

C-14-0267
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MAY 22 2014

LANCASTER COUNTY
CLERK

Third Amendment to Agreement for
Health Care Services for
Lancaster County Department of Corrections

Bid 10-173
This Third Amendment is hereby entered into on this 4th day of May, 2014, by and between Correct Care Solutions, LLC (hereinafter "CCS"), a limited liability company organized under the laws of the State of Kansas, 3343 Perimeter Hill Drive, Suite 300, Nashville, TN 37211, and the County of Lancaster (hereinafter "the County"), a political subdivision of the State of Nebraska, 555 S. 10th Street, Lincoln, NE 68508, for the purpose of amending the Agreement dated May 6, 2011 under County Contract No. C-11-0252 (hereinafter "the Agreement"), which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is June 2, 2011 to May 31, 2014, with the option to renew for an additional thirty-six months (36) months; and

WHEREAS, the parties wish to renew the agreement for the additional thirty-six (36) month period from June 1, 2014 to May 31, 2017; and

WHEREAS, Section 2.4 of the Agreement allows for an annual management fee adjustment based upon the management fee of the previous year plus or minus an adjustment equal to the change in the CPIB KC Region, not to exceed 3.5%; and

WHEREAS, the Contractor is requesting a 2.1% increase in the management fee for the period of June 1, 2014 to May 31, 2015; and

WHEREAS, said increase will result in a management fee of \$150,909.00 for contract year 2014/2015 of the Agreement; and

WHEREAS, the parties would also like to establish the total anticipated costs to the County for medical care during contract year 2014/2015 of the Agreement;

WHEREAS, the parties agree that the total anticipated costs to the County for medical care during contract year 2014/2015 will be \$1,654,377.00.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-11-0252, and stated herein, the parties wish to amend the agreement as follows:

1. Amend the Agreement by adding the following language as Section 2.1(c):
 - 2.1(c) Exhibit 1, attached hereto to the Third Amendment to the Agreement and incorporated by this reference, contains anticipated costs to the County for medical care during the fourth year (contract year 2014/2015) of this Agreement. These costs include: 1) the management fee, a fixed amount of One Hundred Fifty Thousand Nine Hundred Nine Dollars (\$150,909), which is paid to CCS for

administering the County's medical care program; and 2) personnel costs incurred by CCS for payment of its employee's wages and salaries, pharmacy, professional fees, insurance, medical supplies, and administrative expenses. The County shall not 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. The parties recognize that the foregoing costs in Section 2.1(c) subsection 2) above, may vary subject to inmate needs and the actual cost of these items.

The County shall compensate CCS for the services described above in a total amount not to exceed One Million Six Hundred Fifty Four Thousand Three Hundred Seventy Seven Dollars and No Cents (\$1,654,377.00) except as otherwise approved by the Lancaster County Board of Commissioners in accordance with this provision.

Should the need for services of CCS exceed One Million Six Hundred Fifty Four Thousand Three Hundred Seventy Seven Dollars and No Cents (\$1,654,377.00) any and all costs above this amount are subject to prior approval of the Lancaster County Board of Commissioners. CCS will notify the County if costs are expected to exceed this amount. The County will timely respond to any requests for additional funds. If the County does not approve additional anticipated costs, CCS will have the option to terminate this Agreement without penalty upon thirty (30) days written notice.

2. Amend Section 2.3 of the Agreement by substituting the following language:

2.3 PAYMENT TO CCS. On the 1st of each month, CCS will submit an invoice to the County for 1/12th of the management fee, a fixed amount of One Hundred Forty Thousand Dollars (\$140,000) for contract year 2011/2012, a fixed amount of One Hundred Forty Four Thousand Two Hundred Dollars (\$144,200) for contract year 2012/2013, and a fixed amount of One Hundred Forty Seven Thousand Eight Hundred Five Dollars (\$147,805) for contract year 2013/2014, and a fixed amount of One Hundred Fifty Thousand Nine Hundred Nine Dollars (\$150,909) for contract year 2014/2015 and for the costs that are estimated to be incurred during the month. The County will make payment to CCS within fifteen days of the date of invoice. On a quarterly basis, CCS will true up invoices with actual costs for that quarter and submit an adjusted invoice to the County. If actual costs exceed payments, the County will pay any balance to CCS within 15 days of the date of invoice. If payments exceed actual costs, CCS will issue a credit to the County in the next monthly invoice. CCS understands and agrees that advance payments will not be made and that CCS must submit a proper invoice for services already rendered prior to the issuance of payment by the County. CCS further agrees that it will make any additional information available to the County to support any claim for services rendered.

3. Amend Section 3.0 of the Agreement by substituting the following language:

3.0 TERM. The term of this Agreement shall be for a period from June 2, 2011, to May 31, 2017, unless this Agreement is terminated or notice of termination is given, as set forth in this Article.

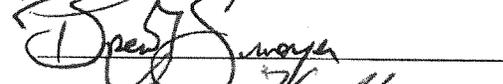
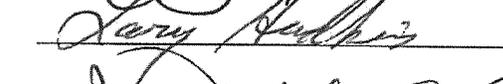
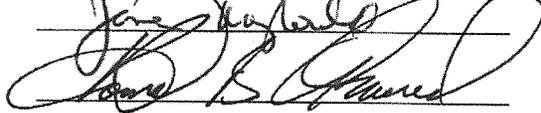
All other terms of the original Agreement under County Contract No. C-11-0252 not otherwise inconsistent herewith, shall remain in full force and effect.

EXECUTED this 27 day of May, 2014, by Lancaster County, Nebraska.

THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this 27 day of May, 2014.


Deputy County Attorney
for JOE KELLY
County Attorney

EXECUTED this 14th day of May, 2014, by Correct Care Solutions, LLC.

By: 

Title: President

Exhibit 1

CCS Budget Cost Worksheet 6/1/14 - 5/31/15

	<u>Year 4 Costs</u>	<u>%</u>
Personnel Costs		
Salaries & Wages	\$1,064,175	
Contract Labor (Subcontractors)	\$48,173	
Benefits	\$156,492	
<u>Total Personnel Costs</u>	\$1,268,840	76.7%
<u>Total Off-site Services (Per RFP)</u>	\$0	0.0%
<u>Total Pharmacy Costs</u>	\$129,585	7.8%
On-site Variable Costs		
On-site Labs	\$9,639	
Eyeglasses	\$0	
Medical & Dental Supplies	\$600	
Provider Call-back incentive	\$0	
<u>Total On-site Variable Costs</u>	\$10,239	0.6%
On-site Administrative Expenses		
Administrative Expenses (office supplies, postage, med. waste, printing, scrubs, etc.)	\$0	
Internet	\$0	
Recruitment	\$2,500	
Travel	\$2,509	
Large Copier/FAX/Printer/Scanner	\$0	
Shredding	\$0	
Legal/Consulting	\$10,000	
Insurance - General & Med Mal	\$48,061	
Insurance - Workers Comp	\$22,739	
Performance Bond	\$386	
NCCHC Dues	\$0	
ERMA Annual License Fee	\$0	
Other Misc. Expenses	\$8,609	
<u>Total On-site Administrative</u>	\$94,805	5.7%
<u>Total Costs:</u>	\$1,503,468	90.9%
<u>Management Fee:</u>	\$150,909	9.1%
<u>Total Year Three Costs:</u>	\$1,654,377	100.0%

C-1160252

HEALTH CARE SERVICES AGREEMENT
BETWEEN
CORRECT CARE SOLUTIONS, LLC
AND
LANCASTER COUNTY, NEBRASKA
Bid 10-173

RECEIVED
MAY 09 2011
LANCASTER COUNTY
CLERK

This Health Care Services Agreement ("Agreement") is made and entered into this 10 day of May, 2011, between Correct Care Solutions, LLC (hereinafter "CCS"), a limited liability company organized under the laws of the State of Kansas, 3343 Perimeter Hill Drive, Suite 300, Nashville, TN 37211; and the County of Lancaster (hereinafter "the County"), a political subdivision of the State of Nebraska, located at 555 S. 10th Street, Lincoln, NE 68508.

RECITALS

WHEREAS, the County, through its duly designated Director of the Lancaster County Department of Corrections (hereinafter "the Director"), is charged with the responsibility of administering, managing and supervising the health care delivery system of the Lancaster County Department of Corrections (hereinafter "Corrections"); and

WHEREAS, the objective of the County is to provide for the delivery of quality health care to individuals placed, held, or detained in Lancaster County's correctional facilities, in accordance with applicable law; and

WHEREAS, CCS is in the business of administering correctional health care services and desires to administer such services on behalf of the County to the Lancaster County Department of Corrections, under the terms and conditions hereof.

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

HEALTH CARE SERVICES

- 1.0 SCOPE OF SERVICES. CCS shall provide comprehensive institutional healthcare services for the County's corrections facilities according to the terms and provisions of this Agreement and in compliance with applicable law. Additionally, CCS shall administer all health care services and related administrative services which are not in conflict with this Agreement and are:
 - 1.0.1 Provided in Section Two - Scope of Services, of CCS's Response to RFP No. 10-173 Inmate Medical Services - Lancaster County Corrections, dated September 8, 2010, (attached hereto as "Exhibit A") and
 - 1.0.2 Provided in Section Three - Personnel Services, of CCS's Response to RFP No. 10-173 Inmate Medical Services - Lancaster County Corrections, dated September 8, 2010, (attached hereto as "Exhibit B"), as modified by the Correct Care Solutions - Revised Staffing Plan 1-24-2011 (attached

hereto as "Exhibit E") and

1.0.3 Provided in Section Four - Program Support Services, of CCS's Response to RFP No. 10-173 Inmate Medical Services - Lancaster County Corrections, dated September 8, 2010, (attached hereto as "Exhibit C") and

1.1 STAFFING. CCS shall establish initial staffing for this Agreement in accordance with Exhibit E, Correct Care Solutions - Revised Staffing Plan 1-24-2011. CCS or County may occasionally recommend changes to the staffing matrix, which shall be considered a modification to this Agreement, provided such changes are approved in writing by both parties.

1.2 IMMEDIATE REMOVAL OF HEALTH CARE STAFF. The County or Director may require any member of the Health Care Staff, defined as medical, mental health and/or support staff provided by CCS, to leave the Correctional Facility premises if, at the sole discretion of the County or Director or designees, any member of the Health Care Staff is incompetent, negligent, has engaged in misconduct, has committed a serious violation of a County or Correctional Facility policy, or poses a threat to the County or its inmates. The County or Director will inform CCS of this action immediately. CCS will not reassign such member of the Health Care Staff to the Correctional Facilities without prior approval of the Director or designee.

1.3 HEALTH CARE STAFF PRACTICES. CCS will require its Health Care Staff to 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. CCS will require its Health Care Staff to comply with all administrative policies adopted by the county to protect the health, safety and welfare of the Correctional Facilities population.

1.4 LICENSING OF HEALTH CARE STAFF. CCS 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. CCS further agrees that should any of its Health Care Staff no longer be properly licensed and/or certified for the services they perform, CCS shall notify the County and Director immediately. Should any party performing services on behalf of CCS lose their license or be de-certified, the parties agree that the County may terminate this agreement immediately.

1.5 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The parties acknowledge that the Correctional Facilities are not a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, the County, Correctional Facilities, and Director and their employees, agents and subcontractors shall treat inmate health information

in a manner consistent with HIPAA's requirements for Protected Health Information (PHI) and the Health Information Technology for Economic and Clinical Health Act (HITECH), and shall abide by any State and federal health information privacy laws, to the extent they are applicable. The County and the Director shall implement policies and/or procedures to maintain confidentiality of health information. CCS assumes liability for any breach of confidentiality that may occur through the action or omission of CCS, CCS's employees, independent contractors, and anyone directly or indirectly employed by CCS. 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.

- 1.6 QUARTERLY MEETINGS. Quarterly meetings will be held between medical and administrative staff of CCS with the Director of the Lancaster County Department of Corrections and his/her staff. These meetings shall be at a mutually designated time and place.

COMPENSATION

- 2.0 COST PLUS MANAGEMENT FEE CONTRACT. The parties acknowledge the information and directives provided in Section Five - Cost Plus Management Fee Contract, of CCS's Response to RFP No. 10-173 Inmate Medical Services - Lancaster County Corrections, dated September 8, 2010, attached hereto as "Exhibit D", as modified by Correct Care Solutions - Revised Staffing Plan 1-24-2011 (attached hereto as "Exhibit E"), the CCS Revised Budget Cost Worksheet 2-8-11 (attached hereto as "Exhibit F"), the CCS Revised Budget Cost Worksheet 2-8-11 Start-up Costs (Exhibit G), and the CCS Revised Base Budget Cost Worksheet 2-8-11 for Required Site Visits (attached hereto as "Exhibit H"), , and the CCS Personnel Costs Revised Pricing 2-8-11 (attached hereto as "Exhibit I").
- 2.1 COSTS. Exhibit F contains anticipated costs to the County for medical care during the first year (contract year 2011/2012) of this Agreement. These costs include: 1) the management fee, a fixed amount of One Hundred Forty Thousand Dollars (\$140,000), which is paid to CCS for administering the County's medical care program; and 2) the non-recurring start-up cost for the initial term, in an amount not to exceed Forty Four Thousand Six Hundred Ninety Nine Dollars (\$44,699); and 3) personnel costs incurred by CCS for payment of its employee's wages and salaries, pharmacy, professional fees, insurance, medical supplies, and administrative expenses. The County shall not 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. The parties recognize that the foregoing costs in Section 2.1 subsection 3), above, may vary subject to inmate needs and the actual cost of these items.

The County shall compensate CCS for the services described above in a total amount not to exceed One Million Two Hundred Forty Three Thousand Seven Hundred Thirty Seven Dollars and Sixty Cents (\$1,243,737.60) except as otherwise approved by the Lancaster County Board of Commissioners in accordance with this provision.

Should the need for services of CCS exceed One Million Two Hundred Forty Three Thousand Seven Hundred Thirty Seven Dollars and Sixty Cents (\$1,243,737.60), any and all costs above this amount are subject to prior approval of the Lancaster County Board of Commissioners. CCS will notify the County if costs are expected to exceed this amount. The County will timely respond to any requests for additional funds. If the County does not approve additional anticipated costs, CCS will have the option to terminate this Agreement without penalty upon thirty (30) days written notice.

- 2.2 **COST OF THIRD PARTY MEDICAL SERVICES.** The County will be financially responsible for the following direct services to inmates: x-ray and laboratory services, off-site hospital services, medical equipment, "aids to impairment" as defined in J-6-10 of the NCCHC Jail Standards, vaccines and immunizations, oxygen, medical transportation and the disposal of biohazardous/medical waste. To the extent any of these services or any off-site services are provided pursuant to a separate agreement between the County and a third party, the County is responsible for payment to the third party directly. To the extent CCS and the County agree that any of these services or any off-site services should be provided pursuant to a separate agreement between CCS and a third party, the costs will be treated as costs with CCS paying the third party provider and receiving reimbursement from the County. The County will provide routine office supplies to CCS at the County's expense.
- 2.3 **PAYMENT TO CCS.** On the 1st of each month, CCS will submit an invoice to the County for 1/12th of the management fee, a fixed amount of One Hundred Forty Thousand Dollars (\$140,000), and for the costs that are estimated to be incurred during the month. The County will make payment to CCS within fifteen days of the date of invoice. On a quarterly basis, CCS will true up invoices with actual costs for that quarter and submit an adjusted invoice to the County. If actual costs exceeded payments, the County will pay any balance to CCS within 15 days of the date of invoice. If payments exceeded actual costs, CCS will issue a credit to the County in the next monthly invoice. CCS understands and agrees that advance payments will not be made and that CCS must submit a proper invoice for services already rendered prior to the issuance of payment by the County. CCS further agrees that it will make any additional information available to the County to support any claim for services rendered.
- 2.4 **ANNUAL FEE ADJUSTMENT.** Following the initial year of this Agreement, the management fee will be adjusted based upon the management fee of the previous year of the Agreement plus or minus an adjustment equal to the change

in the CPIB KC Region not to exceed 3.5%.

TERM AND TERMINATION

- 3.0 TERM. The term of this Agreement shall be for a period from June 2, 2011, to May 31, 2014, unless this Agreement is terminated or notice of termination is given, as set forth in this Article. The Agreement will renew for an additional thirty six (36) months upon mutual written agreement of the parties.
- 3.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the Lancaster County Board of Commissioners.
- 3.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CCS, the County shall act in good faith and make every effort to give CCS reasonable advance notice of any potential problem with funding or appropriations.
- 3.1.2 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 CCS. The County will be liable for payment to CCS for any services rendered prior to the effective date of termination.
- 3.2 TERMINATION DUE TO CCS'S OPERATIONS. The County reserves the right to terminate this Agreement immediately upon written notification to CCS in the event that CCS discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law. Both parties agree that termination under this provision will be considered without cause
- 3.3 TERMINATION FOR CAUSE. This Agreement may be terminated for cause under the following provisions:
- 3.3.1 TERMINATION BY CCS. Failure of the County to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by CCS 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 in accordance with Section 2.3. Upon receipt of the written notice, the County shall have ten (10) days to provide a written response to CCS. If the County provides a written response to CCS which provides an adequate explanation for the "basis for termination" and the County cures the "basis for termination" to the satisfaction of the CCS, 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 CCS.

3.3.2 **TERMINATION BY COUNTY.** Failure of CCS to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the County upon sixty (60) days advance written notice to the CCS 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 in accordance with Section 2.3. Upon receipt of the written notice, CCS shall have ten (10) days to provide a written response to the County. If CCS provides a written response to the County which provides an adequate explanation for the "basis for termination" and CCS cures the "basis for termination" to the satisfaction of the County, 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 the County.

3.4 **TERMINATION WITHOUT CAUSE.** Either party 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. Following termination without cause by either party, the County shall pay for services rendered up to the date of termination of the Agreement in accordance with Section 2.3.

3.5 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the parties to this Agreement, the County shall pay CCS for all services rendered by CCS, in accordance with Section 2.3, up to the date of termination of the Agreement regardless of the County's failure to appropriate funds.

LIABILITY AND RISK MANAGEMENT

4.0 **INSURANCE COVERAGE.** CCS shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance:

4.0.1 **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. CCS shall not commence work pursuant to this Agreement until it has obtained such insurance and has provided the County with proof of such insurance.

4.0.2 **COMPREHENSIVE GENERAL LIABILITY.** Comprehensive General Liability insurance, including coverage for bodily injury, wrongful death, personal injury, property damage, contractual liability, civil rights 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.

4.0.3 **AUTOMOBILE LIABILITY.** Automotive Liability in an amount not less than \$1,000,000 Combined Single Limit.

4.0.4 **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.

4.1 **ENDORSEMENTS.** CCS shall not commence work under this Agreement until it has obtained all insurance required under Section 4 of this Agreement and has provided the County with a Certificate of Insurance showing the specific limits of insurance required by Section 4 and showing the Comprehensive General Liability policy contains additional endorsements naming 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 workers compensation 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. CCS will provide immediate notice of cancellation, non-renewal or reduction of any insurance required hereunder.

4.2 **PROOF OF INSURANCE.** CCS shall provide the County proof of professional liability or medical malpractice coverage for CCS's Health Care Staff, employees, agents and subcontractors, for the term services are provided under this Agreement. CCS shall promptly notify the Director of Lancaster County Department of Corrections, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CCS fails to provide proof of insurance then the County shall be entitled to terminate this Agreement without penalty to the County pursuant to the terms of Section 3 above.

4.3 **INDEMNIFICATION.** CCS 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 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, CCS 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 CCS 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.

4.4 SECURITY OF CORRECTIONAL FACILITIES AND CCS. CCS and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CCS, as well as for the security of the Correctional Facilities population and Director's staff, consistent with a correctional facility setting. The Director shall provide security sufficient to enable CCS, its Health Care Staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. CCS, its Health Care Staff, employees, agents, and/or subcontractors shall follow all security procedures of the Director while at the Correctional Facilities or other premises under the Director's direction or control. It is understood and agreed that the Correctional Facilities 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 Correctional Facilities are inmate facilities and that matters of institutional safety and security are peculiarly within the area of expertise of the Correctional Facilities 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, CCS, 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.

4.5 SURVIVABILITY. The obligations under this Section shall survive the termination of this Agreement.

MISCELLANEOUS

5.0 INDEPENDENT CONTRACTOR STATUS. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. CCS, its agents, consultants, subcontractors, independent contractors, or representatives, and any employees of CCS shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of CCS. CCS, its agents, consultants, subcontractors, independent contractors, and representatives, and the County shall be responsible to their respective employees for all salary and benefits. Neither CCS, 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. CCS 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.

- 5.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the carrying out of the activities provided herein, CCS, its agents, consultants, subcontractors, independent contractors, or representatives shall not discriminate against any client, inmate, independent contractor, 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.
- 5.2 **ASSIGNMENT.** No party to this Agreement may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.
- 5.3 **RECORDS AVAILABILITY.** CCS shall make available to the Director or County, unless otherwise specifically prohibited by law, privilege or ethical rule, 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 Correctional Facilities population hereunder.
- 5.4 **LEGAL ACTION CONSULTATIONS.** Each party will defend legal actions brought against its agents and/or employees at its own expense. CCS and the County will cooperate with one another in the defense of suits as long as no conflict exists. CCS and the County will consult with the other party with regard to litigation and may, on a case by case basis, agree to single representation as long as no conflict exists. The County will provide representation in Grand Jury cases.

Upon the approval of CCS Legal Counsel, which shall not be unreasonable withheld, CCS shall make any member of 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 CCS or any member of the Health Care Staff has knowledge as a result of CCS's provision of services pursuant to this Agreement. It is specifically understood and agree that the duties of CCS 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 subpoenas, depositions, hearings, trials, and other related legal proceedings.

- 5.5 **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 CCS:

Correct Care Solutions
3343 Perimeter Hill Drive, Suite 300
Nashville, TN 37211
Attn: Leilani Boulware, General Counsel

If for County:

Lancaster County
Department
of Corrections, Director
605 S. 10th Street
Lincoln, NE 68508

Cc:

Lancaster County Board
of Commissioners
555 S. 10th Street
Lincoln, NE 68508

If for CCS:
(615) 324-5733

If for County:
(402) 441-7093

- 5.6 **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.
- 5.7 **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.
- 5.8 **EMPLOYEE VERIFICATION.** In accordance with Neb. Rev. Stat. §4-108 through §4-114, CCS 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. CCS 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. CCS shall require any subcontractor to comply with the provisions of this section.
- 5.9 **ENTIRE AGREEMENT.** This Agreement is comprised of the following contract documents:
1. Health Care Services Agreement Between Correct Care Solutions, LLC,

and Lancaster County, Nebraska

2. Exhibit A
3. Exhibit B
4. Exhibit C
5. Exhibit D
6. Exhibit E
7. Exhibit F
8. Exhibit G
9. Exhibit H
10. Exhibit I
11. CCS's Response to RFP No. 10-173 Inmate Medical Services - Lancaster County Corrections, dated September 8, 2010, a copy of which is on file with the Lancaster County Clerk
12. Ebid Response
13. Addendums 1-4
14. Performance Bond
15. Insurance Certificate

This Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the contract as if hereto attached or herein repeated. In the event of conflict, silence or ambiguity in the Contract, the Contract Documents shall be referred to in the prioritized order listed above.

CCS and the County hereby agree that all the terms and conditions of this Agreement shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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.

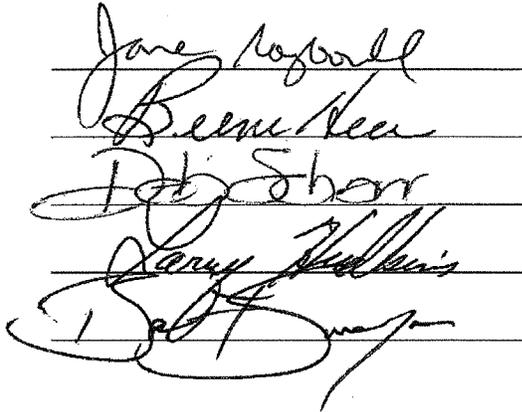
AGREED TO AND ACCEPTED AS STATED ABOVE:

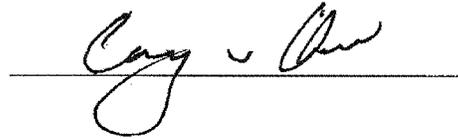
County of Lancaster, Nebraska

Correct Care Solutions

By: Lancaster County Board
of Commissioners

By: Cary McClure,
Executive Vice President and Chief
Financial Officer





Date: 5/10/11

Date: May 6, 2011