

**HEALTH SERVICES AGREEMENT
NUECES COUNTY CORRECTIONAL FACILITIES**

THIS AGREEMENT by and between NUECES COUNTY, a political subdivision of the State of Texas (hereinafter referred to as the “County”), the NUECES COUNTY HOSPITAL DISTRICT, a political subdivision of the State of Texas (hereinafter referred to as “Hospital District”) and ARMOR CORRECTIONAL HEALTH SERVICES, INC. (hereinafter referred to as “ACHS”), is entered into and effective as of the 1st day of December, 2020 and shall continue for a period of three (3) years until November 30, 2023 with two (2) potential one (1)-year extensions, in accordance with Article 7.1 herein.

WHEREAS, the County owns and operates Nueces County Jail Facilities (hereinafter referred to as “Facilities”) comprised of the County Jail (hereinafter referred to as “Jail”) located at 901 Leopard Street and the McKenzie Annex Jail (hereinafter referred to as “Annex”) located at 745 North Padre Island Drive, both units situated in Corpus Christi, Nueces County, Texas; and

WHEREAS, the County and the Nueces County Sheriff (hereinafter referred to as “County Sheriff”) have the obligation to provide for the health, safety, and welfare of all inmates incarcerated at the Facilities; and

WHEREAS, the Hospital District has certain obligations to provide medical and hospital care to eligible indigent Nueces County residents and those eligible Nueces County indigents who are incarcerated at the Facilities; and

WHEREAS, the objective of the County is to provide for the delivery of quality health care to all inmates at the Facilities in accordance with applicable law; and

WHEREAS, the County issued a Request for Proposals styled “RFP No. 3137-20: Medical Services for Nueces County Jail and Juvenile Justice Center” which solicited proposals for the provision of inmate medical services at the Facilities and resident services at the NCJJC (hereinafter referred to as “RFP”); ACHS submitted a responsible proposal in response to the RFP; and the County selected ACHS’s proposal for award of this Agreement, which does not include services for the Juvenile Justice Center; and

WHEREAS, ACHS is in the business of providing correctional health care services and desires to provide such services for the County under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: HEALTH CARE SERVICES

1.1 General Engagement. The County hereby contracts with ACHS to provide for the delivery of reasonable and necessary medical, mental health, nursing, dental care, and related supporting services covered under the terms of this Agreement to all inmates at the Facilities, including Work Release Inmates, in the custody of the County Sheriff, even if under the jurisdiction of other

authority, such as U.S. Marshals Service, U.S. Immigration and Customs Enforcement, Texas Department of Criminal Justice or other agencies, counties and municipalities, and to provide for the medical and mental screening of all persons brought to the Facilities for booking. No services will be provided to the Nueces County Juvenile Justice Center at this time.

1.2 Scope of General Services. The responsibility of ACHS to deliver reasonably necessary health care services to an inmate commences with the physical placement of an inmate into the Facilities, which is considered the official booking. ACHS shall provide health care services for all inmates, including Work Release Inmates. ACHS shall provide, twenty four (24) hours a day, seven (7) days a week, at full staffing, all professional medical, dental, mental health, and nursing, allied health, administrative, and support services in accordance with Appendix A. ACHS's services shall include but are not limited to (i) intake medical and mental health assessments, health care services for chronic, infirmity, and sick call care, routine and preventive care, including health assessments, and acute and emergency care; (ii) laboratory, radiology, pharmacy, physical therapy, and other supporting ancillary services and supplies; (iii) other related non-ancillary support services; and (iv) related technical and administrative services for all inmates under the custody and control of the County Sheriff at the Facilities, including "Trivett Order" as set out in County's Request to Proposers No. 3137-20 (herein "RFP No. 3137-20").

ACHS shall provide the services specified herein, which shall constitute reasonable health care services in accordance with the standards and/or requirements promulgated by (i) the National Commission on Correctional Health Care relating to health services in jails (hereinafter referred to as the "NCCHC"); (ii) the American Correctional Association relating to health services (hereinafter referred to as the "ACA"), and (iii) Texas Administrative Code Title 37, Part 9, Chapter 273, (the Texas Commission on Jail Standards related to health services) and any other applicable state and federal statutes, including any other applicable Order of a Court.

1.3 Incorporation of ACHS Proposal and Request for Proposal Documents. Except as otherwise agreed herein, the services to be provided by ACHS under the terms of this Agreement shall be those (i) required under Article V. of RFP No. 3137-20, which such Article is attached hereto as Appendix B and hereby is incorporated herein by reference as if set out word for word herein, and (ii) submitted in the ACHS response to RFP No. 3137-20, which includes Addendum No. 1, Addendum No. 2, Addendum No. 3, and Addendum No. 4 of RFP No. 3137-20, and which is herein incorporated by reference as if set out word for word herein. Information identified by ACHS in their Proposal Response as proprietary and confidential is specifically excluded. Except as otherwise agreed herein, the health care services to be provided by ACHS under this Agreement shall be delivered in accordance with ACHS's RFP proposal.

1.4 ACHS Staffing. ACHS shall provide weekly staffing at the Facilities in accordance with the staffing matrix attached hereto as Appendix A.

1.5 Responsibility for Off-Site Medical Care. Off-site specialty clinics, ambulance transportation (including emergency ambulance transportation), off-site radiology services, emergency room visits, hospitalization (including physician charges) and any other services provided by licensed medical professionals (as further specified in Appendix A) (hereinafter referred to as "Off-Site Medical Care") which are not provided on-site at the Facilities shall be arranged for by ACHS but not paid for by ACHS unless otherwise indicated. Except for emergency

ambulance transportation, ACHS shall arrange all other Off-Site Medical Care with the Hospital District's indigent health care contractor, Christus Spohn Health System Corporation. Emergency ambulance transportation shall be the financial responsibility of ACHS and the financial responsibility for all other Offsite Medical Care shall be governed by the terms of the Hospital District's indigent care agreement with Christus Spohn Health System Corporation but shall not be the financial responsibility of ACHS. The Hospital District will designate a Christus Spohn Healthcare Corporation liaison to ACHS for ACHS to coordinate and arrange Off-Site Medical Care. Any Off-Site Medical care not arranged with Christus Spohn Health System Corporation shall be the sole financial responsibility of ACHS.

1.6 Responsibility for On-Site Medical Care. The particular on-site services to be provided by ACHS under terms of this Agreement shall be those services described in their RFP proposal which is described in Article 1.3. ACHS shall provide the on-site medical, mental health, and dental care and treatment services in the quantity, type, manner, and using the methods described in its RFP proposal and the related staffing matrix in Appendix A. On-site medical care to be provided by ACHS under terms of this Agreement shall also include medically necessary overnight infirmary care provided within the Facilities' health care units. On-site medical, mental health, and dental services and related technical and support personnel shall be the financial responsibility of ACHS. ACHS shall maintain a liaison, coordinate, and arrange any related off-site inmate health care services with the Hospital District's indigent health care provider, Christus Spohn Health System Corporation. Any related off-site inmate health care services not arranged with Christus Spohn Health System Corporation shall be the sole financial responsibility of ACHS.

For any on-site health care services not described above or in ACHS's RFP proposal, ACHS, in conjunction with the County and Hospital District, shall determine and then specify which additional on-site health care services is/are appropriate.

ACHS agrees to administer tuberculosis (TB), human immunodeficiency virus (HIV), Hepatitis C (HCV), and COVID-19 screening tests to County Sheriff's staff as determined by the County Sheriff or his designee. ACHS shall purchase the medical supplies and other items, including the TB serum, necessary to perform such screenings, but such costs shall pass through to the County so that the County will reimburse ACHS for all such costs on a quarterly basis. At the end of each calendar quarter, ACHS shall submit to the County an invoice for all medical supplies and items, including the TB serum, purchased for the TB, HIV, HCV, COVID-19 screenings. The County shall pay such invoice within thirty (30) days of the invoice date. If the County Sheriff determines that payment for specific services are disputed, the undisputed portion of the invoice shall be approved for payment. The parties shall attempt to resolve the disputed portions of the invoice within ten (10) calendar days.

1.7 Pharmaceutical Services. ACHS shall provide on-site pharmaceutical and related services within the Facilities in accordance with its RFP proposal. In addition to the RFP proposal, it is agreed ACHS may (i) implement and shall enforce its own drug formulary, as submitted in the proposal, within the Facilities; (ii) obtain human immunodeficiency virus (hereinafter referred to as "HIV") and Hepatitis C (hereinafter referred to "HCV") medications for inmates in the Facilities through available Texas Department of State Health Services programs, including the Texas HIV Medication Program and the Texas HIV State Pharmacy Assistance Program (collectively hereinafter referred to as "THMP") or other public sources, other than the County and the Hospital

District, or through patient assistance programs offered through pharmaceutical companies (“Patient Assistance Programs”); and (iii) coordinate and pursue applications for THMP and other public source assistance or Patient Assistance Programs for inmates of the Facilities. In the event inmate HIV and/or HCV medications are not available through Patient Assistance Programs, the THMP, or other public sources other than the County and Hospital District, ACHS will acquire the applicable medication and the Hospital District will reimburse ACHS’s purchase cost pursuant to its monthly invoices. ACHS will charge the Hospital District for these medications as part of its monthly invoices submitted under Article 8.1. ACHS will provide as back up to the monthly invoices its medications purchase invoices, as well as written notice indicating non-availability or denial of the medications from THMP, Patient Assistance Programs, or other public sources.

1.8 Exceptions to Treatment. ACHS will not be responsible for any medical testing or obtaining samples which are forensic in nature, except as required by local, state, or federal statute or regulation or by Court Order. Revisions of applicable statute or regulation pertaining to medical testing or obtaining samples, which are forensic in nature, which occur during the term of this Agreement, will be considered a further obligation of ACHS; however, if such revisions result in increased cost to ACHS, the County shall reimburse ACHS for those increased costs. ACHS agrees to provide the County information sufficient to evaluate the scope and necessity of any forensic medical testing and obtaining samples and the associated cost.

ACHS will not be responsible for costs associated with the transportation or security of inmates for off-site non-emergency health care treatment. ACHS will provide qualified emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment. ACHS will not be financially responsible for costs associated with transplants, factor 8 blood products, and experimental procedures. ACHS will not be financially responsible for any costs incurred after an inmate is released from the County’s custody. ACHS will not be responsible for the provision of elective medical care to inmates. For purposes of this Agreement, “elective medical care” means medical care which, if not provided, would not in the opinion of ACHS’s Medical Director cause the inmate’s health to deteriorate or cause definite harm to the inmate’s well-being and specifically includes sex or gender reassignment surgeries.

1.9 Change in Standard of Care or Scope of Services. The price in Article 8, below, reflects the scope of services as finally agreed upon by the parties to this Agreement. Should any new treatments, community standards of care, drug classes or diagnostic tests be mandated by community health care standards, or should County request a change in the scope of services, and ACHS’s complying with these changes results in an increase in cost to ACHS, coverage of costs related to such changes are not covered in this Agreement and the parties agree to negotiate the price of any increased cost. Prior to such negotiation, ACHS agrees to provide the County and Hospital District information sufficient to evaluate the scope and necessity of and any increase in cost.

ARTICLE 2: PERSONNEL

2.1 Incorporation of ACHS Proposal. Except as otherwise agreed herein, the personnel to be provided by ACHS under the terms of this Agreement shall be those described in their RFP proposal which is described in Article 1.3. All personnel and related personnel licensure, certification and registration required to be provided under the terms of this Agreement by ACHS

shall be delivered in accordance with this RFP proposal submitted by ACHS which is described in Article 1.3. Notwithstanding the foregoing, ACHS may change its personnel named in its RFP Proposal at any time without the consent of the County so long as all persons performing services under this Agreement are licensed, certified or registered in accordance with applicable law.

2.2 Provision of Personnel. ACHS shall provide medical, dental, mental health, nursing, technical and support personnel as necessary for the rendering of health care services to inmates at the Facilities as described in ACHS's RFP proposal, staffing summary attached hereto as Appendix A and as required by this Agreement.

- A. This staffing pattern as described in Appendix A shall be required under this Agreement. Should the County add new locations or services to those covered under this Agreement which result in staffing cost increases to ACHS, ACHS shall receive additional compensation from the County, to be negotiated between the parties in good faith.
- B. ACHS shall retain as many current health care personnel working at the Facilities as practicable to remain on the job and to help maintain continuity and consistency of the services required by this Agreement. The County shall allow ACHS to conduct on-site interviews with current personnel who are current provider, Wellpath, employees.

2.3 Licensure, Certification and Registration of Personnel. ACHS ensures that all personnel provided or made available by ACHS to render services hereunder shall be licensed, certified or registered in the State of Texas, as appropriate, in their respective areas of expertise as required by applicable law. If requested by the County, ACHS shall provide to the appropriate, designated officer or department a copy of the license, certificate or registration of personnel employed by ACHS.

2.4 County's Satisfaction with Health Care Personnel. If County should become dissatisfied with any health care personnel provided by ACHS, County will give written notice to ACHS of its reasons for dissatisfaction, except as noted in Article 2.4(A), below. ACHS agrees to cooperate with the County Sheriff and respond to inquiries or complaints about its personnel, including lack thereof, or contractors in a timely manner, should the County Sheriff have security or other concerns about ACHS's employee's and/or contractors' fitness or ability to perform at the Facilities. ACHS will exercise its best efforts to resolve the problem or other concerns, including lack of personnel. And, if the problem involving fitness or ability is not resolved, ACHS will remove the individual according to ACHS's personnel policy or independent contractor agreement.

- A. All ACHS personnel, subcontractors, and agents shall meet minimum standards as determined by the County prior to receiving a security clearance to enter the Facilities. If, at any time during the course of their employment or contract engagement, any ACHS employee or subcontractor engages in conduct (either on or off duty) which threatens the security of the Facilities or would otherwise render that person ineligible for a security clearance, notwithstanding any other provision of this Agreement, County reserves the right to withdraw that person's security clearance and shall immediately notify ACHS.

- B. ACHS shall consult with the County regarding initial and continued assignment of staff and subcontractors. All persons employed by ACHS or its subcontractors shall not be deemed to be the employees of County by reason of any provision of this Agreement.
- C. ACHS shall continuously maintain personnel files (or copies thereof) of all employees assigned to the Facilities.

2.5 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged in the direct rendering of any health care services.

2.6 Subcontracting and Delegation. In order to satisfy its obligations hereunder, ACHS will engage certain health care professionals licensed in the State of Texas as independent contractors rather than as employees, and County expressly consents to such subcontracting or delegation within the limits specified in Article 2.4(A) above. As the relationship between ACHS and these health care professionals will be that of independent contractor, ACHS will not be considered or deemed to be engaged in the practice of medicine or other profession's practices by these professionals, and ACHS will not exercise control over the manner or means by which these independent contractors perform their professional duties. However, these professional independent contractors shall provide professional insurance as required and specified in Article 9 of this Agreement or ACHS shall maintain professional insurance on their behalf. ACHS shall provide a copy to the County upon request. Further, any actions/omissions of these independent contractors are still subject to indemnification by ACHS as described in Article 9.3 herein.

2.7 Discrimination. During the performance of this Agreement, the County and ACHS, their employees, agents, subcontractors, and assignees agree as follows:

- A. No one will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Each will agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. All solicitations or advertisements for employees will state that ACHS is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Article.

ARTICLE 3: ACCREDITATION

3.1 Use of Accreditation Standards. As represented in its RFP proposal, ACHS agrees to operate and maintain health care systems at the Facilities that meet the accreditation standards of the NCCHC and relevant accreditation standards of the ACA.

3.2 NCCHC Accreditation. ACHS agrees to cooperate with the County in the event the County seeks NCCHC accreditation at the Facilities, and ACHS shall bear the costs and expenses of

obtaining and maintaining the NCCHC accreditation, if any, during the remainder of the term of this Agreement and any extensions thereof.

3.3 ACA Accreditation. In the event the County pursues ACA accreditation of the Facilities, ACHS agrees to affirmatively support and actively participate in the County's pursuit of such accreditation with respect to the ACA medical services standards. However, ACHS shall in no way be responsible for any costs or expenses related to ACA accreditation.

ARTICLE 4: REPORTS AND RECORDS

4.1 Medical Records. ACHS shall maintain complete and accurate medical records for each inmate who receives health care services from ACHS. Each medical record will be maintained in accordance with applicable laws, Texas Commission on Jail Standards related to health services, NCCHC standards, and ACA standards if the County acquires such accreditation. The medical records shall be property of the County, and ACHS shall be custodian of all County inmate medical records during the term of this Agreement. Notwithstanding the ownership of the medical records by the County, ACHS is responsible for all health care services as set out in this Agreement and neither the County nor the County Sheriff will interfere as further described in paragraph 5.2 herein. Further, no County personnel shall make any medical decisions or perform any health care services based upon ownership of the records. The medical records shall be kept separate from the inmate's confinement records. A complete legible electronic copy or paper copy of the applicable medical record shall be available at all times. Medical records shall be kept confidential in accordance with applicable law. During the term of this Agreement, ACHS shall assist the County in responding to any information request concerning the medical records, including gathering information for requests and preparing responses when disclosure would not be permissible under law, regardless of whether such request is pursuant to HIPAA, FOIA, the Texas Public Information Act, or any similar law. At the termination or expiration of this Agreement, such electronic medical records and any paper copies in existence at the termination or expiration of this Agreement shall be delivered to the County, and ACHS shall cooperate with the County's new inmate health care services provider at the Facilities in the transfer of such medical records, in electronic format and paper copies. However, the County or the County's designee provider shall, within the limits of applicable law, provide ACHS with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending claims and litigation subject to payment of actual costs.

4.2 HIPAA and HITECH Compliance. The parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the parties' responsibilities under this Agreement. ACHS will require subcontractors to comply with requirements of HIPAA and HITECH Act. ACHS and the County agree to the Business Associate Agreement as set forth in Appendix D attached hereto, which is incorporated in its entirety. ACHS agrees to assist County in any HIPAA and HITECH compliance requirements.

4.3 Regular Reports by ACHS to the County and Hospital District. ACHS shall provide to the County and Hospital District, on a date and in a form mutually acceptable to ACHS and the County and Hospital District, monthly and annual reports regarding the care and services rendered under this Agreement. Such reports shall be submitted on a regular, periodic, or on an as-requested basis, to be determined by the mutual agreement of ACHS, County, and the Hospital District.

4.4 Inmate Information. Subject to the applicable federal and state laws, in order to assist ACHS in providing the best possible health care services to inmates, the County will provide ACHS with information pertaining to inmates that ACHS and the County mutually identify as reasonable and necessary for ACHS to adequately perform its obligations hereunder, which shall include allowing ACHS access to the Facilities' inmate information management system as it relates to pertinent information that may assist ACHS in rendering necessary medical, mental health and/or dental care to inmates housed within the Facilities. The County will cooperate with ACHS to the extent permitted under applicable federal and state law to provide inmate information to ACHS for a reasonable time after termination of this Agreement when requested by ACHS in connection with the investigation of, or defense of, any claim by a third party related to ACHS's conduct as jail medical provider. ACHS shall reimburse the County for actual costs incurred in the provision of information.

4.5 ACHS Records Available to the County with Limitations on Disclosure. Subject to Article 4.1, 4.2 and applicable law, ACHS shall make available to the County, at the County's request and at no cost, all records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. The County understands that many of the systems, methods, procedures, written materials, computer programs and other controls employed by ACHS in the performance of its obligations hereunder are proprietary in nature and will remain the property of ACHS. During the term of this Agreement and after its termination, information and/or documentation concerning this proprietary material may not be used, distributed, copied, or otherwise utilized by the County except as required by law, including but not limited to the Texas Public Information Act.

4.6 County's Records Available to ACHS with Limitations on Disclosure. During the term of this Agreement, and for a reasonable time thereafter, the County will provide ACHS, at ACHS's request, the County's records relating to the provision of health care services to inmates as may be reasonably requested by ACHS or as are pertinent to the investigation or defense of any claim related to ACHS's conduct and performance. Consistent with applicable law, the County will make available to ACHS such records as are maintained by the County, hospitals and other outside health care providers involved in the care or treatment of inmates, to the extent the County has any control over those records, as ACHS may reasonably request. Any such information provided by the County to ACHS that the County considers confidential shall be kept confidential by ACHS and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.

ARTICLE 5: SECURITY

5.1 General. ACHS and the County understand the importance of security services to the safety of the agents, employees and subcontractors of ACHS as well as for the security of inmates and the County's staff, consistent with the correctional setting. Accordingly, both the County and

ACHS will cooperate with each other in addressing security issues. The County will use reasonable efforts to provide sufficient security to enable ACHS and its personnel to safely and adequately provide the health care services described in this Agreement, however, nothing herein shall be construed to make the County, its deputies or employees a guarantor of the safety of ACHS's employees, agents or subcontractors, including their employees.

5.2 Security Override for Off-Site Medical Services. In the event that ACHS recommends health care services for any inmate or ACHS recommends that an inmate be sent off-site for medical services, the County and/or the County Sheriff will not interfere or override ACHS's health care recommendations.

5.3 Security During Transportation for Off-Site Medical Services. The County will provide security in connection with the transportation of any inmate between the Facilities and any other location for off-site medical services.

ARTICLE 6: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

6.1 General. The County agrees to provide ACHS with office space, facilities, equipment (to the extent specified in Request for Proposal), and utilities at the Facilities sufficient to enable ACHS to perform its obligations pursuant to this Agreement. County shall be responsible for providing substitute space, if reasonably available and necessary, should ACHS recommend that the designated facilities are inadequate for the purposes hereof or that the designated medical facilities become unsafe for any reason.

6.2 Delivery of Possession. The County will provide to ACHS, beginning on the date of commencement of this Agreement, possession and control of all supplies, medical equipment, and office equipment in place at the Facilities health care unit which are the County's or Hospital District's property or in the possession of the County or Hospital District. At the termination of this Agreement, ACHS will return to the County or Hospital District possession and control of all medical equipment and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Facilities' health care unit prior to the commencement of services under this Agreement. Any equipment purchased under the Agreement shall be the property of the party who purchased the equipment, and equipment owned by the County or the Hospital District shall remain on-site at the termination of the Agreement, and any equipment or other property purchased or owned by ACHS may be removed by ACHS upon termination of the Agreement (including any policies and procedures) subject to County and/or Hospital District's right to purchase from ACHS as described below. All supplies purchased for the performance of the Agreement shall be the property of the County and shall remain on-site at the termination of the Agreement.

6.3 Equipment. ACHS will be responsible for ongoing repair and maintenance of all existing, new, and replacement medical and office equipment provided and owned by the County or the Hospital District for use by ACHS under this Agreement. Any costs associated with the foregoing shall qualify as an off-set to Capital Investment as defined in Section 8.2 below.

6.4 Right to Purchase. Ninety (90) days prior to expiration/termination of the Agreement ACHS will provide County and Hospital District a list of all ACHS owned equipment at Facilities.

County and/or Hospital District will have the right, but not obligation, to purchase such equipment from ACHS at its fair market value.

6.5 General Maintenance Services. The County will provide for each inmate receiving health care services the same services and facilities provided by the County for all inmates at the Facilities including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

6.6 Damaged Equipment. ACHS shall not be liable for loss of or damage to equipment and supplies if such loss or damage was caused by the sole negligence of the County or Hospital District employees, and ACHS shall not have to pay for the repair or replacement of the same.

ARTICLE 7: TERM AND TERMINATION OF AGREEMENT

7.1 Term. This Agreement shall commence at 12:00 A.M. on December 1, 2020 (“Effective Date”). The initial term of this Agreement shall be for three (3) years, ending at 11:59 P.M. on November 30, 2023 (the “Initial Term”), with an option for two (2) additional one (1)-year terms (“Renewal Term(s)”), which may only be exercised upon mutual agreement of the parties .

7.2 Termination. Notwithstanding the provisions of Article 7.1, this Agreement may be sooner terminated on the first to occur of the following:

- A. Termination for Default. The County shall give notice to ACHS that ACHS has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been cured within sixty (60) days following the giving of such notice in writing, the party giving notice shall have the right to immediately terminate this Agreement.
- B. Termination Without Cause. ACHS may terminate this Agreement without cause by providing not less than one hundred twenty (120) days prior written notice to the County and the Hospital District. The County and the Hospital District may not terminate this Agreement without cause within the first twelve (12) months of this Agreement. After the initial twelve (12) months have passed, the County and the Hospital District may terminate this Agreement without cause by providing not less than one hundred twenty (120) days prior written notice to ACHS. Notice hereunder shall be provided pursuant to Article 10.3 of this Agreement.

7.3 Responsibility for Inmate Health Care. Upon termination or expiration of this Agreement, all responsibilities of ACHS hereunder shall immediately cease and become null and void, except for those that by their nature would continue beyond termination or expiration of this Agreement.

7.4 Continuity of Services.

- A. Upon termination of this Agreement, ACHS agrees to (a) furnish phase-in training and (b) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor inmate health care services provider at the Facilities.

- B. ACHS shall, upon termination notice, negotiate in good faith a plan with a successor inmate health care services provider at the Facilities to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a date for work described in the plan, and shall be subject to the applicable Jail Administrator’s approval. ACHS shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services under this Agreement are maintained at the required level of proficiency.
- C. ACHS shall allow as many personnel as practicable to remain on the job to help the successor inmate health care services provider at the Facilities maintain the continuity and consistency of the services required by this Agreement, and ACHS shall continue to receive compensation for the same at the same rates as prior to the involvement of the successor inmate health care services provider at the Facilities. ACHS also shall, if permitted by applicable law, disclose necessary personnel records and allow the successor to conduct on-site interviews with those employees. If selected employees are agreeable to the change, then ACHS shall release them at a mutually agreeable date and negotiate, transfer of their earned fringe benefits to the successor, and upon such transfer date, ACHS shall have no further obligations or liability with respect to the transferred employees.
- D. ACHS agrees to extend this Agreement on a month-to-month basis until phase in/phase out is completed (“Extended Month-to-Month Period”) for up to six (6) months and the Parties shall negotiate compensation for the Extended Month-to-Month Period at such time, as necessary to reflect any increase in medical cost, but not greater than 8% of what currently being paid.
- E. Nothing herein shall be construed as to require ACHS to indemnify, defend, or hold harmless the successor inmate health care services provider at the Facilities for any training, transition matters, or the acts or omissions of ACHS, its officers, employees, or personnel.

7.5 Payment for Services Performed. In the event that this Agreement is terminated for any reason, the Hospital District agrees to pay ACHS for services actually performed through the date of termination.

ARTICLE 8: COMPENSATION

8.1 Compensation. The Hospital District shall pay ACHS the following for services rendered under this Agreement as indicated below, subject to acknowledgement by the County Sheriff that monthly services have been rendered:

- Initial Three-Year Agreement Term (three [3] years beginning December 1, 2020 through November 30, 2023): \$12,716,084.00 to be paid in equal monthly installments of \$353,224.55.
- Optional Year Four Term (one [1] year beginning December 1, 2023 and ending November 30, 2024): \$4,547,036.00 to be paid in equal monthly installments of \$378,919.66.

- Optional Year Five Term (one [1] year beginning December 1, 2024 and ending November 30, 2025): \$4,751,652.00 to be paid in equal monthly installments of \$395,971.00.

In addition to the compensation set out above a monthly per diem charge (“Per Diem”) will be applied as set out herein. No Per Diem rate will be applied for a monthly Average Daily Population of Facilities (“ADP”) range of 900 to 1,100. If the ADP falls below 900 a Per Diem credit of \$1.16 per inmate below 900 will be applied, if the ADP goes above 1,100 ACHD will bill the \$1.16 Per Diem per inmate above 1,100 in the succeeding month’s invoice.

On the first of each month or first business day thereafter during the Term of this Agreement (including any Renewal term), ACHS shall submit a written invoice via mail or email, to the County Sheriff or his designee for approval of payment. The County Sheriff or his designee shall review the invoice against the services required and provided under this Agreement and forward the approved invoice to the Hospital District for approval and payment within thirty-five (35) calendar days of the invoice date. The Hospital District shall pay ACHS within sixty (60) calendar days of the invoice date with payment sent via the United States Postal Service to the address provided by ACHS on the invoice. Any Per Diem charges shall be clearly identified and billed in subsequent invoices. In the event this Agreement should terminate or be amended on a date other than the end of any calendar month, compensation to ACHS will be prorated accordingly based on the fractional portion of the month during which ACHS actually provided services. If the County Sheriff or Hospital District determines that payment for specific services are disputed, the undisputed portion of the invoice shall be approved for payment. The parties shall attempt to resolve the disputed portions of the invoice within ten (10) calendar days.

- A. In the event that the County and/or Hospital District fails to make any undisputed payment to ACHS hereunder within ten (10) calendar days following ACHS's written notice to the County and Hospital District of non-payment pursuant to Article 10.3 of this Agreement, ACHS may seek recovery of said funds pursuant to any available remedy at law or in equity, including termination of this Agreement.
- B. In the event that ACHS terminates this Agreement due to the County and/or Hospital District’s non-payment as described in Article 8.1, the County and/or Hospital District will be responsible for the pro-rated monthly payment of any services actually provided up to and including the date of termination.

8.2 Capital Investment. ACHS shall provide a capital investment of Three Hundred Thousand Dollars (\$300,000.00) to be utilized for the purchase of medical equipment, capital improvements and enhancements, for efficiency of care delivery by ACHS at the Jail and Annex Facilities, herein “Capital Investment.” Such purchases shall be made solely by ACHS and at ACHS’ sole discretion to enhance and facilitate services provided herein, subject to any County approval and coordination that may be necessary for capital improvements. Any equipment purchased pursuant to this paragraph will become the property of the County upon this Agreement terminating. ACHS shall make a minimum Capital Investment of \$60,000 per year as of the Effective Date of this Agreement (“Annual Capital Investment”), and shall be subject to off-set as set out in paragraph 6.3 above. Should ACHS fail to expend the minimum Annual Capital Investment (\$60,000) during

the year, then the balance of any unused funds at the end of each year shall be paid to the County, respectively by December 30th of that year. Any investments exceeding the Annual Capital Investment in a given year shall be offset against the following year's Annual Capital Investment, *except* that upon termination or expiration of this Agreement, any investments made that exceed the Annual Investment Fund in such final year shall be paid to ACHS by County within thirty (30) days of the Agreement termination or expiration. ACHS agrees to provide documentation upon County's request substantiating the amounts expended under this paragraph.

8.3 Changes in the Law. If any statute, rule or regulation is passed, or any order issued, or any statute or guideline adopted or interpretation made, or additional facilities opened, that materially changes the scope of services or increases the cost to ACHS of providing health care services hereunder, ACHS and the County agree to negotiate additional compensation to be paid by the Hospital District to ACHS as a result of such changes. Prior to negotiation, ACHS agrees to provide the County and Hospital District information sufficient to evaluate the scope and necessity of and any increase in cost. If the parties are unable to agree on appropriate compensation, either party may terminate this Agreement immediately by written notice to the other parties.

ARTICLE 9: LIABILITY AND RISK MANAGEMENT

9.1 Insurance. ACHS shall purchase and maintain in force at all times during the term of this Agreement, insurance with limits not less than indicated below. The County and Hospital District are to be named as an additional insureds in the policies, except for workers' compensation coverage, and a waiver of subrogation along with primary and non-contributory wording shall be provided to the County and Hospital District for all policies. Certificates of the coverage outlined below shall be available to County or Hospital District upon request.

- A. Commercial General Liability Insurance: The minimum acceptable limits of liability insurance to be provided by such general liability insurance shall be as follows:
 - Bodily Injury/Property Damage Insurance with limits of \$1,000,000 for each occurrence and a \$3,000,000 general aggregate.
- B. Professional Liability/ Medical Malpractice Insurance: The minimum acceptable limits of liability to be provided by such professional liability insurance shall be as follows:
 - \$1,000,000 per medical incident
 - \$3,000,000 per annual aggregate per physician/dentist or other contractor insured
- C. Automobile Liability Insurance covering owned, hired and non-owned vehicles:
 - Bodily Injury/Property Damage
 - Per Occurrence: \$1,000,000
- D. Umbrella (excess liability policy) or additional limits on foregoing risks:
 - \$1,000,000.
- E. Workers Compensation Insurance:
 - Employer's Liability Coverage Limit: \$1,000,000

- The provisions of Article XXII of RFP No. 3137-20 attached hereto as Appendix C hereby is incorporated by reference as if each word were included herein.

9.2 Performance Bond. ACHS shall provide the County with a performance bond equal to one-hundred percent (100%) of the annual base price as forth herein for the term of the Agreement. New bonds will be required for each renewal (if any) in one (1) year increments, not to exceed two (2) additional years past the initial term. Such performance bond must be written by a Texas Licensed company, or companies.

9.3 COUNTY INDEMNITY. ACHS AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, THE HOSPITAL DISTRICT, AND THEIR AGENTS, OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL SUITS, ACTIONS OR OTHER CLAIMS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, FOR BODILY INJURY, INCLUDING DEATH, AND PROPERTY LOSS OR DAMAGE ARISING OUT OF ANY WRONGFUL ACT, NEGLIGENCE, OR OMISSION OF ACHS, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH SUIT, ACTION OR CLAIM IS INSTITUTED BY A THIRD PARTY OR AN EMPLOYEE, AGENT OR SUBCONTRACTOR OF ACHS. ACHS WILL HAVE NO OBLIGATION TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, THE HOSPITAL DISTRICT, OR THEIR AGENTS, OFFICERS AND EMPLOYEES FOR ANY SUIT, ACTION OR OTHER CLAIM ARISING OUT OF ANY WRONGFUL ACT, NEGLIGENCE, OR OMISSION OF THE COUNTY, THE HOSPITAL DISTRICT, OR THEIR AGENTS, EMPLOYEES OR SUBCONTRACTORS. ACHS'S OBLIGATIONS PURSUANT TO THIS PROVISION WILL NOT APPLY TO ANY CLAIM, LIABILITY, COST OR EXPENSE INCURRED IN CONNECTION WITH TREATMENT OF ANY INMATE'S INJURY IF SUCH TREATMENT OCCURRED PRIOR TO THE INMATE'S CUSTODY BY THE COUNTY OR AT ANY TIME THE INMATE WAS OUTSIDE THE COUNTY'S CUSTODY. ACHS'S OBLIGATIONS PURSUANT TO THIS PROVISION WILL NOT APPLY TO ANY CLAIM, LIABILITY, COST OR EXPENSE TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF ANY OF THE COUNTY OR HOSPITAL DISTRICT'S OFFICERS, AGENTS, OR EMPLOYEES WHICH PREVENT AN INMATE FROM RECEIVING MEDICAL CARE AS DIRECTED BY ACHS. THE COUNTY OR HOSPITAL DISTRICT SHALL PROMPTLY NOTIFY ACHS OF ANY INCIDENT, ACCIDENT, CLAIM OR LAWSUIT OF WHICH THE COUNTY OR HOSPITAL DISTRICT BECOMES AWARE THAT DOES OR MAY POTENTIALLY INVOLVE ACHS, AND SHALL FULLY COOPERATE IN THE DEFENSE OF SUCH CLAIM. ACHS MAY RETAIN SOLE CONTROL OF THE DEFENSE WHILE THE ACTION IS PENDING SHOULD IT SO CHOOSE. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

9.4 ACHS INDEMNITY. COUNTY AND HOSPITAL DISTRICT AGREE, TO THE EXTENT PERMITTED BY LAW WITHOUT ESTABLISHING A SINKING FUND, TO INDEMNIFY, DEFEND AND HOLD HARMLESS ACHS AND ANY OF ITS AGENTS, OFFICERS, SUBCONTRACTORS AND EMPLOYEES, FROM AND AGAINST ALL SUITS, ACTIONS OR OTHER CLAIMS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, FOR BODILY INJURY, INCLUDING DEATH, AND PROPERTY LOSS OR DAMAGE ARISING OUT OF ANY WRONGFUL ACT,

NEGLIGENCE, OR OMISSION BY THE COUNTY, THE HOSPITAL DISTRICT OR THEIR OFFICERS, EMPLOYEES OR AGENTS, REGARDLESS OF WHETHER SUCH SUIT, ACTION OR CLAIM IS INSTITUTED BY A THIRD PARTY OR AN EMPLOYEE, OFFICER, AGENT OR SUBCONTRACTOR OF THE COUNTY OR THE HOSPITAL DISTRICT. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. ACHS SHALL PROMPTLY NOTIFY THE COUNTY OR HOSPITAL DISTRICT OF ANY INCIDENT, ACCIDENT, CLAIM OR LAWSUIT OF WHICH ACHS BECOMES AWARE THAT DOES OR MAY POTENTIALLY INVOLVE THE COUNTY AND/OR HOSPITAL DISTRICT, AND SHALL FULLY COOPERATE IN THE DEFENSE OF SUCH CLAIM. COUNTY AND/OR THE HOSPITAL DISTRICT MAY RETAIN SOLE CONTROL OF THE DEFENSE WHILE THE ACTION IS PENDING SHOULD IT SO CHOOSE. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. MISCELLANEOUS

10.1 Independent Contractor Status. The parties acknowledge that ACHS is an independent contractor and no employee or agent of ACHS shall be deemed for any reason to be an employee or agent of the County. Nothing in this Agreement is intended, nor shall be construed to create, an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

10.2 Assignment and Subcontracting. Except as provided in Article 2.6, ACHS shall not assign this Agreement, except to an affiliate of ACHS or a successor to substantially all of its assets, or any of its rights or obligations under this Agreement, without the express written consent of the County and Hospital District, which consent shall not be withheld provided the assignee is a qualified provider of services such as those to be provided hereunder and shall have equal or more financial resources than ACHS. Any such assignment or subcontract shall include all of the obligations contained in this Agreement. The parties hereby agree that various independent contractors serving as medical providers will be utilized in carrying out the obligations contained in this Agreement.

10.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

ACHS: Otto Campo
Chief Executive Officer
Armor Correctional Health Services, Inc.
4960 SW 72 Ave., Suite 400
Miami, FL 33155

With a copy to: Denise Rupp
Senior Director, Business

Armor Correctional Health Services, Inc.
4960 SW 72 Ave., Suite 400
Miami, FL 33155

County: Barbara Canales
Nueces County Judge
901 Leopard Street, Room 303
Corpus Christi, Texas 78401

With a copy to: John Hooper Sheriff
Nueces County Sheriff's Office
901 Leopard Street
Corpus Christi, Texas 78401

Nueces County Attorney
901 Leopard Street, Room 207
Corpus Christi, Texas 78401

Hospital District: Jonny F. Hipp
Administrator/Chief Executive Officer
Nueces County Hospital District
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401

Notices shall be effective upon receipt.

10.4 Governing Law and Venue. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas. Any litigation filed against the County by ACHS shall be brought in a State Court in Nueces County, Texas and/or in the United States District Courts in the Southern District of Texas, Corpus Christi Division.

10.5 Amendment. This Agreement may be amended or revised if approved by authorized parties, only in writing, and signed by all parties to this Agreement.

10.6 Waiver of Breach. The waiver by any 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.

10.7 Other Contracts and Third-Party Beneficiaries. 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 the Agreement is intended to be for their respective benefit only and not for the benefit of any non-party who might otherwise claim to be deemed to constitute a third-party beneficiary hereof.

10.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect.

10.9 Force Majeure. Neither party shall be held responsible for any delay or failure in performance, other than payment obligations and provision of medical, mental health, dental, and nursing services, to the extent that such delay or failure is caused by fire, riot, flood, explosion, war, strike, embargo, government regulation, civil or military authority, or act of God. All parties understand and agree that there are such occurrences, both beyond the control and within the control of the parties, 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 all 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 negligent, reckless, or intentional actions or omissions of the County or their employees, agents or contractors, having catastrophic results and resulting in medical care for the inmates, County staff, visitors, or contractors, ACHS shall not be responsible for costs attributable to such catastrophic event.

10.10 Effect of This Agreement. This Agreement, including the attachments, and documents previously incorporated herein as the Proposal and Appendixes, constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersede all previous written or oral agreements and representations. This Agreement may be modified only in a writing that expressly references this Agreement and is executed by all of the parties hereto.

10.11 Survival. The provisions of this Agreement pertaining to the obligation to pay for services rendered pursuant to this Agreement shall survive the termination of this Agreement.

10.12 Electronic Record Management Application (ERMA). ACHS will provide an electronic medical records software system (“software”) commonly referred to as “EMR” for use in the Facilities. ACHS will also implement online pharmaceutical ordering and administration through the EMR using an eMAR module. The County shall be entitled to quantitative and select information as required by the County. At the termination or expiration of this Agreement, ACHS shall remove the software. ACHS shall provide the County with a complete set of printable, official medical records contained by the software for each inmate in a PDF format, in addition to a dump of relevant medical records data in a mutually agreeable format.

10.13 Discharge Medications. ACHS will provide the service which allows discharged inmates access to a 30-day supply of medications upon release. The prescription may be filled at any pharmacy. ACHS will provide a prescription card for all inmates in need of discharge medications, including those in need of psychotropic medications. When the prescription is filled, ACHS will absorb the costs. This shall be ACHS’s sole responsibility with respect to discharge medications.

10.14 Enforcement. In the event any party incurs legal expenses or costs to enforce the terms of this Agreement, each party shall be responsible for its own costs.

10.15 Compliance with Laws. The parties hereto expressly acknowledge that it has been, and continues to be, their intent to comply fully with all federal, state and local laws, Court Orders, rules, and regulations. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party thereto

in connection with the performance of its obligations, or should any party be deemed for any reason to be in violation of any statute or regulation arising from this Agreement, this Agreement shall be renegotiated to comply with the applicable provisions of then current law.

10.16 Drug-Free Work Place. ACHS shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all subcontractors to insure that the County maintains a drug-free workplace.

10.17 Gratuities. ACHS shall not offer County employees benefits, gifts, or favors. Failure to honor this policy may result in the termination of this Agreement.

10.18 Confidentiality. It is understood that in the course of the engagement established under this Agreement, each party may learn of or obtain copies of confidential or proprietary software, systems, manuals, documents, protocols, procedures, or other materials developed by or belonging to the other party, and not generally available to the public (hereinafter referred to as “Confidential Information”). All Confidential Information shall be and remain the property of the party originally having ownership thereof. Neither party will, without the express written consent of the other party, use the Confidential Information of the other party, except as expressly contemplated by this Agreement, and the receiving party shall cease all use of the other party’s Confidential Information upon the termination or expiration of this Agreement. Except as required by law or legal process, each party shall maintain the confidentiality of the Confidential Information provided hereunder, and shall not disclose such information to third parties. This provision shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

ARMOR CORRECTIONAL
HEALTH SERVICES, INC
By: Otto Campo
Its: Chief Executive Officer

NUECES COUNTY
By: Barbara Canales
Its: Nueces County Judge

Signature

Signature

NUECES COUNTY HOSPITAL DISTRICT

By: Jonny F. Hipp
Its: Administrator/Chief Executive Officer

Signature

**APPENDIX A
STAFFING MATRIX**



Nueces County Jail										
Day Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
Health Services Administrator	8	8	8	8	8				40	1.00
Discharge Planner	8	8	8	8	8				40	1.00
Adm.Assistant/UM	8	8	8	8	8				40	1.00
DON/Educator	8	8	8	8	8				40	1.00
Medical Director						4		20	24	0.60
ARNP/PA	6	6	6	6	6		4		34	0.85
Medical Records Clerk	8	8	8	8	8	8	8		56	1.40
RN Charge/Infirmary/Intake	8	8	8	8	8	16	16		72	1.80
RN Sick Call / H&P	8	8	8	8	8	8	8		56	1.40
LVN Med Adm/Detox	16	16	16	16	16	16	16		112	2.80
Dentist								16	16	0.40
Dental Asst.								16	16	0.40
Psychiatrist								5	5	0.13
Psych ARNP								8	8	0.20
Mental Health Professional	8	8	8	8	8	8	8	4	60	1.50
Total Hours / FTE - Day	86	86	86	86	86	60	60	69	619	15.48
Evening Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
RN-Charge/Intake	8	8	8	8	8	8	8		56	1.40
LVN-Infirmary/Emergencies	8	8	8	8	8	8	8		56	1.40
LVN-Med. Admin/detox	16	16	16	16	16	16	16		112	2.80
Total Hours / FTE - Evening	32	32	32	32	32	32	32	0	224	5.60
Night Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
RN intake/charge	8	8	8	8	8	8	8		56	1.40
LVN-Diabetics/Court Meds/Intake	16	16	16	16	16	16	16		112	2.80
Total Hours / FTE - Night	24	24	24	24	24	24	24		168	4.20
Total Hours / FTE	142	142	142	142	142	116	116	69	1,011	25.28



Medical Services for the Nueces County Jail and Juvenile Justice Center
 Request for Proposal No. 3137-20
 August 20, 2020

Nueces County McKinzie Annex										
Day Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
ARNP/PA								6	6	0.15
Medical Records Clerk								20	20	0.50
RN Sick call / H&P	8	8	8	8	8				40	1.00
LVN Med Adm	8	8	8	8	8	8	8		56	1.40
Total Hours / FTE - Day	16	16	16	16	16	8	8	26	122	3.05
Evening Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
LVN-Med. Admin	8	8	8	8	8	8	8		56	1.40
Total Hours / FTE - Evening	8	8	8	8	8	8	8	0	56	1.40
Night Shift										
POSITION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	TBS*	Hrs/Wk	FTE
LVN-Diabetics/court meds	8	8	8	8	8	8	8		56	1.40
Total Hours / FTE - Night	8	8	8	8	8	8	8		56	1.40
Total Hours / FTE	32	32	32	32	32	24	24	26	234	5.85

APPENDIX B
ARTICLE . V. SCOPE OF WORK FOR THE FACILITIES
(Jail and McKinzie Jail Annex) OF RFP No. 3137-20

Article V. Scope of Work for the Facilities (Jail and McKinzie Jail Annex)

A. Responsibilities

1. Proposer shall be the sole supplier and/or coordinator of the system that delivers inmate medical services at the Facilities.
2. Proposer shall be responsible for provision of ambulatory and infirmary medical services at the Jail and ambulatory medical services at the Annex using the Existing Medical Units.
3. Proposer shall be responsible for all medical care of all inmates incarcerated at Facilities, including Work Release inmates.
4. The Proposer's responsibility for inmate health care delivery commences with the commitment of the inmate to the custody of the Facilities and ends with the release of the inmate. When the prisoner arrives at the facility, they are official booked, responsibility and expense start at the time of arrival.
5. The Proposer is not responsible for inpatient or outpatient inmate healthcare services that cannot be reasonably provided within the Facilities. Financially responsibility for medical care when a prisoner is taken directly to the hospital, prior to booking, is primarily the responsibility of the inmate and then Indigent Care if inmate does not have insurance. Work release inmates are not covered by Workers Compensation.
6. The Proposer will be responsible for maintaining a liaison with and coordinating offsite inmate healthcare services with the Hospital District's indigent health care contractor.

The term "medical services" in the above paragraph means the provision of twenty-four (24) hours a day, seven (7) days a week of inmate medical, dental, mental health, and nursing services, including but not limited to (i) intake health assessments, health care services for chronic, infirmary, and sick call care, routine and preventive care, including health assessments; and acute and emergency care; (ii) laboratory, radiology, pharmacy, physical therapy, and other supporting ancillary services and supplies; and (iii) other related non-ancillary support services.

B. Minimum Requirements

1. The Proposer must be organized for the sole purpose of providing correctional health care services and have previous experience with proven effectiveness in administering correctional health care programs.

2. The Proposer must have at least five (5) continuous years of corporate experience in providing health care services at correctional facilities and have at least three (3) current contracts with separate agencies with correctional facilities of similar size or layout to the Facilities. Emphasis will be placed on those referenced correctional facilities in the State of Texas.
3. The Proposer must operate in accordance with National Commission on Correctional Health Care (NCCHC) standards, American Correctional Association (ACA) standards and Texas Commission on Jail Standards.
4. The Proposer must be able to provide a medical care delivery system specifically for the Facilities. It must demonstrate that it has the ability for a sixty (60)-day start-up, that it has a proven system of recruiting staff, and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operations in the County.
5. Proposer must demonstrate that all medical professionals are licensed in the State of Texas.

C. Specifications and Program Requirements

1. Administrative Requirements:
 - a. A singular designated Texas-licensed physician (M.D. or D.O.) Medical Director with responsibility for assuring the quality, appropriateness, timeliness, and adequacy of inmate health care services. If the Medical Director provides direct health care services, he/she shall maintain active medical staff membership with delineated clinical privileges at Christus Spohn Health System hospitals located in Nueces County, Texas and be a resident of Nueces County.
 - b. A full-time on-site Health Services Administrator shall be provided who shall have the general responsibility for the successful delivery of health care pursuant to this solicitation and final contract.
 - c. The Proposer shall, upon request, provide to the County proof of Texas licenses and/or certificates for all professional staff. In addition, malpractice insurance must be on file for all physicians, psychiatrists, dentists, mental health practitioners, Nurse Practitioners, Physician Assistants, and other employees, if applicable.
 - d. Copies of staffing schedules encompassing all health care staff are to be submitted to the Health Services Administrator on the fifteenth of each month for the upcoming month. Daily Updates should be supplied if there are changes.

- e. Monthly and daily statistics will be required as follows:
- i. A statistical report with narrative on noteworthy accomplishments or events will be due on the fifth calendar day of each month to the Contract Administrator that includes, but is not limited to, the following:
 - Inmates seen at sick call
 - Inmates seen by physician
 - Inmates seen by dentist
 - Inmates seen by psychiatrist
 - Medical specialty consultation referrals
 - Off-site hospital admissions
 - Emergency Room visits
 - Infirmiry admissions, patient days, average length of stay
 - Intake medical screening
 - Fourteen (14) day physicals
 - Lab Work
 - MHMR active care list
 - ii. A report of the previous twenty-four (24) hours that captures but is not limited to, the following data. This report shall be submitted to the Contract Administrator on a daily basis:
 - Transfers to off-site hospital emergency departments
 - Communicable disease reporting
 - Suicide data (i.e. attempts and precautions taken)
 - Report of status of inmates in local hospitals
 - Report of status of inmates in jail infirmiry
 - Submit completed medical incident report copies
- f. Grievances shall be monitored to detect areas of concern. Inmate grievances shall be documented on a log and a response shall be prepared within three working days of receipt. Completed responses will be returned to the inmate through the Chief Jail Administrator or his designee.
- g. The establishment of a comprehensive quality improvement activity that will monitor the health/medical services provided.
- h. The establishment of an infection control activity that monitors the incidence of infectious and communicable diseases, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected.
- i. Proposer is to arrange ambulance service from the local providers.

- j. The Proposer shall, in times of emergency, disaster, or threat thereof, whether accidental, natural or man-made, provide medical assistance to the County Sheriff's Office to the extent or degree required by County Sheriff's Office policies and procedures. Awarded Proposer/Contractor will be responsible for care and treatment during exigent circumstances. The awarded proposer/contractor shall be prepared to operate without assistance for at least five (5) days during the hurricane season. All of the awarded proposer/contractor personnel will be considered as essential personnel. The awarded proposer/contractor shall be prepared with a schedule that will provide medical care 24/7 or until the incident/hurricane is over. If the Sheriff institutes a recall during emergency situations (i.e. hurricane) all medical contractor personnel shall report to the jail as soon as possible after receiving notification
2. Personnel requirements:
- a. Adequate health care personnel required to provide those services listed in this RFP must be provided for twenty-four (24) hours, seven (7) days per week inmate health services at the Facilities. No more than 10% of Nursing Staff may be outsourced by Proposer.
 - b. Physician services must be available to provide for the following:
 - i. Must be sufficient to provide the required needs of the inmates and assure medical evaluation/follow up within twenty-four (24) hours of post nursing triage referral (including weekends and holidays).
 - ii. In addition, twenty-four (24) hour physician on-call services with the availability for consultation and the ability to meet the on-site needs are required.
 - iii. Communication conducted via cell phone.
 - iv. The physician providing such services shall maintain active medical staff membership with delineated clinical privileges at Christus Spohn Health System hospitals located in Nueces County, Texas and be a resident of Nueces County.
 - c. Nursing services must be available to provide for the following:
 - i. Medical unit coverage at all times, including sick call and medication administration periods at the Facilities;

- ii. 24-hour intake screening, including medical histories and tuberculosis testing on all inmates at the time of admission at the Jail, busiest day is Wednesday;
 - iii. HIV testing as directed by court order. It is mandated for certain penal code offenses through direction of the court;
 - iv. Health Assessments on all inmates within fourteen (14) days after booking at the Facilities;
 - v. Distribution of medications as prescribed at the Facilities;
 - vi. Sick call triage and follow-up on a daily basis to include weekends and holidays at the Facilities;
 - vii. Appropriate and timely response to inmate medical needs and emergencies at the Facilities;
 - viii. Physician, nurse practitioner, and physician assistant support services at the Facilities;
 - ix. 24-hour infirmary care at the Jail as needed; and
 - x. 24-hour application and removal of stiches/suture as needed.
- d. The Proposer shall provide sufficient clerical staff to support the medical contract.
 - e. Telemedicine is an option.
 - f. The County Sheriff or his designee may request replacement of any Proposer's personnel or contractors he believes whose actions are against the law or contrary to the security, safety or health of others or does not comply with the Facilities' policies and procedures. The County Sheriff or his designee shall approve all appointments to the position of the Medical Director and Health Services Administrator. Proposer must staff position these two positions at all times. County will not waive the positions.
 - g. Written job description and protocols to define specific duties and responsibilities for all assignments must be provided to the County Sheriff or his designee.

3. Pharmaceutical Services:

- a. Pharmaceutical services to assure the availability of prescribed medications within eight (8) hours of the order of issue being written for all formulary approved medications and twenty-four (24) hours for all non-formulary medications except where such medications are not readily available in the local community.
- b. Pharmaceutical services shall be consistent with State and Federal regulations and must be monitored by a qualified and Texas-licensed pharmacist.
- c. A copy of the formulary to be used in this contract shall be provided to the Sheriff or his designee.
- d. Service shall provide for the purchasing, dispensing, administering and storage of all pharmaceuticals by qualified personnel and for the proper storage of psychotropic medications as prescribed to inmates. Medications are to be administered by nurses at the Facilities. Some medications are administered within the Medical Units and others are administered within the jail pods.
- e. The County is not aware that pharmacy technicians can administer medications in Texas. However, the Proposer has the final responsibility for determining whether pharmacy technicians can legally administer medications in Texas.
- f. Standard medication passes are conducted at 8:00am and 8:00pm, with additional passes of special needs medication as ordered by physician.
- g. Provide for the recording of the administration of medications in a manner and on a form approved by the Medical Director to include documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered, and the reason given. There is to be no self-administration or "keep-on-person" medication system

4. Dental Services:

The Proposer shall provide routine and emergency dental care for each inmate under the direct supervision of a licensed dentist and shall establish a defined scope of available dental services including emergency dental care which includes the following:

- a. A dental screening conducted within 14 days of admission, unless completed within the last six months, conducted on initial intake with instructions on dental hygiene.

- b. A dental examination by a dentist within 12 months of admission, supported by diagnostic x-rays, if necessary.
 - c. A treatment plan with x-rays for those inmates who request care with more than 12 months detention.
 - d. A defined charting system that identifies the oral health condition and specifies the priorities for treatment by category.
 - e. Development of an individualized treatment plan for each inmate receiving dental care.
 - f. Consultation and referral to dental specialist, including oral surgery, when necessary.
5. Care and Treatment Requirements:
- a. The Proposer shall provide for twenty-four (24) hour a day, seven (7) days per week emergency health care services to include on-site emergencies with one physician or more health care providers. On call services are required 24/7. However, the County expects that the physician will come on-site if the inmate's medical condition(s) warrant it.
 - b. In addition to twenty-four (24) hour a day, seven (7) days per week emergency services coverage, the hours for routine nurse sick call shall be at levels which allow for all inmates needing medical services to be seen within twenty-four (24) hours from the time of the request for such services. The inmates shall be triaged by an RN within 24 hours and seen by an MD or PA/NP at next clinic. However, if the inmate's medical condition warrants, the inmate shall be seen by an MD or PA/NP prior to the next clinic. Sick call occurs in the medical unit. Sick calls are made daily by staff or medical observation along with inmate communication forms.
 - c. A written manual of standardized policies and defined procedures, approved by the Medical Director and the County Sheriff, must be reviewed at least annually and revised as necessary under the direction of the Medical Director and with the approval of the County Sheriff.
 - d. The Proposer shall provide for necessary laboratory and x-ray services (take and read) 24 hours 7 days a week. All abnormal laboratory and x-ray results are to be reviewed and signed by a physician with a follow up plan of care outlined as needed.

- e. The Proposer shall provide for mental health services which shall include as a minimum:
 - i. Screening for mental health problems on intake as provided in NCCHC, ACA standards, and Texas Commission on Jail Standards.
 - ii. On-site evaluation by the Proposer's psychiatrist for the detection, diagnosis, and treatment of mental illness. There are 12 caged units within the jail pods that are utilized for inmates suffering mental disabilities and those on mental health watch.
 - iii. Crisis intervention and management of acute psychiatric episodes.
 - iv. Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.
 - v. Assist in the referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment capability of the Facilities.
 - vi. Obtaining and documenting informed consent.
 - vii. Allow for Nueces Center for Mental Health and Intellectual Disabilities "NCMNID" to review care of its clients while in the facilities.
 - viii. The Proposer ensures inmates referred for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed within 14 days of the referral request date.
 - ix. Not responsible for conducting psychological evaluations for parole or probation.
- f. The Proposer shall provide a program for meeting the special needs of the female population; e.g., pregnancy.
- g. The Proposer shall provide documented inmate health screening with history forms immediately upon arrival at the Facilities based on structured inquiry and observation and performed by qualified health care personnel, twenty-four (24) hours a day, seven (7) days a week. This will ensure that anyone taken into custody receives the necessary medical attention prior to admission into our system. At a minimum, the screening must include inquiry into:
 - i. Current illness and health problems including medical, dental, and communicable diseases.

- ii. Medications taken and special health requirements.
 - iii. Use of alcohol and drugs, including the types, methods, amounts, frequency, and date/time of last use and history of problems related to withdrawal.
 - iv. For females, a gynecological history, including pregnancies.
 - v. Observations of behavior, including the state of consciousness, mental status, appearance, conduct, tremors and sweating.
 - vi. Notations of body deformities, trauma markings, ease of movement, bruises and jaundice.
 - vii. Condition of skin and body orifices, including rashes and infestations, needle marks or other indications of drug abuse.
- h. The Proposer will provide specialized inmate transportation for emergency ambulance care; the proposer will provide inmate transportation for specialized healthcare needs; the County provides all other transportation relating to the provision of health services.
 - i. The Proposer shall provide a total pharmaceutical system for the Facilities beginning with the Physician's prescribing, the administration of medication, and the necessary record keeping. The system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician or psychiatrist and shall be administered and dispensed by a licensed nurse. The Proposer shall be responsible for the costs of all drugs administered. The County will accept alternative proposals for pharmaceutical costs including risk sharing arrangement; the Proposer must provide a detailed explanation for alternative proposals.
 - j. Over the counter (OTC) drugs may be available in the commissary from time to time. However, all medications, OTC or otherwise, that are ordered by the physician shall be provided by the Proposer.
 - k. Insulin treatment is received in the medical unit. Diabetics are housed in close proximity to the medical ward
 - l. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Facilities.

- m. Inmates will not be used to provide any health care services, including record keeping.
 - n. The Proposer is responsible for assessing the availability of “free” services offered by any providers.
6. Medical Records Requirements:
- a. A medical record consistent with state regulations and community standards of practice shall be maintained on each inmate held beyond the first appearance in court. These records shall be kept separate from the jail confinement records of the inmate.
 - b. Individual inmate health care records, including relevant records of outpatient visits, will be initiated and maintained for every inmate regarding medical, dental, or mental health services received as a result of the inmate screening process and for services rendered following the inmate's assignment to a housing area.
 - c. In any case where medical care is at issue, or where the physical or mental condition of an inmate is at issue, the Proposer shall make all records accessible to the Sheriff, County’s Chief of Jail Administration, District Attorney, or County Attorney. The Proposer additionally acknowledges compliance with and understanding of all applicable provisions of the federal Health Insurance Portability and Accountability Act (HIPAA). If in the future Proposer terminates the Agreement or does not intend to extend the Agreement with the County, Proposer understands and shall make available medical records of inmates to any new correctional health provider.
 - d. Included in the inmate population are inmates incarcerated on behalf of the Texas Department of Criminal Justice, U.S. Marshals Service, U.S. Immigration and Customs Enforcement, various agencies, counties, and municipalities. The Proposer shall promptly notify the County’s Sheriff or designee of the need for other than routine medical care for such inmates and shall provide documentation of required treatment to the Department of Criminal Justice or U.S. Marshal, or the applicable municipality, as requested.
 - e. The Proposer shall submit monthly detailed inmate-specific statements to the Nueces County Hospital District to support the Hospital District in securing reimbursement for all medical care costs provided by Proposer to inmates who are not residents of Nueces County, Texas. The Proposer shall submit to the Hospital District related inmate administrative information including, but not limited to intake, demographic, residency, and health insurance information.

Additionally, the Proposer shall execute a HIPAA-related Business Associate Agreement with the Hospital District.

- f. The Proposer shall prepare health summaries to be sent with inmates transferred to the Texas Department of Criminal Justice. The Proposer will ensure that inmates and health summaries are appropriately prepared for transfer within 24 hours of receiving the list of inmates being transferred, or as necessary.
 - g. The Proposer will examine and provide medical clearance for all inmate workers, as requested by the County's Sheriff or his designee. The medical clearance process will be completed within 24 hours of receiving the list of inmates to be cleared unless laboratory testing necessarily increases the time required to be cleared.
 - h. If an inmate medical record cannot be located within twenty-four (24) hours of a discovered loss, the County's Sheriff or his designee shall be immediately notified.
 - i. Inactive medical records will be maintained in accordance with the laws of the State of Texas and the American Medical Association.
 - j. Proposer shall ensure that inmate health information is available to meet the needs of continued patient care, legal requirements, research, education, and other legitimate uses.
7. Supplies, Office and Medical Equipment
- a. The Proposer should provide whatever stock supplies are required to perform under the contract. Proposer will also supply at its expense, all other supplies required to carry out its performance. Said supplies will include, but not be limited to, forms, books, manuals, medical record folders, alpha indexes and forms, pharmaceuticals, laboratory fees, prosthetics, hand instruments, needles and sharps, special medical items, testing devices, containers and clinical waste receptacles, inmate information brochures, individual and group materials, gloves and coverings, and disinfectants.
 - b. The Proposer is responsible for assessing the office and medical equipment needs. All equipment purchased under the contract shall be the property of the County and shall remain on site at the termination of the contract. All supplies purchased for use in the performance of the contract, shall be the property of the County and shall remain on site at the termination of the contract.

- c. Medical equipment identified in Article VII Paragraph D.1 below will be provided by the Nueces County Hospital District for use by the Proposer. The Proposer shall be responsible for ongoing repair and maintenance of all medical and office equipment provided and owned by the County or the District for use by the Proposer. Should such equipment become non-serviceable due to routine use, then the County or District will be responsible for its replacement. Non-serviceable medical and office equipment shall be returned to the County or District as appropriate.
 - d. Nueces County provides phone land lines or two-way radios. Contractor can provide cell phones to their staff at their own expense.
 - e. County does not provide a photo copier.
 - f. County does provide internet services at no cost to the awarded proposer.
8. Services to Staff:
- a. Emergency services including first aid, assessment, stabilization and the coordination of transport of employees or visitors who become ill or injured in the Facilities and provide appropriate incident report.
 - b. The Proposer shall provide health education for security staff not to exceed fifty (50) hours of instruction per year in such areas as: airborne pathogens, blood borne pathogens, recognizing and responding to medical emergencies, recognizing and responding to suicide, recognizing and responding to mental health concerns emergency procedures.
 - c. The Proposer shall provide management of the Hepatitis B vaccination program and tuberculosis screen for all Facilities' staff. County will bear the cost of the vaccine.
9. Proposer employees will be required to attend training on Basic Jail Orientation, radio procedures, interpersonal communication skills and other security topics made available several times each year by the Sheriff's Office at no cost to the Proposer. The total classroom time for these subjects is approximately ten hours per FTE and the Proposer shall be responsible for employee wages and/or overtime necessary to fulfill this requirement. Training hours are considered part of contract hours.
10. Proposer personnel should be aware that they might, from time to time, be subpoenaed to testify in court regarding medical treatment. Overtime associated with this obligation will be the responsibility of the Proposer.

11. Proposer will be required to comply with all Sheriff's Office policies, procedures, protocols and post orders.

D. General Information

1. The County shall have the right to require Proposer to remove any person(s) employed by or engaged by Proposer, when it deems such action to be in the best interest of the County because of illegal actions, or is contrary to security, health and safety of others or in violation of the County Sheriff's Policies and Procedures. It is further noted that the right of entrance by any person to the Facilities is under the sole jurisdiction of the County Sheriff's Office.
2. All Proposer's personnel, including personnel of its subcontractor(s) and agents, will be subject to security background checks and clearances by the Sheriff's Office prior to being granted admittance to the Facilities. In each instance, the Proposer and its subcontractor(s), agent(s) and its personnel, will provide such cooperation as may be reasonably required to complete the security check. The County Sheriff agrees to perform such security checks in a timely manner and not unduly delay such checks. Depending on the number of people to be run and the Crime Data Section workload the length of time should be no more than 24 hours for the criminal check.
3. Provision shall be made for meetings between the Proposer's staff and Facilities' administration, including their documentation, to facilitate good communications and good rapport between security and health services.
4. All permits and licenses required by federal, state or local laws, rules and regulations necessary for the implementation of the work undertaken by the Proposer pursuant to the contract shall be secured and paid for by the Proposer. This shall include fees associated with National Commission on Correctional Health Care (NCCHC) accreditation and periodic accreditation reviews.
5. The Proposer shall be responsible for contracting for the disposal of all general waste, including infectious or hazardous waste. The material must be removed from the Facilities and disposed of as regulated by federal, state and local laws. All costs related to the removal and disposal shall be at the expense of the Proposer.
6. The Proposer shall propose a provision of a complete pharmaceutical system for inmates housed at the Facilities.
7. The County shall have the unfettered right to monitor the Proposer's work in every respect as the contract administrator. Contract Administrator is Nueces County Sheriff's Office designee; therefore, cost should not be included in Proposal Response. In this regard, the Proposer shall provide its full cooperation, and ensure the cooperation of its employees, agents, and subcontractors. Further, the Proposer

shall make available for inspection and/or copying when requested, original time sheets, invoices, charge slips, credentialing statements, continuing education and training records, and any other data, records and accounts relating to the Proposer's work and performance under the contract. In the event the Proposer does not hold such material in its original form, a true copy shall be provided.

E. Existing Medical Units

1. Medical Unit at Jail:

The existing Medical Unit contains 8 inmate cells with beds and sink and toilet, 1 of which is a 3-bed ward, and 4 of which are equipped as reverse air flow cells. The most inmates housed in the medical unit at one time are 5. The remaining space is allocated as follows:

Provided by County:

- 1 Health Services Administrator Office / Secretarial Office / with restroom
- 1 Pharmacy
- 1 X-Ray Room
- 2 Exam Rooms
- 1 Dental Room
- 2 Nurses Station with restroom
- 1 Nurses Lounge
- 3 Negative Air Pressure Rooms
- 2 ADA Showers
- 1 Ward
- 3 Single Rooms
- 1 Outdoor Recreation Area
- 5 Storage Areas
- 1 Inmate Holding Area
- 1 Kitchen Area
- 1 Physical Therapy Room

Provided by Nueces County Hospital District:

- Hill Rom PO#58326 Bed Electric Advance 1000
- Hill Rom PO#58326 Advance Bed
- Pulse Oximeter Nova Meters with protective bag
- Xmamsi Radiographic System
- Century Bed (8)
- MAC5000 Defib. System CE#2004378
- 1 Brother Fax
- Radiographic unit dental (serial # 521071)
- Lead Aprons X2
- Sml. Skirt
- Radiology cassettes

Film Lightbox #15758
 Darkroom safelight GBX-2
 General purpose Radiographic unit serial # AB521

2. Medical Unit at Annex:
 (1) Nurses Workstation, (1) exam room, and (1) storage room. The space is shared with (1) counselor during the hours of 8:00 am to 5:00 pm weekdays.

F. Statistical Data

The following is an overview of statistical data for primary medical services for the period June 01, 2019 through May 31, 2020. This data is provided for informational purposes only and in no way is intended to limit, project, or predict the number of patient encounters to be provided by the Proposer during the period of the contract. The information in this RFP package has been taken from data available and is believed to be reasonably accurate.

	Jail	Annex
Average Daily Population (ADP)	596	412
Male ADP	433	412
Female ADP	163	0
Bookings	16,800	892
Average Length of Stay at the facility (days)	22	20
Inmates on the work release program	800	

Primary Medical Service	Total Delivered
Inmates seen by physician	2208
Inmates seen by NP/PA	3656
Inmates seen by dentist	754
Nurse sick call (Requests)	4096
Inmates seen by psychiatrist	574
Inmates seen by Psych NP/PA	1,574
Inmates seen by QMHP	1,697
Inmates seen by Social Worker	Do not have Social Worker
Intake Screens/Medical Histories	27,140
Flight for Life	0
X-rays	253
Lab work	1,486

G. Facility's Security

The County Jail and Jail Annex are secured facilities. Necessary arrangements to enter must be made with the Jail staff. Awarded Proposer and its personnel shall be subject to and shall comply with all County Sheriff's Office jail security policies and procedures. Violations of policies and procedures may result in denied access to the Jail and Annex. In this event, the Awarded Proposer shall provide alternate personnel to supply services described herein subject to the County's approval. The County shall not be held responsible for any injury to or loss of property of any Proposer employees.

Each person who is an employee or agent of the Awarded Proposer or a subcontractor of Awarded Proposer shall display his or her company ID badges at all times while on County premises. Each such employee or agent upon requests of County personnel shall provide additional photo identification.

On-site security requirement(s): For all conditions noted below, the Awarded Proposer's personnel may be barred from entrance or leaving any site until such time that the County conditions and queries are satisfied.

1. Any person who is an employee or agent of the Awarded Proposer or Awarded Proposer's subcontractor and who enters the premises of a facility under the contractual obligation may be searched, fingerprinted (for the purpose of a criminal history background check), photographed, and required to wear an identification card issued by the County. Weapons, drugs, tobacco, alcohol and other contraband are prohibited on the grounds of the facilities. All persons entering any of the facilities are subject to be searched.
2. The Awarded Proposer shall submit all additional information that may be requested in connection with the background checks. During the times that the Awarded Proposer's employees are at the facilities, they shall be subject to the rules and procedures governing the facilities, including searches and items considered contraband. The Awarded Proposer shall take immediate corrective action upon notice that an employee has violated rules or regulations, or that an employee's actions may adversely affect the facilities or the safety of staff, inmates or public.
3. Failure of any of the Awarded Proposer's, subcontractors, employees, or agents to comply with any provision of the Contract that results from award of this RFP is sufficient grounds for the County to immediately terminate the contract for default.
4. Upon both entering and leaving the facilities, Nueces County Sheriff staff may search Awarded Proposer's personnel and vehicle(s). Vehicle(s) is subject to screening by drug detection dogs while on County property.
5. At all times at both facilities, the Awarded Proposer's personnel shall ensure cooperation with County facility requirements which include: 1) being prepared to

be escorted at all times, and 2) providing information for ID badge purposes and wearing the ID badge on their person in a visual location at all times. 3) Vehicle(s) shall never be left with the motor running, unlocked or with keys in the vehicle(s) at any time that the vehicle(s) is unattended by driver.

6. All tools, equipment and vehicle(s) brought into the facilities shall be secured at all times. Vehicle(s) will be kept locked when not being occupied. In the case of the Awarded Proposer using pick-up trucks, there shall be nothing left unsecured in the bed. All side doors, side toolboxes, bed toolboxes, bed caps and utility boxes will be made secure by using locking devices approved by each facility. All tools, parts, equipment and other paraphernalia used by the Awarded Proposer shall remain in direct control and possession of Awarded Proposer at all times. Failure to adhere to these requirements will be considered a breach of security and will result in actions deemed necessary by the administration of the Sheriff's Office.
7. Smoking or use of tobacco products is prohibited on County property. Tobacco products or associated materials (matches, lighters, cigarette papers, etc.) are prohibited from entering the facilities.
8. Only one (1) employee of the Awarded Proposer shall be allowed a cell phone or pager, or both, into the facilities. If more than one (1) employee of the requires entry into the facility, the additional employee of Awarded Proposer will not be allowed a cell phone or pager while performing work inside the facilities. Failure to comply shall be grounds for termination or default.

APPENDIX C
ARTICLE XXII WORKERS COMPENSATION CERTIFICATION OF RFP NO. 3137-20

Article XXII. Workers Compensation Certification

Proposer shall certify in writing that he provides Workers Compensation Insurance for all employees of the Proposer. The Proposer shall require all subcontractors to provide a similar certificate to the Proposer and the Proposer shall furnish such certificates to Nueces County.

A Proposer shall:

- A. Provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- B. Provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- C. Provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Proposer's current certificate of coverage ends during the duration of the project;
- D. Obtain from each person providing services on a project, and provide the governmental entity:
 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 2. no later than seven (7) days after receipt by the Proposer, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- E. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- F. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Proposer knows or should have known, of any change that materially affects the provisions of coverage of any person providing services on the project;
- G. Post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person might verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal

type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text in Figure 2: 28 TAC 110.110(d) (7) of this section, provided by the commission on the sample notice without any additional words or changes; and

H. Contractually require each person with whom it contracts to provide services on a project to:

1. Provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all employees providing services on the project, for the duration of the project;
2. Provide a certificate of coverage to the Awarded Proposer/contractor prior to beginning work on the project;
3. Include in all contracts to provide services on the project the language in subsection below;

“By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers’ compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the commission’s Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.”

4. Provide the Awarded Proposer/Contractor prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. Obtain from each other person with whom it contracts, and provide to the Awarded Proposer/contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. prior to the end of the coverage period, a new certificate of coverage showing extension of coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project; and

6. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- I. Notify the governmental entity in writing by certified mail or personal delivery, within thirty (30) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- J. Contractually require each other person with whom it contracts, to perform as required by subparagraphs (a) – (h) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

APPENDIX D
BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is by and between County of Nueces, Texas/Nueces County Hospital District (collectively, “Covered Entity”) and Armor Correctional Health Services, Inc. (“Business Associate”).

WHEREAS, Covered Entity is considered a “Covered Entity” and Business Associate is considered a “Business Associate” as such terms are defined under the Health Insurance Portability and Accountability Act of 1996 (as amended, modified or superseded from time to time, “HIPAA”) and the final Privacy Rule and Security Rule issued pursuant thereto (*codified* at 45 CFR Parts 160, 162 and 164 as amended, modified, or superseded from time to time, the “Privacy Rule”) (collectively, HIPAA, the Privacy Rule, the Security Rule and any other state or federal legislation relating to the protection of health information is referred to herein as “Applicable Privacy and Security Law”);

WHEREAS, Covered Entity and Business Associate desire to enter into this Agreement in order to comply with Applicable Privacy and Security Law;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, Covered Entity and Business Associate agree as follows:

1. Defined Terms. Unless otherwise indicated below or elsewhere in this Agreement, all capitalized terms shall have the meanings provided in 45 CFR 160.103 and 164.501.

a. “Individual” means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

b. “Protected Health Information” or “Electronic Protected Health Information, “EPHI” or “PHI” means individually identifiable health information as defined in 45 CFR 164.501, limited to the information received by Business Associate from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

c. “Unsecured Protected Health Information” or “UPHI” shall mean all Protected Health Information not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the HITECH Act and any implementing regulations.

d. “Secretary” means the Secretary of the Department of Health and Human Services or his or her designee.

e. “Administrative Safeguards” shall mean administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic protected health information and to manage the conduct of the covered entity's workforce in relation to the protection of that information (45 C.F.R. § 164.304).

f. “Availability” shall mean that data or information is accessible and useable upon demand by an authorized person (45 C.F.R. § 164.304).

g. “Confidentiality” shall mean that data or information is not made available or disclosed to unauthorized persons or processes (45 C.F.R. § 164.304).

h. “Integrity” shall mean that data or information have not been altered or destroyed in an unauthorized manner (45 C.F.R. § 164.304).

i. "Physical Safeguards" shall mean physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion (45 C.F.R. § 164.304).

j. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (45 C.F.R. § 164.304).

k. "Discovery" means the time at which the unauthorized acquisition, access, use or discovery is known, or in the exercise of reasonable diligence, should have been known, to a person (other than the person committing the Breach) who is a member of Business Associate's workforce or that of any of Business Associate's agents.

l. "Technical Safeguards" shall mean the technology and the policy and procedures for its use that protect electronic protected health information and control access to it (45 C.F.R. § 164.304).

2. Privacy Compliance. All personally identifiable information about Covered Entity's Members or any health information of any other individuals in the possession of Covered Entity ("Protected Health Information" or "PHI") is subject to state and federal statutory and regulatory privacy standards, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and regulations adopted thereunder by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162, 164 ("the HIPAA Rules"). The parties shall treat all such information in accordance with those standards, and shall use or disclose PHI received from the other only for the purposes stated in this Agreement, or to comply with judicial process or any applicable statute or regulation. Business Associate recognizes and agrees that it is obligated by law to comply with the applicable provisions of HIPAA and HITECH and their regulations.

3. Business Associate Provisions. The following restrictions shall apply to all uses and disclosures of all PHI.

a. Business Associate's use, disclosure or request of Protected Health Information shall utilize a Limited Data Set, if practicable. Otherwise, Business Associate will, in its performance of the functions, activities, services, and operations specified in this Agreement, use, disclose, and request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request. In addition, Business Associate agrees to implement and follow appropriate minimum necessary policies in the performance of its obligations under this Agreement.

b. Business Associate shall use the PHI only to perform the functions required by any agreements between Covered Entity and Business Associate and to perform such functions as required by this Agreement and for no other purpose.

c. Business Associate shall:

1. Not use or further disclose PHI other than as permitted or required by this Agreement, or to comply with law;

2. Not use or disclose Covered Entity's Protected Health Information in a manner that would violate 45 C.F.R. Part 164, Subpart E, "Privacy of Individually Identifiable Health Information" ("Privacy Rule"), if done by Covered Entity;

3. Notify Covered Entity in advance of any disclosure of PHI that Business Associate is required to make under any judicial or regulatory directive or requirement;

4. Notify Covered Entity and obtain Covered Entity's written consent prior to engaging a subcontractor to which Business Associate intends to provide PHI;

5. Store Covered Entity's PHI and confidential data only in secure data facilities located in the United States, and adopt security measures to assure that no person or entity physically located in or outside of the United States can access, acquire, use or disclose any such data;

6. Develop, implement, maintain and use administrative, technical and physical safeguards reasonably and appropriately protect the privacy, integrity, confidentiality and availability of PHI, and to prevent the non-permitted use or disclosure of PHI. When so required:

- a. The safeguards must reasonably protect Covered Entity's PHI from any intentional or unintentional unauthorized use or disclosure in violation of the HIPAA Privacy Rule, 45 C.F.R. Part 164, Subpart E and this Agreement, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
- b. Such safeguards shall comply with applicable requirements of 45 C.F.R. Part 164, Subpart C, pertaining to the security of Electronic Protected Health Information ("E PHI"), and as required by the HITECH Act. Business Associate also shall develop and implement policies and procedures and maintain documentation of such policies and procedures to assure compliance with the Security Rule standards as required by the HITECH Act;
- c. Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides E PHI agrees to implement safeguards that reasonably and appropriately protect the E PHI; and
- d. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information of which Business Associate becomes aware that is not permitted by law or this Agreement.

7. Report to Covered Entity any use or disclosure of PHI not provided for in this Agreement of which Business Associate becomes aware within five (5) business days following discovery of the non-permitted use or disclosure. In addition, Business Associate shall report, following discovery and without unreasonable delay, but in no event later than five (5) business days following discovery, any acquisition, access, use or disclosure of "Unsecured Protected Health Information" (as defined by the HITECH Act and any implementing regulations) in a manner not permitted by the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E). Business Associate shall cooperate with Covered Entity in investigating such unauthorized use or disclosure and in meeting Covered Entity's obligations under the HITECH Act and any other security breach notification laws. For purpose of this section, "discovery" shall mean the time at which the unauthorized acquisition, access, use or disclosure is known, or in the exercise of reasonable diligence should have been known, to a person (other than the person committing the breach) who is a member of the workforce of Business Associate, is an agent of Business Associate, or is a member of the workforce of such agent.

Any such report shall include the identification (if known) of each individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed. Business Associate's report shall at least:

- a. Identify the nature of the non-permitted access, use or disclosure, including the date of the event and the date of discovery of the event;
- b. Identify Protected Health Information accessed, used or disclosed (e.g., full name, social security number, date of birth, etc.);

- c. Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure;
 - d. Identify what corrective action Business Associate took or will take to prevent further non-permitted access, uses or disclosures;
 - e. Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and
 - f. Provide such other information, including a written report, as Covered Entity may reasonably request.
8. Ensure that any agents, including any subcontractor approved by Covered Entity under subsection D. above, to whom Business Associate provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to the protection of information under this Agreement;
9. If Business Associate holds any PHI in a Designated Record Set (as defined by HIPAA), make PHI available to individuals as required by 45 C.F.R. Section 164.524, and, where applicable, the HITECH Act. Business Associate shall make such information available in an electronic format where directed by Covered Entity;
10. If Business Associate holds any PHI in a Designated Record Set (as defined by HIPAA), make PHI available for amendment and incorporate any amendments in accordance with 45 C.F.R. Section 164.526;
11. Document such disclosures of PHI and information relating to the disclosures of PHI as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI;
12. In the event of a Breach by Business Associate or any of its officers, directors, employees, subcontractors or agents, cooperate with Ceridian to notify, at Business Associate's expense, the affected individuals in accordance with the requirements of law.
13. Make available to Covered Entity the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528, and, where applicable, the HITECH Act;
14. Ensure that any of Business Associate's personnel, subcontractors or agents who may come into contact with Covered Entity's PHI undergo any privacy and security training required by Covered Entity prior to receiving PHI from Covered Entity Business Associate may substitute its own training for these purposes; however, all Business Associate training materials are subject to prior review and approval by Covered Entity;
15. Complete and promptly return to Covered Entity any affirmation or certification requested by Covered Entity to monitor Business Associate's compliance with these provisions, which certification shall not be required more than once in any twelve (12) -month period;
16. Upon reasonable notice, make its internal practices, facilities, books and records relating to the use and disclosure of PHI received from Covered Entity, or created or collected by Business Associate on behalf of Covered Entity, available to the Secretary of Health and Human

Services and/or Covered Entity when called upon for purposes of determining Covered Entity's and/or Business Associate's compliance with these Business Associate provisions and applicable requirements of the HIPAA Privacy and Security Rules; and

17. To the extent the Business Associate has been engaged to perform any obligation of the Covered Entity that is described in 45 CFR, Part 164, Subpart E, Business Associate will comply with the requirements of that Subpart that would apply to the Covered Entity in the performance of that obligation.

d. At termination of this Agreement, or upon return to Business Associate of any equipment leased or used at any time by Covered Entity, return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form, and retain no copies of such information, or, if such return or destruction is not feasible, continue to treat all such information in accordance with applicable law and with the limits provided in this Agreement, and limit further uses and disclosures to those purposes that make the return or destruction of the information unfeasible.

e. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI. Nor shall Business Associate receive payment directly or indirectly for any use or disclosure of PHI for marketing purposes.

f. Notwithstanding any provision to the contrary contained in this Agreement, if the HIPAA regulations governing PHI are modified in any way affecting the Business Associate Provisions of this Agreement, as soon as reasonably possible, but no later than the compliance date for any regulation, Covered Entity shall modify this Agreement to incorporate relevant provisions. Covered Entity shall provide Notice to Business Associate of the modifications (Notice of Amendment), and this Agreement shall be deemed to be amended in accordance with the Notice of Amendment unless Business Associate objects in writing within ten (10) days of receipt of the Notice.

g. If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which Covered Entity has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of Covered Entity that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

h. If Covered Entity determines that Business Associate has violated a material term of these Business Associate Provisions, Covered Entity is authorized, pursuant to 45 C.F.R. Section 164.504(e)(2)(iii), to terminate this Agreement. If Covered Entity determines that termination of the Agreement is not feasible, it may report such breach of this Agreement to the U.S. Department of Health and Human Services.

i. The terms and conditions of these Business Associate Provisions shall override and control any conflicting term or condition of this Agreement. All non-conflicting terms and conditions of this Agreement remain in full force and effect.

j. If practicable and feasible, written notices to report the use or disclosure of PHI as required under this Agreement, or questions regarding the handling of PHI, shall be made by secure email to comply with timeliness requirements, followed by a hard copy notice by U.S. mail or overnight delivery service. All notices should be addressed as follows:

If to Covered Entity: Barbara Canales
County Judge
901 Leopard Rm 303
Corpus Christi, TX 78401
Barbara.canales@nuecesco.com

If to Business Associate: Otto Campo, CEO
Armor Correctional Health Services, Inc.
4960 SW 72 Avenue, Suite 400
Miami, FL 33155
ocampo@armorcorrectional.com

k. The requirements of the HITECH Act do not preempt more stringent requirements of the Centers for Medicare & Medicaid Services ("CMS") applicable to Medicare Parts C and D. In the event Business Associate becomes aware of a "security incident" that presents a threat to the integrity or security of CMS data on any data system Business Associate controls or accesses which houses CMS data, Business Associate is required to report to Covered Entity as soon as possible. For purposes of this section, the definition of "security incident" is: the attempted or successful unauthorized access, use, disclosure, modification or destruction of information, or interference with system operations in an information system. Security incident also means the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

l. Business Associate will indemnify and hold harmless Covered Entity and any Covered Entity affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted use or disclosure of Covered Entity's Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent under Business Associate's control.

m. In any case in which Business Associate's improper use or disclosure of PHI subject to the Agreement or the occurrence of a security breach or other event while such PHI is in Business Associate's (or any of its Subcontractors') possession or control subjects Covered Entity to an obligation to provide breach notification to affected individuals under state or federal law, Business Associate shall be solely responsible for any and all costs incurred by Covered Entity in satisfying the breach notification requirements or other related provisions of state or federal law.

n. The terms "Electronic Protected Health Information," "Protected Health Information," "Standard," "Trading Partner Agreement" and "Standard" have the meanings set out in 45 C.F.R. § 160.103. The term "Standard Transaction" has the meaning set out in 45 C.F.R. § 162.103. The term "Limited Data Set" has the meaning set out in 45 C.F.R. § 164.514(e). The term "use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate. For purposes of this Agreement, Covered Entity's Protected Health Information encompasses Covered Entity's Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules.

4. Termination.

(a) Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity may (i) provide an opportunity for Business Associate to cure the breach and then terminate this Agreement and the then-existing business relationship with Covered Entity if Business Associate does not cure the breach to Covered Entity's satisfaction within the time specified by Covered Entity, or (ii) immediately terminate this Agreement and the then-existing business relationship with Covered Entity

(b) Effect of Termination of Agreement for Any Reason. Business Associate shall extend the protections of this Agreement to any PHI retained after termination of this Agreement and shall limit further uses and disclosures of such PHI to those allowable by law.

5. Indemnification. Business Associate will indemnify and hold harmless Covered Entity and any Covered Entity affiliate, officer, director, employee or agent (each an "Covered Entity Indemnified") from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor, agent, or person under Business Associate's control. If a Covered Entity Indemnified is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor, agent, or person under control of, Business Associate, Covered Entity will have the option at any time to either (i) tender the defense of such Covered Entity Indemnified to Business Associate, in which case Business Associate will provide qualified attorneys, consultants and other appropriate professionals to represent Covered Entity Indemnified's interests at Business Associate's expense, or (ii) undertake its own defense, choosing the attorneys and other professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys and appropriate professionals. Covered Entity will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Covered Entity may have tendered its defense to Business Associate.

6. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) means the section then in effect or as amended.

(b) Amendment. The Parties agree that if Applicable Privacy and Security Law changes, this Agreement shall be deemed to incorporate such changes as necessary in order for Covered Entity to operate in compliance with the amended or modified requirements of Applicable Privacy and Security Law.

(c) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with Applicable Privacy and Security Law.

(d) No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities.

IN WITNESS WHEREOF, the parties hereto have caused this Business Associate Agreement to be effective as of the last date written below.

**COVERED ENTITY:
COUNTY OF NUECES, TEXAS**

**BUSINESS ASSOCIATE:
ARMOR CORRECTIONAL CARE SERVICES,
INC.**

SIGNATURE

SIGNATURE

NAME

NAME

TITLE

TITLE

DATE

DATE

NUECES COUNTY HOSPITAL DISTRICT

SIGNATURE

NAME

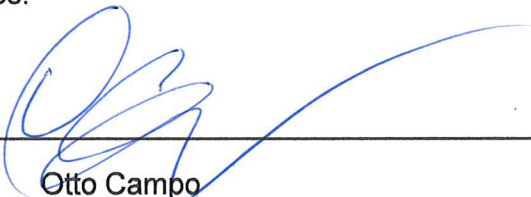
TITLE

DATE

DEBARMENT STATEMENT:

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding to furnish materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY:  _____ (Signature)
 Otto Campo _____ Printed Name & Title
 Armor Correctional Health Services, Inc. _____ Company
 4960 SW 72nd Ave., Suite 400, Miami, FL 33155 _____ Business Address
 August 18, 2020 _____ Date

Project Number/Name or type of services to be provide: Medical Services for the
Nueces County Jail and Juvenile Justice Center. RFP No. 3137-20.

NUECES COUNTY
HOUSE BILL 89 VERIFICATION

I, Otto Campo (Person name), the undersigned
representative of (Company or Business name) Armor Correctional Health Services, Inc.
Armor Correctional Health Services, Inc. (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, do hereby
verify that the company named-above, under the provisions of Subtitle F, Title 10,

Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

08/18/2020

DATE


SIGNATURE OF COMPANY REPRESENTATIVE