6 SECURE TRANSPORTATION. The YOUTH SERVICES CENTER shall provide security as necessary and appropriate in connection with the transportation of a member of the YOUTH SERVICES CENTER 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 YOUTH SERVICES CENTER for transportation to and from the off-site services provider or hospital and make appropriate off-site arrangements for the rendering of off-site services.
- 7.7 OFFICE EQUIPMENT AND SUPPLIES. The COUNTY shall provide use of necessary COUNTY-owned office equipment, supplies and all necessary utilities (including one telephone and fax line service) in place at the YOUTH SERVICES CENTER health care facilities. The DIRECTOR or designee shall determine what office supplies and office equipment are necessary for the administrative operations of the medical unit. 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.
- 7.8 NON-MEDICAL CARE OF YOUTH SERVICES CENTER POPULATION. It is understood that the COUNTY shall provide for all the non-medical personal needs and services of the YOUTH SERVICES CENTER POPULATION as required by law. CHM shall not be responsible for providing, or liable for failing to provide, non-medical services to the YOUTH SERVICES CENTER POPULATION including, but not limited to, daily housekeeping services, , building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.9 YOUTH SERVICES CENTER POPULATION INFORMATION. In order to assist CHM in providing the best possible health care services to COVERED PERSONS, the DIRECTOR or designee shall provide, as needed, information pertaining to the COVERED PERSON that CHM and the DIRECTOR or designee 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 Hundred Sixty-Nine Thousand Six Hundred Sixty-Eight Dollars (\$169,668.00) for the first contract year (Year 1) . Payments shall be made in equal monthly installments. Each monthly payment for the first contract year shall be Fourteen Thousand One Hundred Thirty-Nine Dollars (\$14,139.00), pro-rated for any partial months and subject to any reconciliations as set forth below.

- 8.1.1 BASE ANNUAL AMOUNT ADJUSTMENT YEAR 2. Effective July 1, 2011, the base annual amount to be paid by the COUNTY to CHM for the second contract year (Year 2) beginning July 1, 2011, and ending June 30, 2012 shall be the base annual amount of Year 1 adjusted in proportion to the change (increase or decrease) in the Mid West Region Consumer Price Index (C.P.I) – Medical Care (1982-84=100) October listing for 2010 published by the Bureau of Labor Statistics of the U.S. Department of Labor or 5.0% whichever is less. The reference point from which changes in the Midwest Region C.P.I. – Medical Care will be allowed will be October 2009. Payment of the base amount for Year 2 shall be made in equal monthly installments. Monthly payments for Year 2 may be pro-rated for any partial months and subject to any reconciliations as set forth below.
- 8.1.2 BASE ANNUAL AMOUNT ADJUSTMENT YEAR 3. Effective July 1, 2012, the base annual amount to be paid by the COUNTY to CHM for the third and final contract year (Year 3) beginning July 1, 2012, and ending June 30, 2013 shall be the base annual amount of Year 2 adjusted in proportion to the change (increase or decrease) in the Mid West Region Consumer Price Index (C.P.I) – Medical Care (1982-84=100) October listing for 2011 published by the Bureau of Labor Statistics of the U.S. Department of Labor or 5.0% whichever is less. The reference point from which changes in the Midwest Region C.P.I. – Medical Care will be allowed will be October 2010. Payment of the base amount for Year 3 shall be made in equal monthly installments. Monthly payments for Year 3 may be pro-rated for any partial months and subject to any reconciliations as set forth below.
- 8.1.3 MONTHLY PAYMENTS. The monthly payment amounts are only to be paid within thirty (30) days of presentment of a statement for reimbursement and documentation that services have been provided pursuant to this AGREEMENT. Statements will be submitted to the COUNTY for review prior to any payment for services. The parties agree that this AGREEMENT does not provide for compensation in the form of a retainer. CHM agrees that it shall not be paid until services have been provided to the COUNTY as provided in this AGREEMENT. CHM further agrees that it will make any additional information available to the COUNTY to support any claim for services rendered. The amounts stated above shall represent the total compensation to be paid to CHM for services provided pursuant to this AGREEMENT, and the COUNTY and the YOUTH SERVICES CENTER shall not be responsible for payments of any other expenses.

- 8.2 ON CALL SERVICES. On call services involving telephone consultation are free. For on call services requiring a site visit by a physician or medical resident, CHM shall receive payment in the amount of \$150.00 per hour. For on call

service requiring a site visit by a Psychiatrist, CHM shall receive payment in the amount of \$185.00 per hour. For on call services requiring a site visit by a Registered Nurse the rate shall be \$42.50 per hour. For any time spent by other HEALTH CARE STAFF for on call services requiring a site visit, the rate shall be the hourly rate for the staff member involved. Following a site visit, CHM shall be responsible for submitting to the COUNTY an itemized statement identifying the amount of time spent in on call services requiring a site visit. The COUNTY shall make payment to CHM, for such time within thirty (30) days following receipt of CHM's, itemized statement.

8.3 LEGAL ACTION CONSULTATIONS/LEGAL PROCEEDINGS. For time spent by a physician or medical resident providing testimony at trial, at depositions, or at other legal proceedings, CHM shall receive payment in the amount of \$225.00 per hour. For time spent by a Psychiatrist providing testimony at trial, at depositions, or at other legal proceedings, CHM shall receive payment in the amount of \$277.50 per hour. For any time spent by a Registered Nurse for similar activities, the rate shall be \$63.75 per hour. For any time spent by other HEALTH CARE STAFF for similar activities, the rate shall be 1.5 times the hourly rate for the staff member involved. Following an appearance at any such legal proceeding, CHM shall be responsible for submitting to the COUNTY an itemized statement identifying the proceeding or proceedings at which the individual appeared and the amount of time spent in connection with such appearance. The COUNTY shall make payment to CHM, for such time within thirty (30) days following receipt of CHM's, itemized statement.

8.4 TOTAL REIMBURSEMENT. It is understood and agreed that the amounts stated above shall represent total reimbursement for the services provided under the terms of this AGREEMENT. Neither the COUNTY nor the YOUTH SERVICES CENTER shall be responsible for the direct payment of any wages, insurance or fringe benefits, including but not limited to vacation, overtime, retirement benefits, workers' compensation insurance and unemployment insurance for CHM employees, agents, representatives, subcontractors or HEALTH CARE STAFF.

8.5 QUARTERLY RECONCILIATION PROCESS. CHM will provide a quarterly reconciliation with the COUNTY for any amounts owed by either party pursuant to the terms of this AGREEMENT, including, but not limited to:

8.5.1 ADJUSTMENT FOR STAFFING CHANGES. The quarterly reconciliation shall include an adjustment for staffing hours based on staffing hours provided in Paragraph 2.0.1 and 2.0.4. For each month in the quarter reconciled, if the actual staffing hours exceed those in Paragraph 2.0.1 and 2.0.4, then the compensation payable to CHM by the COUNTY shall be increased by the difference between hours provided and hours contracted at the current hourly rate. If the actual staffing hours for a specific service is less than the total staffing hours for such

service provided in Paragraph 2.0.1, 2.0.2, 2.0.3, and 2.0.4, then the compensation payable to CHM by the COUNTY shall be decreased by the difference between the hours provided and hours contracted at One Hundred Ten percent (110%) of the current hourly rate.

## ARTICLE IX TERM AND TERMINATION

- 9.0 TERM. The term of this AGREEMENT shall be three (3) years from July 1, 2010 at 12:01 a.m. through June 30, 2013 at 11:59 p.m. unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article. This AGREEMENT may be renewed for three (3) additional one (1) year terms upon the mutual written agreement of both parties with mutually agreed upon increases,.
- 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. Any said negotiated increase not to exceed the average increase in the Consumer Price Index for the, Midwest Region, for Medical Care Service for the twelve (12) month period prior to the renewal date. The increase shall be computed by summing the published monthly percentage increases for the twelve (12) months prior to the renewal date and dividing by twelve (12). CHM and the COUNTY both reserve 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 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 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 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 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,” and cures the “basis for termination” to the satisfaction of the COUNTY, 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 COUNTY.
- 9.4 TERMINATION WITHOUT CAUSE. The COUNTY may, without prejudice to any other rights it may have and without penalty or liability, terminate this AGREEMENT for their convenience, for any reason and without cause by giving ninety (90) days advance written notice to the other party. The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT.
- 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 YOUTH SERVICES CENTER 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 YOUTH SERVICES CENTER 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 CHM shall not commence work pursuant to this AGREEMENT until it has obtained such insurance and has provided the COUNTY with proof of such insurance.
- 10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance, including coverage for bodily injury, wrongful death, personal injury, property damage, contractual liability, and products/completed operations liability. The minimum acceptable limits of liability to be provided by such insurance shall be as follows: Bodily Injury/Property Damage \$1,000,000 per occurrence and \$2,000,000 in the aggregate Personal Injury Damage \$1,000,000 per occurrence
- 10.0.3 AUTOMOBILE LIABILITY. Automotive Liability in an amount not less than \$1,000,000 Combined Single Limit.
- 10.0.4 WORKERS' COMPENSATION. Workers' Compensation coverage fully insuring its employees as required by applicable state law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.
- 10.1 ENDORSEMENTS. CHM shall not commence work under this AGREEMENT until it has obtained all insurance required under Article X of this AGREEMENT and has provided the COUNTY with a Certificate of Insurance showing the specific limits of insurance required by Article X and showing the Comprehensive General Liability policy contains additional endorsements naming the Lancaster County, Nebraska, as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) days notice of cancellation, non-renewal, or any material reduction of insurance coverage.
- 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 DIRECTOR, 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 then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY pursuant to the terms of Article IX.

- 10.3 INDEMNIFICATION. . CHM agrees to save and hold harmless, to the fullest extent allowed by law, the COUNTY and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of CMH, its principals, officers, employees, agents, subcontractors, independent contractors, or representatives in the performance of this AGREEMENT. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this AGREEMENT that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, CMH shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require CMH to indemnify or hold harmless the COUNTY from liability for the negligent or wrongful acts or omissions of the COUNTY or its principals, officers, or employees.
- 10.4 The COUNTY agrees to save and hold harmless, to the fullest extent allowed by law, CMH and its principals, officers, employees and independent contractors from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the COUNTY, its principals, officers, and employees in the performance of this AGREEMENT. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this AGREEMENT that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, the COUNTY shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay judgments or related expenses from or in conjunction with any such claims. Nothing in this AGREEMENT shall require the COUNTY to indemnify or hold harmless CHM from liability for the negligent or wrongful acts or omissions of CHM or its principals, officers, or employees.
- 10.5 HIPAA. The parties acknowledge that the YOUTH SERVICES CENTER is not a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA"). However, the COUNTY, YOUTH SERVICES CENTER, and DIRECTOR and their employees, agents and subcontractors shall treat COVERED PERSONS' health information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI) and shall abide by

any State health information privacy laws, to the extent they are applicable. CHM the COUNTY and the DIRECTOR shall implement policies and/or procedures to maintain confidentiality of health information. CHM assumes liability for any breach of confidentiality that may occur through the action or omission of CHM, CHM's employees, independent contractors, and anyone directly or indirectly employed by CHM. The COUNTY assumes liability for any breach of confidentiality that may occur through the action or omission of the COUNTY, the COUNTY's agents, representatives and employees.

- 10.6 SURVIVABILITY. The obligations under this Article X shall survive the termination of this AGREEMENT.

#### **ARTICLE XI** **MISCELLANEOUS**

- 11.0 INDEPENDENT CONTRACTOR STATUS. . It is the express intent of the parties that this AGREEMENT shall not create an employer-employee relationship. CHM, its agents, consultants, subcontractors, independent contractors, or representatives, and any employees of CHM shall not be deemed to be employees of the COUNTY and employees of the COUNTY shall not be deemed to be employees of CHM. CHM, its agents, consultants, subcontractors, independent contractors, and representatives, and the COUNTY shall be responsible to their respective employees for all salary and benefits. Neither CHM, its employees, agents, consultants, subcontractors, independent contractors, or representatives nor the COUNTY's employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. CHM shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, agents, consultants, subcontractors, independent contractors, and representatives, and for payment of all federal, state, local and any other payroll taxes with respect to its employees', agents', consultants', subcontractors', independent contractors', and representatives' compensation.
- 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. CHM shall require its independent contractors to agree to the insurance provisions found in Article X of this AGREEMENT. Additionally, CHM agrees to require

any contractors or subcontractors, providing health care services, to indemnify and hold the COUNTY harmless to the same extent and as provided in Paragraph 10.3 of this AGREEMENT.

- 11.2 EQUAL EMPLOYMENT OPPORTUNITY. In connection with the carrying out of the activities provided herein, CHM shall not discriminate against any COVERED PERSON, JUVENILE, employee or applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance. 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.
- 11.3 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.
- 11.4 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 COUNTY are a party and which relate to the providing of health care to JUVENILES at the YOUTH SERVICES CENTER. 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.
- 11.5 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.
- 11.6 ASSIGNMENT. No party to this AGREEMENT may assign or transfer this AGREEMENT, or any part thereof, without the written consent of the other parties.
- 11.7 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:

If for CHM:  
Correctional Healthcare Management, Inc  
General Counsel  
6200 South Syracuse Way, Suite 440  
Greenwood Village, CO 80111

If for COUNTY:  
Lancaster County Youth Services Center  
Director  
1200 Radcliff Street  
Lincoln, NE 68512

Cc:  
Lancaster County Board of Commissioners  
555 South 10th Street  
Lincoln, NE 68508

If for CHM: (309) 272-1643	If for COUNTY: (402) 441-7093
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Such address may be changed from time to time by either party by providing written notice as provided above.

- 11.8 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to the conflicts of laws or rules of any jurisdiction.
- 11.9 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.
- 11.10 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.
- 11.11 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.
- 11.12 In accordance with Neb. Rev. Stat. §4-108 through §4-114, CHM agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United

States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. CHM shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. CHM shall require any subcontractor to comply with the provisions of this section.

11.13 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.

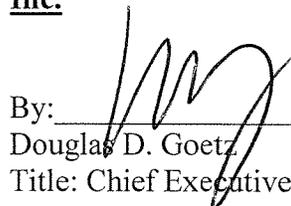
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

**AGREED TO AND ACCEPTED AS STATED ABOVE:**

**County of Lancaster, Nebraska**

**Correctional Healthcare Management, Inc.**

By:   
Bernie Heier  
Title: Lancaster County Chairman of County Commissioners

By:   
Douglas D. Goetz  
Title: Chief Executive Officer

Date: 6/29/10

Date: 6/21/10

By:   
Ray Stevens  
Title: Lancaster County Vice Chair of Commissioners

Date: 6/29/10

By:   
Bob Workman  
Title: Lancaster County Commissioner

Date: 6/29/2010

By: Deb Schorr

Deb Schorr

Title: Lancaster County Commissioner

Date: 6/29/10

**Hudkins Absent**

By: \_\_\_\_\_

Larry Hudkins

Title: Lancaster County Commissioner

Date: 6/29/10

APPROVED AS TO FORM

this 22 day of June, 2010.

Thomas Fox  
Deputy County Attorney

for GARY E. LACEY

County Attorney

## **SPECIFICATIONS MEDICAL SERVICES FOR YOUTH SERVICES CENTER**

### **1. SUPPLEMENTAL INSTRUCTIONS**

- 1.1 Lancaster County is requesting proposals for Medical, Dental and Psychiatric Services at the Youth Service Center (YSC).
- 1.2 Qualified Vendors shall submit their proposals in written and electronic form.
  - 1.2.1 Vendor shall submit 5 copies of their written proposal to the City/County Purchasing Department prior to the RFP closing date and time.
  - 1.2.2 Vendor must also respond by submitting an electronic response using the City/County Ebid system.
  - 1.2.3 Failure to submit a written and electronic response may result in the rejection of the proposal.
- 1.3 All health services provided by the Vendor shall be in accordance with all applicable standards/rules related to health care services in Juvenile Detention facilities and the Nebraska Jail Standards for Juvenile Detention Facilities, and requirements set by this agreement.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
  - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.4.2 At no time throughout this process will the Vendor be allowed to contact County staff or Evaluation Panel Members to discuss their proposal.
- 1.5 The term of this contract will be three (3) years with the option to renew for one (1) additional three (3) year period upon mutual consent of both parties.

### **2. MEDICAL SERVICE REQUIREMENTS**

- 2.1 The County wishes to have medical services available 24 hours per day, seven days per week, in the event that such services are needed at YSC.
  - 2.1.1 On-site hours for Vendors medical staff coverage: 7am to 9pm, seven days a week, 365 days per year.
  - 2.1.2 The Vendor shall be available on an on-call basis, 24 hours per day, seven days per week, to provide physician services, telephone consultation, assessment, and referrals as required by the YSC.
  - 2.1.3 The Vendor shall determine the appropriate medical staff to provide the services needed.
- 2.2 The Vendor shall be responsible for the supervision of all medical staff.
- 2.3 The Vendor shall have a qualified physician, licensed in the State of Nebraska, available to YSC 24 hours per day, seven days per week.
  - 2.3.1 All matters of medical health judgment shall be the sole province of the responsible physician provided by the Vendor.
- 2.4 The Vendor Medical Care Staff will administer medications to the residents during the on-site hours.
- 2.5 The Vendor's Medical Care Staff shall determine strategic locations for first aid supplies and first responder kits as well as ensure adequate stock at each location.
- 2.6 The Vendor shall establish a procedure for the monthly inspection and restocking of medical supplies.
  - 2.6.1 A list of supplies required will be given to the YSC Director or designee for placement of orders from County contract vendors.
- 2.7 The Vendor will be responsible for the development and maintenance of a policy and procedure manual which covers all medical health practices for the YSC.
  - 2.7.1 Such policies/procedures must be in compliance with all applicable standards/rules related to medical health care services in Juvenile Detention facilities.
  - 2.7.2 These policies and related procedures will be developed with input and approval from the YSC Director or designee.

## Exhibit B

- 2.7.3 Annual reviews of all medical health care service policies and procedures will be conducted to ensure continued compliance with all standards.
- 2.8 The Vendor shall have written procedures established to provide for the proper management and distribution of pharmaceuticals provided by a County Contract Vendor.
  - 2.8.1 Maintain unit dose system for medication administration with contracted pharmacy.
  - 2.8.2 Perform medication reviews for all residents receiving prescription and/or over-the-counter medications at least weekly.
- 2.9 The Vendor will be responsible for conducting staff orientation and in-service education for all YSC staff.
  - 2.9.1 Subject matter shall include but not be limited to; dispensing of medications, utilization of medical devices, biological issues, medical policies and procedures and other health topics.
- 2.10 Vendor must coordinate medical care with the resident's primary medical care provider, the local health department and the Vendor's contracted medical care staff, as appropriate
  - 2.10.1 Reasonable attempts shall be made to refer the youth to their primary care physician prior to being referred to the Vendors physician.
- 2.11 The Vendor will be responsible for case management of medical services including but not limited to:
  - 2.11.1 Intake assessments for new residents, including development of care plans for residents with health problems.
  - 2.11.2 Coordination of care with YSC staff, other medical/mental health providers' pharmacies, and human service agencies.
- 2.12 The Vendor shall collect and respond to juveniles requests for medical treatment daily.
  - 2.12.1 Requests for treatment shall be reviewed by vendor medical care staff to determine appropriate disposition or referral directly to the Vendor's physician.
- 2.12 The Vendor shall make their medical staff available for in-court testimony as requested by the Lancaster County Attorney's Office.
  - 2.12.1 Vendor shall make their medical staff available to attend any necessary meetings or conferences in preparation of testimony as requested by the Lancaster County Attorney's Office.
- 2.13 The Vendor's physician shall execute medical authorization under the terms of which staff of YSC will be authorized to administer specified non-prescription products and employ specified methods of treatment in dealing with routine, non-emergency medical problems which arise at YSC.
  - 2.13.1 The Vendor shall outline the specific requirements for the administration of such non-prescription products in the medical policy and procedures manual.
- 2.14 The Vendor shall provide on-site laboratory collection services (I.E. – blood draws, throat cultures, etc...) per physician's orders or at the request of the YSC Director.
- 2.15 Informed Consent Requirements shall be observed for all examinations, treatments, and procedures.
- 2.16 The Vendor will provide all other medical health care services to residents as needed.

### 3. REPORTING REQUIREMENTS

- 3.1 Vendor's medical staff shall meet with the YSC Director at least quarterly.
- 3.2 Vendor must submit an annual report of the health care delivery system and an annual statistical summary report.
  - 3.2.1 The annual report should address: the effectiveness of the health care system, changes effected since the last reporting period and recommended corrective action.
  - 3.2.2 The annual statistical report should indicate the number of juveniles receiving health services by category of care as well as other pertinent information.

## Exhibit B

### 4. POLICY AND PROCEDURE MANUAL REQUIREMENTS

- 4.1 The Vendor shall have written policies and procedures, approved by a physician and the YSC Director, to govern the delivery of medical, psychiatric and dental health services which must be in compliance with all applicable standards/rules related to health care services in Juvenile Detention facilities.
  - 4.1.2 The written policies and procedures shall address, at a minimum, the following:
    - 4.1.2.1 Receiving screening
    - 4.1.2.2 Collection of health appraisal data
    - 4.1.2.3 Non-emergency medical services
    - 4.1.2.4 Emergency medical and dental services
    - 4.1.2.5 First-aid and CPR
    - 4.1.2.6 Screening, referral, and care of juveniles who may present risk for suicide, or experience physical, mental, or emotional disabilities.
    - 4.1.2.7 Arrangements for providing chronic and convalescent care
    - 4.1.2.8 Arrangements for providing close medical supervision of juveniles with special medical or psychiatric problems.
    - 4.1.2.9 Delousing procedures
    - 4.1.2.10 Infectious disease control
    - 4.1.2.11 Arrangements for providing detoxification
    - 4.1.2.12 Handling of pharmaceuticals
    - 4.1.2.13 Notification of next of kin in case of serious illness, injury, or death.
    - 4.1.2.14 Medical Records development, maintenance and retention, in accordance with the Vendors physician approval.
    - 4.1.2.15 Authorization to treat.
    - 4.1.2.16 Confidentiality.

### 5. DENTAL SERVICES

- 5.1 The Vendor shall make reasonable dental care available and provided to juveniles when the health of the juvenile during confinement would otherwise be adversely affected.
- 5.2 The Vendor will be responsible for the development and maintenance of a policy and procedure manual which covers all dental health practices for the YSC.
  - 5.2.1 Such policies/procedures must be in compliance with all applicable standards/rules related to dental health care services in Juvenile Detention facilities.
  - 5.2.2 These policies and related procedures will be developed with input and approval from the YSC Director or designee.
  - 5.2.3 Annual reviews of all dental health care service policies and procedures will be conducted to ensure continued compliance with all standards.

### 6. PSYCHIATRIC SERVICES

- 6.1 The Vendor shall make reasonable psychiatric care available and provided to juveniles when the health of the juvenile during confinement would otherwise be adversely affected.
- 6.2 The Vendor will be responsible for the development and maintenance of a policy and procedure manual which covers all psychiatric services for the YSC.
  - 6.2.1 Such policies/procedures must be in compliance with all applicable standards/rules related to psychiatric services in Juvenile Detention facilities.
  - 6.2.2 These policies and related procedures will be developed with input and approval from the YSC Director or designee.
  - 6.2.3 Annual reviews of all psychiatric care service policies and procedures will be conducted to ensure continued compliance with all standards.

## Exhibit B

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### 7. DETOXIFICATION

7.1 The Vendor shall make arrangements for detoxification programs under medical supervision of alcohol and drug-dependent juveniles either in the YSC or through transfer to other facilities.

### 8. LICENSING AND PROFESSIONAL REQUIREMENTS

8.1 The Vendor shall meet all requirements set forth by the Nebraska Jail Standards for Juvenile Detention Facilities and requirements designated by this agreement.

8.2 The Vendor shall provide all State licensing, certification, and/or registration for all employees working at the YSC.

8.2.1 Copies of current credentials for each medical employee shall be kept on file at the YSC and in the Vendor's records.

8.3 The Vendor shall have and make available to YSC the written job descriptions for all medical personnel which define their respective roles in the YSC's health care system.

8.4 The Vendor's physician's assistants and nurse practitioners may practice within the limits of Nebraska state law.

8.5 Informed Consent Requirements shall be observed for all examinations, treatments, and procedures.

### 9. COMPENSATION

9.1 The County agrees to reimburse the Vendor for services at the rates proposed in the Vendors response to this RFP.

9.1.1 Vendors response shall be a lump sum cost for each contract year covering all the requirements as listed in this specification.

9.2 Vendor shall provide pricing for the following additional services and personnel in the following format:

9.2.1 Per physician's visit

9.2.2 Per telephone conversation with physician

9.2.3 Per hour for on-site lab services by a lab technician

9.2.4 Per hour for medical staff to meet with or testify for the County Attorney's Office in preparation for litigation

9.3 Vendor shall include a list of any "value added" services offered to the County at no charge.

### 10. CONFIDENTIALITY

10.1 The Vendor agrees to abide by all federal, state, and local laws regarding confidentiality of records as it relates to the juveniles.

### 11. BILLING REQUIREMENTS

11.1 Vendor shall submit a monthly statement documenting the services and expenses provided pursuant to this agreement.

11.2 The County will pay the Vendor on a monthly basis based upon submission and approval of allowable expenses.

11.3 The Vendor shall seek reimbursement from outside sources.

11.3.1 Vendor compensation shall be reduced by the amount Vendor receives from such outside sources.

11.3.2 Unresolved reimbursements shall be reconciled on a quarterly basis.

11.4 Outline your procedures for billing including the receipt of outside sources such as private insurance, Medicaid, etc.

11.4.1 This information shall be included in the written response of the proposal.

## Exhibit B

### 12. SUBMITTAL REQUIREMENTS

- 12.1 Vendor must reply to this proposal in written form and electronically on the City/County Purchasing ebid system.
- 12.2 Vendor shall provide at least three references from government operated facilities of which at least one has been a Youth Detention Facility.
  - 12.2.1 Reference information shall include the following:
    - Facility name
    - Facility address
    - Number of Inmates in facility
    - Type of facility
    - Name of person managing the contract
    - Phone number of person managing the contract
    - Number of years under contract with this facility
    - Type/s of service provided under the contract
    - Dollar value of contract for the facility
- 12.3 Vendor shall outline procedures for billing including the receipt of outside sources such as private insurance, Medicaid, etc.
- 12.4 Vendor will outline their company guidelines for compliance with section 10.1.
- 12.5 Vendor shall include a list of any "value added" services offered to the County at no charge if awarded the contract.
- 12.6 Vendor shall provide a detailed transition plan leading up to the complete control of medical, dental and psychiatric services for the facility.
- 12.6 Vendor shall note any deviations from these specifications in the written portion of the proposal.

### 13. AWARD CRITERIA

- 13.1 The award of this proposal to a vendor will be based on the following factors:
  - 13.1.1 Experience working with a Youth Detention Facility.
  - 13.1.2 "Value Added" services provided at no charge to facility.
  - 13.1.3 Information obtained from references.
  - 13.1.4 The total cost of services.
  - 13.1.5 The transition plan submitted.
- 13.2 A panel of experts will be selected to review all proposals and make a recommendation for a finalist/s.
  - 13.2.1 Finalist/s will be required to meet with the panel during a personal interview to discuss their proposal.
  - 13.2.2 The Panel will ask questions pertaining to the services the Vendor intends to provide based on the proposal submitted.
- 13.3 The total cost of services will be considered during the evaluation period but will not exclude a vendor from receiving an interview if the Panel believes the firm is qualified to perform the services required.
  - 13.3.1 Following a decision by the Panel, negotiations will be held with the selected Vendor to determine the contract terms and cost to the County.