



Agenda Item Number: 5-2-13.7

**SANDOVAL COUNTY
BOARD OF COUNTY COMMISSIONERS**

Date of Commission

Meeting: May 2, 2013

Division / Elected

Office: Detention Center

Staff Contact: Al Casamento, Director

Title of Item: Agreement with Correctional Healthcare Companies for Inmate Health Care Services

Action Requested: Discussion and Motion to Approve an Agreement between Sandoval County and Correctional Healthcare Companies, Inc. for Inmate Health Care Services

Summary: This one year agreement will provide the Sandoval County Detention Center with complete professional healthcare services for the inmates, to include medical and mental health staffing; on-site medical services, on-site dental services, on-site laboratory services, on-site radiology services, medical supplies and pharmaceutical supplies. The services that CHC provides will also satisfy the requirements of the United States Marshals regarding medical and mental health care to federal inmates. CHC has agreed to retain the current medical staff employed by Sandoval County.

Attachments: Agreement

FISCAL IMPACT

\$75,749.96 per month for a twelve (12) month period, total cost \$908,999.56. The first month payment is pro-rated for \$48,193.54 because the contract takes effect May 15, 2013. This will be a savings of \$142,995.00 to the Detention Center's budget for inmate health care.



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STAFF ANALYSIS SUMMARY

County Manager:

The privatization of medical care at the facility will help provide the medical care required for detainees. The County Detention Center's turnover rate in the medical positions makes it difficult in providing this required medical care services to the detainees and in meeting the Federal and State requirements. Recommend Board of County Commission approval. PPR 04/24/2013

**Initiating Elected Official /
Division Director:**

Correctional Healthcare Companies has provided excellent Mental Health Services for the last year at the Sandoval County Detention Center. Correctional Healthcare Companies is a national provider of inmate health care and provides inmate health care currently at the Bernalillo County Metropolitan Detention Center. Recommend approval. AGC 04-23-2013

Legal:

Approved as to form. PFT 4/24/2013

Finance:

Budget in place-Recommend Approval CCH 4/24/13

AGREEMENT FOR INMATE HEALTH CARE SERVICES
AT SANDOVAL COUNTY, NEW MEXICO
Effective May 15, 2013 through May 14, 2014

This Agreement for Inmate Health Care Services (hereinafter, the "AGREEMENT") entered into by and between the County of Sandoval, State of New Mexico, (hereinafter, the "COUNTY") acting by and through its duly elected Board of COUNTY Commissioners, (hereinafter the "BOARD") and Correctional Healthcare Companies, Inc., (hereinafter, "CHC") a Delaware corporation.

RECITALS

WHEREAS, the COUNTY is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Sandoval County Detention Center located at 1100 Montoya Road, Bernalillo, New Mexico (hereinafter, "JAIL"); and

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

WHEREAS, the objective of the parties is to jointly operate common healthcare services at the JAIL; and

WHEREAS, the COUNTY has determined that contracting with CHC will, or is likely to, reduce health care costs, improve quality of care or access to care; and

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

WHEREAS, the COUNTY and CHC previously entered into an Agreement for Inmate Mental Health Care Services effective May 1, 2012 through April 30, 2013, as amended, (hereinafter referred to as "2012 AGREEMENT"); and

WHEREAS, the terms of the 2012 AGREEMENT call for its automatic annual renewal upon the expiration of the term of the 2012 AGREEMENT unless terminated; and

WHEREAS, both parties mutually desire to terminate the existing 2012 AGREEMENT pursuant to its terms on May 14, 2013 at 11:59 p.m., and enter into a new agreement as set forth below.

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

DEFINITIONS

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

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

COVERED PERSONS – An INMATE/DETAINEE of the JAIL who is: (1) part of the JAIL's MADP; and (2) FIT FOR CONFINEMENT; and (3)(a) incarcerated in the JAIL; or (b) on work release status and is indigent.

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

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

HEALTH CARE STAFF – Medical, mental health and support staff provided or administered by CHC.

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

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

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

NCCHC – The National Commission on Correctional Health Care.

SPECIALTY SERVICES – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, but excluding services that are otherwise provided for in this AGREEMENT.

ARTICLE I **HEALTH CARE SERVICES**

1.0 **SCOPE OF SERVICES.** CHC shall administer health care services and related administrative services at the JAIL according to the terms and provisions of this AGREEMENT. The costs of the various health care services shall be borne by CHC or the COUNTY as set forth in this Article.

- 1.1 GENERAL HEALTH CARE SERVICES. CHC will arrange and bear the cost of the following health care services:
 - 1.1.1 HEALTH ASSESSMENT. A health assessment of an adult COVERED PERSON shall be performed as soon as possible, but no later than fourteen (14) calendar days after the INMATE/DETAINEE's arrival at the JAIL. The health assessment shall follow current NCCHC standards.
 - 1.1.2 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and in a clinical setting.
- 1.2 AMBULANCE SERVICE. CHC shall arrange and bear the cost of emergency ambulance services for COVERED PERSONS. Costs for ambulance services shall be included in the CAP AMOUNT listed in Section 1.20.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. CHC HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.), except within guidelines established by the NCCHC. If CHC 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 and any associated staffing costs for HEALTH CARE STAFF to provide court related testimony. Costs incurred by CHC for court testimony related to this paragraph will be periodically reconciled with the COUNTY pursuant to Paragraph 8.1.2. After collecting evidence, CHC HEALTH CARE STAFF shall turn the specimen over to the COUNTY or a court-designated representative for completion of chain-of-custody evidence.
- 1.4 DENTAL. CHC shall arrange and bear the cost of medically necessary on-site dental services not to exceed one (1) eight (8) hour visit per month. CHC shall arrange and bear the cost of emergency dental services only if CHC's CHIEF MEDICAL OFFICER determines that such care is medically necessary. In the event that the JAIL POPULATION requires any other dental services, the COUNTY shall bear the cost. If the dental services cannot be rendered on-site, CHC shall arrange and bear the cost of off-site dental services. Costs for off-site dental services shall be included in the CAP AMOUNT listed in Section 1.20.
- 1.5 DIALYSIS SERVICES – NOT COVERED. In the event that dialysis services are required for the JAIL POPULATION, CHC shall not be responsible for the provision or cost of such dialysis services.
- 1.6 ELECTIVE MEDICAL CARE - NOT COVERED. CHC shall not be responsible for the provision or cost of any elective care. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of CHC's CHIEF MEDICAL OFFICER or designee, cause the INMATE/DETAINEE'S health to deteriorate or cause harm to the INMATE/DETAINEE'S well being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

- 1.7 HOSPITALIZATION. CHC will arrange and bear the cost of hospitalization related to medical services for a COVERED PERSON who, in the opinion of the treating physician and/or CHC's CHIEF MEDICAL OFFICER or designee, requires hospitalization. Costs for hospitalization services shall be included in the CAP AMOUNT listed in Section 1.20.
- 1.8 LONG TERM CARE – NOT COVERED. In the event that a member of the JAIL POPULATION requires skilled care, custodial care or other services of a long term care facility, CHC shall not be responsible for the provision or cost of any such care.
- 1.9 MEDICAL EQUIPMENT OVER \$100. In the event that the Parties mutually agree that medical equipment in excess of \$100 per unit cost is required to assist in providing health care services to COVERED PERSONS under this AGREEMENT, CHC shall not be responsible for the cost of such medical equipment.
- 1.10 MEDICAL SUPPLIES/EQUIPMENT OF \$100 OR LESS. CHC shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the AGREEMENT, which have a unit cost of \$100 or less, but does not include office and paper supplies.
- 1.11 MEDICAL WASTE. CHC shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this AGREEMENT in accordance with all applicable state laws and OSHA-regulated standards.
- 1.12 MENTAL HEALTH CARE. CHC shall arrange and bear the cost of on-site mental health services for COVERED PERSONS which shall include intake, evaluations, referrals, medication evaluation and prescription, crisis management, suicide intervention and continuity of care. CHC shall not be responsible for the provision or cost of any off-site or inpatient mental health services.
- 1.13 OFFICE EQUIPMENT – NOT COVERED. CHC shall not be responsible for the provision or cost of any office equipment. The COUNTY shall be responsible for providing office equipment, such as copier, fax and phone service required for the administrative operation of the medical unit.
- 1.14 OFFICE SUPPLIES. CHC shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 1.15 PATHOLOGY/RADIOLOGY SERVICES. CHC shall arrange and bear the cost of all pathology and radiology services (also referred to as laboratory and x-ray services) ordered by a CHC physician for COVERED PERSONS. CHC shall arrange on-site pathology and radiology services to the extent reasonably possible. To the extent pathology and radiology services are required and cannot be rendered on-site, CHC shall make appropriate arrangements for rendering offsite pathology and radiology care. CHC will arrange and coordinate with the COUNTY for the transportation for pathology and radiology off-site services. Costs for off-site pathology and radiology services shall be included in the CAP AMOUNT listed in Section 1.20.

- 1.16 PHARMACY SERVICES. CHC shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Except as provided below, CHC shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed CHC physician for a COVERED PERSON.
- 1.16.1 GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified health care provider.
- 1.16.2 LIMITS. CHC shall bear the cost of prescription medication related to the treatment of INMATES/DETAINEES with Acquired Immune Deficiency Syndrome ("AIDS"), Human Immuno-deficiency Virus ("HIV"), Hepatitis C, organ transplants, cancer and neuromuscular disease up to One Thousand Two Hundred Dollars (\$1,200.00) per CONTRACT YEAR in the aggregate, to be pro-rated for any partial CONTRACT YEARS. Medications related to the treatment of INMATES/DETAINEES with AIDS, HIV, Hepatitis C, organ transplants, cancer and neuromuscular disease shall be defined in accordance with the Physician's Desk Reference. When the aggregate amount in this paragraph is reached, CHC will continue to provide utilization management, extend all pharmacy discounts to the COUNTY and pay these expenses on behalf of the COUNTY, as long as the COUNTY remains current with payments due under this AGREEMENT. Amounts paid by CHC which are over the aggregate amount in this paragraph will be periodically reconciled with the COUNTY pursuant to Paragraph 8.1.3.
- 1.17 PREGNANT COVERED PERSONS. CHC shall arrange and bear the cost of on-site health care services for any pregnant COVERED PERSON in accordance with NCCHC standards and this AGREEMENT, but CHC shall not arrange or bear the cost of any health care services for infants. Off-site health care services for any pregnant COVERED PERSON shall be in accordance with SPECIALTY SERVICES as set forth herein in Paragraph 1.18.
- 1.18 SPECIALTY SERVICES. In the event it is determined that a COVERED PERSON requires SPECIALTY SERVICES, CHC shall arrange and bear the cost of specialty services. CHC's authorized physician will make such determination and refer COVERED PERSONS for SPECIALTY SERVICES when, in the physician's professional opinion, it is deemed medically necessary. CHC's authorized personnel will make a recommendation and obtain approval from the COUNTY for SPECIALTY SERVICES prior to making arrangements for specialty services. CHC shall arrange on-site SPECIALTY SERVICES to the extent reasonably possible. To the extent SPECIALTY SERVICES are required and cannot be rendered on-site, CHC shall make appropriate off-site arrangements for rendering off-site care. In the event that SPECIALTY SERVICES are rendered off-site but do not require hospitalization, CHC will arrange and bear the cost only if the CHC CHIEF MEDICAL OFFICER or designee approves off-site SPECIALTY SERVICES. Costs for off-site specialty services shall be included in the CAP AMOUNT listed in Section 1.20.
- 1.19 VISION CARE – NOT COVERED. In the event that vision services are required for the JAIL POPULATION, CHC shall not be responsible for the provision or cost of such vision services.

1.20 FINANCIAL LIMITATIONS. CHC's maximum liability for costs associated with the provision of off-site medical or other healthcare services which include, but are not limited to, the services in Paragraphs 1.2, 1.4, 1.7, 1.15 and 1.18 shall be Fifty Thousand Dollars (\$50,000.00) in the aggregate per CONTRACT YEAR, to be pro-rated for any partial contract years (the "CAP AMOUNT"). Costs for any medical or other health services, as set forth above, which are provided to INMATES/DETAINEES during the CONTRACT YEAR which are in excess of the CAP AMOUNT shall be the responsibility of the COUNTY. When the CAP AMOUNT for the CONTRACT YEAR is reached, CHC will continue to provide utilization management, extend all provider discounts to the COUNTY and pay these expenses on behalf of the COUNTY, as long as the COUNTY remains current with payments due under this AGREEMENT. Amounts paid by CHC which are over the CAP AMOUNT will be periodically reconciled with the COUNTY pursuant to Paragraph 8.1.3.

1.20.1 COUNTY REBATE. Should the costs associated with the provision of healthcare services listed above not exceed the CAP AMOUNT for the CONTRACT YEAR, CHC shall reimburse the COUNTY at a rate of One Hundred Percent (100%) of the difference between the actual cost to CHC for these services and the CAP AMOUNT. The rebate shall be net of any other reconciliation amounts due to CHC under this AGREEMENT. The rebate will be calculated three months after the end of the CONTRACT YEAR to allow for processing of claims incurred during the CONTRACT YEAR. Any claims from the prior CONTRACT YEAR services received and paid after this three month period will be calculated in the subsequent CONTRACT YEAR CAP AMOUNT.

ARTICLE II HEALTH CARE STAFF

2.0 STAFFING HOURS. CHC shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article I as set forth in the staffing plan set forth in Exhibit A, attached hereto and made a part hereof. CHC reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operational needs to provide the health care services under this AGREEMENT.

2.0.1 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.

2.0.2 CHC shall provide or arrange for the provision of an on-call Physician and/or Site Manager-Registered Nurse and/or Mental Health Professional and/or Mental Health Nurse Practitioner available by telephone or pager, 24 hours per day and 7 days per week.

2.0.3 CHC shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of CHC, after such reasonable efforts have been made, shall not constitute a breach of this AGREEMENT.

- 2.1 STAFFING LEVELS. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be agreed to by the COUNTY and CHC. Such agreements shall be in writing between the parties unless an emergency situation warrants a verbal agreement which shall be subsequently documented in writing.
- 2.2 STAFF SCREENING. The COUNTY shall screen CHC's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the JAIL to ensure they do not constitute a security risk. The COUNTY shall have final approval, which shall not be unreasonably withheld, of CHC's HEALTH CARE STAFF, employees, agents and/or subcontractors, related to security/background clearance.
- 2.3 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the COUNTY becomes dissatisfied with any member of the HEALTH CARE STAFF, the COUNTY shall provide CHC written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CHC shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the COUNTY within ten (10) business days following CHC's receipt of the notice, CHC shall remove the individual from providing services at the JAIL within a reasonable time frame considering the effects of such removal on CHC's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The COUNTY reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.

ARTICLE III
ADMINISTRATIVE SERVICES

- 3.0 UTILIZATION MANAGEMENT. CHC shall provide utilization management services and administer medical claims processing for the offsite medical services/pharmacy services administered by CHC, as set forth in Article I, on behalf of the COUNTY. CHC will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the COUNTY apprised of its utilization management practices.
- 3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. CHC shall conduct an ongoing health and mental health education and training program for the Deputies and Jailers in accordance with the needs mutually established by the COUNTY and CHC. Training shall be provided by methods and intervals determined by CHC.
- 3.2 QUARTERLY REPORTS. As requested by the COUNTY, CHC shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the JAIL POPULATION.
- 3.3 QUARTERLY MEETINGS. As requested by the COUNTY, CHC shall meet quarterly, or as soon thereafter as possible, with the COUNTY, or designee, concerning health care services within the JAIL and any proposed changes in health-related procedures or other matters, which both parties deem necessary.

- 3.4 **MEDICAL RECORDS MANAGEMENT.** CHC shall provide the following medical records management services:
- 3.4.1 **MEDICAL RECORDS.** CHC HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the JAIL to another location for off-site services or transferred to another institution. CHC will keep medical records confidential and shall not release any information contained in any medical record except as required by published JAIL policies, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the COUNTY, as property of the COUNTY.
- 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.
- 3.4.3 **RECORDS AVAILABILITY.** As needed to administer the terms of this AGREEMENT, CHC shall make available to the COUNTY, unless otherwise specifically prohibited, at the COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the JAIL POPULATION hereunder.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

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

ARTICLE V

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. CHC shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of COUNTY INMATES/DETAINEES removed from the JAIL, including, but not limited to the services listed in Article I of this AGREEMENT and any other health care related expenses associated with said INMATES/DETAINEES, unless the INMATE/DETAINEE is housed in a facility where CHC provides INMATE/DETAINEE health care services. CHC shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed outside the JAIL (i.e. non-indigent work release INMATES/DETAINEES or INMATES/DETAINEES on home confinement).
- 5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT AND ESCAPED INMATES/DETAINEES. CHC shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the JAIL or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the JAIL. In addition, CHC 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. CHC 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. CHC 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. CHC shall not be responsible for any expenses not specifically covered under this AGREEMENT. In the event that any of the health care services not covered by CHC under this AGREEMENT or any services that are not listed within this AGREEMENT, are required for a member of the JAIL POPULATION as a result of the medical judgment of a physician or CHC authorized personnel, CHC shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both parties understand and agree that there are certain occurrences, both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of

the COUNTY or their employees, agents or contractors, which results in medical care for the JAIL POPULATION, JAIL staff, visitors, or contractors, CHC shall not be responsible for costs attributable to such catastrophic event. Notwithstanding the above, CHC shall be responsible for medical costs under this AGREEMENT associated with such an event only if such an event was caused solely by CHC.

ARTICLE VII
COUNTY'S DUTIES AND OBLIGATIONS

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

all security procedures of the COUNTY while at the JAIL or other premises under the COUNTY's direction or control. However, any CHC 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. CHC shall not be liable for any loss or damages resulting from CHC's HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.

- 7.5 COUNTY'S POLICIES AND PROCEDURES. CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY's posted security Policies and Procedures, which impact the provision of medical services.
- 7.5.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CHC at the JAIL, and CHC may make a reasonable number of copies of any specific section(s) it wishes using the COUNTY's photocopy equipment and paper.
- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the JAIL POPULATION which has not been made available to CHC shall not be enforceable against CHC unless otherwise agreed upon by both parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to CHC. CHC, 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 CHC.
- 7.5.4 If any of the COUNTY's Policies and Procedures specifically relate to the delivery of medical services, the COUNTY's representative and CHC shall review the COUNTY's Policies and Procedures and modify or remove those provisions that conflict with CHC's Jail Health Care Policies and Procedures.
- 7.6 DAMAGE TO EQUIPMENT. CHC shall not be liable for loss of or damage to equipment and supplies of CHC, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY's employees.
- 7.7 SECURE TRANSPORTATION. The COUNTY shall provide security as necessary and appropriate in connection with the transportation of a member of the JAIL POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by CHC. CHC shall coordinate with the COUNTY for transportation to and from the off-site services provider or hospital.
- 7.8 OFFICE EQUIPMENT AND SUPPLIES. The COUNTY shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the JAIL health care facilities except as otherwise set forth in Paragraphs 1.13 and 1.14. At the termination of this AGREEMENT, CHC shall return to the COUNTY possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.

- 7.9 NON-MEDICAL CARE OF JAIL POPULATION. It is understood that the COUNTY shall provide for all the non-medical personal needs and services of the JAIL POPULATION as required by law. CHC shall not be responsible for providing, or liable for failing to provide, non-medical services to the JAIL POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.10 JAIL POPULATION INFORMATION. In order to assist CHC in providing the best possible health care services to COVERED PERSONS, the COUNTY shall provide, as needed, information pertaining to the COVERED PERSON that CHC and the COUNTY mutually identify as reasonable and necessary for CHC 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 CHC under this AGREEMENT is Nine Hundred Eight Thousand Nine Hundred Ninety-Nine Dollars and fifty-six cents (\$908,999.56), plus applicable gross receipts tax, for a period of twelve (12) months. The May, 2013 monthly payment shall be in the amount of Forty-Eight Thousand One Hundred Ninety-Three Dollars and fifty-four cents (\$48,193.54), plus applicable gross receipts tax and each subsequent monthly payment shall be at Seventy-Five Thousand Seven Hundred Forty-Nine Dollars and ninety-six cents (\$75,749.96), plus applicable gross receipts tax, pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CHC on the 1st day of May, 2013 for services administered in the month of May, 2013. Each monthly payment thereafter is to be paid by the COUNTY to CHC before or on the 1st day of the month of the month of service.
- 8.1 QUARTERLY RECONCILIATION PROCESS. CHC 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:
- 8.1.1 ADJUSTMENT FOR MADP. The quarterly reconciliation shall include a per diem adjustment based on the MADP of Two Hundred Fifteen (215) INMATES/DETAINEES. For each month in the quarter reconciled, if the JAIL's MADP is greater than Two Hundred Fifteen (215) INMATES/DETAINEES, the compensation payable to CHC by the COUNTY shall be increased by the number of INMATES/DETAINEES over Two Hundred Fifteen (215) at the per diem rate of ninety-eight cents (\$0.98).
- 8.1.2 ADJUSTMENT FOR COURT TESTIMONY. The quarterly reconciliation shall include staffing costs for any court testimony provided by CHC's HEALTH CARE STAFF, as stated in Paragraph 1.3, at the current hourly rate paid to the employee providing said court testimony.
- 8.1.3 ADJUSTMENT FOR COSTS IN EXCESS OF CAP AMOUNTS. The quarterly reconciliation shall include any amounts paid by CHC in excess of the financial limits listed in this AGREEMENT. The compensation payable to CHC by the COUNTY shall be increased by any costs paid by CHC in excess of the financial limits listed in 1.16.2 and 1.20.

ARTICLE IX
TERM AND TERMINATION

- 9.0 TERM. The term of this AGREEMENT shall be one (1) year from May 15, 2013 at 12:01 a.m. through May 14, 2014 at 11:59 p.m. This AGREEMENT shall automatically renew for additional one year periods on May 15th of each subsequent year with mutually agreed upon increases, unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article.
- 9.0.1 RENEWAL. Upon each subsequent renewal of this AGREEMENT pursuant to Paragraph 9.0, the parties have agreed to an increase of CPI but not to exceed 5.0% of the annual amount as defined in Paragraph 9.0.1.1.
- 9.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index (as defined below) for the month which is four months immediately preceding the AGREEMENT renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the AGREEMENT renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index - All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.
- 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 CHC, the COUNTY shall act in good faith and make every effort to give CHC 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 CHC.
- 9.2 TERMINATION DUE TO CHC'S OPERATIONS. The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to CHC in the event that CHC 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 CHC.** Failure of the COUNTY to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by CHC 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 CHC. If the COUNTY provides a written response to CHC which provides an adequate explanation for the "basis for termination" and the COUNTY cures the "basis for termination" to the satisfaction of the CHC, 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 CHC.
- 9.3.2 **TERMINATION BY COUNTY.** Failure of CHC 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 CHC shall have ten (10) days to provide a written response to the COUNTY. If CHC provides a written response to the COUNTY which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the 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.** Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or CHC may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days advance written notice to the other party.
- 9.5 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay CHC for all services rendered by CHC up to the date of termination of the AGREEMENT regardless of the COUNTY's failure to appropriate funds.
- 9.6 **PAYMENT OF CAPPED EXPENSES UPON TERMINATION OR EXPIRATION OF AGREEMENT.** Upon the termination or expiration of this AGREEMENT, the administration of expenses listed in paragraph 1.20 ("CAPPED EXPENSES") shall be handled as follows:
- 9.6.1 Upon termination or expiration of this AGREEMENT, CHC shall not be responsible for administration or payment of CAPPED EXPENSES and all invoices received by CHC for CAPPED EXPENSES shall be forwarded to the COUNTY for payment, regardless of whether the CAP AMOUNT for the CONTRACT YEAR has been reached. CHC shall forward to the COUNTY any rebate due pursuant to the terms of Paragraph 1.20.1.

- 9.7 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this AGREEMENT, CHC shall be allowed to remove from the JAIL any stock medications or supplies purchased by CHC that have not been used at the time of termination. CHC shall also be allowed to remove its property from the JAIL including its proprietary Policies and Procedures, Manuals, Training Material, and Forms and COUNTY agrees to maintain as confidential all CHC materials, documents or reports marked as confidential or proprietary.

ARTICLE X
LIABILITY AND RISK MANAGEMENT

- 10.0 INSURANCE COVERAGE. CHC shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:
- 10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/ Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.3 WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law.
- 10.1 ENDORSEMENTS. The Comprehensive General Liability policy shall contain additional endorsements naming the JAIL as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.
- 10.2 PROOF OF INSURANCE. CHC shall provide the COUNTY proof of professional liability or medical malpractice coverage for CHC's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. CHC shall promptly notify the COUNTY, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CHC fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY pursuant to the terms of Article IX.
- 10.3 INDEMNIFICATION. CHC agrees to indemnify and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of CHC, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this AGREEMENT. The COUNTY will be responsible for claims and/or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of COUNTY's employees in the performance of this AGREEMENT. The COUNTY agrees to promptly notify CHC in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY agrees that CHC's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred

or effected prior to written notice to CHC as set forth above. Upon written notice of claim, CHC shall take all steps necessary to promptly defend and protect the COUNTY from an indemnified claim, including retention of defense counsel, and CHC shall retain sole control of the defense while the action is pending, to the extent allowed by law.

- 10.4 HIPAA. CHC, the COUNTY, JAIL, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. The COUNTY, JAIL, and their employees and agents shall indemnify and hold harmless CHC from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of CHC.

ARTICLE XI MISCELLANEOUS

- 11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or methods by which CHC, its employees, agents or subcontractors perform hereunder, or CHC to exercise control or direction over the manner or methods by which the COUNTY, and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT.
- 11.1 SUBCONTRACTING. In performing its obligations under the AGREEMENT, it is understood that CHC is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements CHC may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this AGREEMENT. CHC shall engage Contract Professionals that meet the applicable professional licensing requirements and CHC shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this AGREEMENT. Contract Professionals shall provide clinical services under this AGREEMENT in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that CHC may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this AGREEMENT.
- 11.2 AGENCY. For purposes of asserting any statutory rights afforded to the COUNTY or the JAIL to pay providers for medical services at certain reduced rates, COUNTY designates CHC as their agent to assert such rights and privileges.

- 11.3 **EQUAL EMPLOYMENT OPPORTUNITY.** CHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CHC will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.4 **WAIVER OF BREACH.** The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that CHC is neither bound by or aware of any other existing contracts to which the COUNTY is a party and which relate to the providing of health care to INMATES/DETAINEES at the JAIL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.6 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 11.7 **ASSIGNMENT.** Except as otherwise provided herein, no party to this AGREEMENT may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties; provided however, that CHC may assign its rights or delegate its duties to an affiliate of CHC, or in connection with the sale of all or substantially all of the stock, assets or business of CHC, without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 11.8 **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 overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

If for CHC:
 Correctional Healthcare Companies, Inc.
 General Counsel
 6200 South Syracuse Way, Suite 440
 Greenwood Village, CO 80111

If for COUNTY:
 Sandoval County Detention Center
 Director
 1100 Montoya Road
 Bernalillo, NM 87004

If for CHC: (720) 458-3478	If for COUNTY:
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Such address or facsimile number may be changed from time to time by either party by providing written notice as provided above.

- 11.9 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of New Mexico without regard to the conflicts of laws or rules of any jurisdiction.
- 11.10 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Agreement on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 11.11 SURVIVAL. The following provisions will survive any termination or expiration of the AGREEMENT: 1.16, 1.20, Article VIII, Article IX and Article X.
- 11.12 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.
- 11.13 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.
- 11.14 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.
- 11.15 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 Sandoval, New Mexico

Correctional Healthcare Companies, Inc.

By: _____
Darryl Madalena
Title: Chairman, Sandoval County Commission

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

Date: _____

Date: _____

EXHIBIT A

**MINIMUM STAFFING PATTERN FOR
SANDOVAL COUNTY DETENTION CENTER, NEW MEXICO
(Effective May 15, 2013)**

Position	Hours / Week	Total FTE's
Physician	6.0	0.15
Site Manager- Registered Nurse (RN)	40.0	1.0
Licensed Practical Nurse (LPN)	40.0	1.0
Mental Health Professional	40.0	1.0
Mental Health Nurse Practitioner	4.0	0.10
Medical Technicians	200.0	5.0

County of Sandoval, New Mexico

Correctional Healthcare Companies, Inc.

By: _____
Darryl Madalena
Title: Chairman, Sandoval County Commission

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

Date: _____

Date: _____