

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

**Present:**  
**Ken O'Brien, Vice President**  
**Tommy Thompson, Commissioner**

**Absent:**  
**Dennis Stapleton, President**

**RESOLUTION NO. 12-304**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 26, 2012:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 26, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Absent Mr. O'Brien Aye

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**RESOLUTION NO. 12-305**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0328, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0328:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0328, memo transfers in batch numbers MTAPR0328, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>		
<b>PO' Increase</b>					
B&C Communications	911 Operations (line 1)	21411306-5201	\$ 2,800.00		
B&C Communications	911 Operations (line 2)	21411306-5328	\$ 2,500.00		
Beems BP	Fuel	10011106-5228	\$ 50,000.00		
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Desc</b>	<b>Line Account</b>	<b>Amount</b>	<b>Line</b>
R1203308	JUVENILE COURT	IV-D CONTRACT	23711630 - 5360	\$169,799.10	0001
R1203311	PROSECUTORS	IV-D CONTRACT	23711630 - 5301	\$32,923.12	0001
R1203312	SHERIFFS OFFICE	IV-D CONTRACT	23711630 - 5301	\$77,721.11	0001
R1203313	COMMON PLEAS 3RD	IV-D CONTRACT	23711630 - 5360	\$22,359.49	0001
R1203342	COMMON PLEAS 2ND	IV-D CONTRACT	23711630 - 5360	\$17,877.28	0001
R1203382	WINDSTREAM	911 CENTER	21411306-5450	\$24,571.00	0001
R1202882	TROPHY INDUSTRIAL MAINTENANCE	REBUILD RECONDITION TWO SOLIDS BLOWER NUMBER 2 AND	66611904 - 5410	\$34,500.00	0001
R1203121	ROSEMONT CENTER INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$10,000.00	0001
R1203309	QUINN CONTRACTING INC	ROOF REPAIRS TO FILTER BLDG AT OECC	66211903 - 5328	\$11,800.00	0001
R1203309	QUINN CONTRACTING INC	NEW METAL ROOF AT CHESHIRE PS	66211904 - 5328	\$1,800.00	0002
R1203343	COMMISSIONERS	WIA INDIRECT COST	22311611 - 5380	\$9,397.00	0001
R1203345	COMMISSIONERS	INDIRECT COST	22411605 - 5380	\$186,399.48	0001
R1203349	ACCENT COMMUNICATIONS INC	PHONE DATA CABLING AND CABLING FOR PA SPEAKERS	10011303 - 5328	\$2,892.00	0001

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012**

R1203349 ACCENT PA SYSTEM MEDIC 7 10011303 - 5260 \$1,587.54 0002  
COMMUNICATIONS INC

R1203349 ACCENT TELEPHONES FOR MEDIC 10011303 - 5250 \$632.06 0003  
COMMUNICATIONS INC 7

Vote on Motion Mr. Stapleton Absent Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 12-306**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

Administrative Services is requesting that Dawn Huston and Brad Euans attend a Risk Management Conference in Nashville, Tennessee June 3-6, 2012 at the cost of \$3,085.00 (Fund Number 100111108 and 61311923).

The Juvenile/Probate Court is requesting that Judge Spicer attend the 2012 OJACC Retreat in Perrysville, Ohio April 19-20, 2012 at the cost of \$161.56 (Fund Number 27826325).

The Juvenile/Probate Court is requesting that John Eufinger attend a 2012 OAM Spring Conference in Newark, Ohio April 25-27, 2012, at the cost of \$503.08 (Fund Number 27826325)

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Absent

**RESOLUTION NO. 12-307**

**IN THE MATTER OF APPROVING NEW ORGANIZATIONAL KEY, AN ADVANCE OF FUNDS, TRANSFER OF FUNDS, TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF'S OFFICE LEAP FORWARD GRANTS:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

**Establish New Org Key**

28631335 LEAP Forward Grant 2011

<b>Supplemental Appropriations</b>	<b>Amount</b>
28631335-5004 LEAP Forward/Overtime	27,090.00
28631335-5201 LEAP Forward/General Supplies	3,768.19
28631335-5220 LEAP Forward/Software	500.00
28631335-5330 LEAP Forward/Communication Services	15,000.00
28631335-5450 LEAP Forward/Equipment	79,885.00
28631335-5365 LEAP Forward/Grant Services	52,090.00
28631323-5001 LEAP Forward/Compensation	(833.76)
28631323-5102 LEAP Forward/Workers Comp	28.63
28631323-5120 LEAP Forward/PERS	(116.73)
28631323-5131 LEAP Forward/Medicare	(12.09)
28631323-5365 2012 Leap Grant/Grant Services	(11,427.42)
28631332-5450 LEAP Forward 2010	2,855.61

**Transfer of Appropriation**

<b>From</b>	<b>To</b>	
28631323-5365	28631323-5201	
2012 Leap Grant/Grant Services	2012 Leap Grant/General Supplies	7,638.63
28631323-5365	28631323-5220	
2012 Leap Grant/Grant Services	2012 Leap Grant/Software	3,450.00
28631332-5315	28631332-5450	
LEAP Forward 2010/Aircards	LEAP Forward 2010/Equipment	703.42
28631332-5330	28631332-5450	
LEAP Forward		
2010/Communication	LEAP Forward 2010/Equipment	2,500.00

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012**

28631332-5365	28631332-5450	
LEAP Forward 2010/Grant Services	LEAP Forward2010/Equipment	6,184.80

**Advance of Funds**

<b>From</b>	<b>To</b>	
10011102	28631335	
Comm General	LEAP Forward 2011	133,749.89
10011102	28631323	
Comm General	2012 LEAP Grant	52,534.16

Vote on Motion Mr. Stapleton Absent Mr. O'Brien Aye Mr. Thompson Aye

**RESOLUTION NO. 12-308**

**IN THE MATTER OF APPROVING AN AGREEMENT FOR INMATE HEALTH SERVICES FOR DETAINEES OF THE DELAWARE COUNTY JAIL BETWEEN DELAWARE COUNTY AND CORRECTIONAL HEALTHCARE COMPANIES, INC.:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

Whereas, the Sheriff's Office and Staff recommend approval of a agreement for Inmate Health Services for detainees of the Delaware County Jail between Delaware County And Correctional Healthcare Companies, Inc.;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve an agreement for Inmate Health Services for detainees of the Delaware County Jail between Delaware County And Correctional Healthcare Companies, Inc..

**AGREEMENT FOR INMATE HEALTH CARE SERVICES  
AT DELAWARE COUNTY, OHIO  
Effective March 1, 2012 through February 28, 2015**

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

**RECITALS**

WHEREAS, the COUNTY is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Delaware County Jail located at 844 U.S. Route 42 North, Delaware, Ohio (hereinafter, "JAIL"); and

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

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

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

**DEFINITIONS**

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

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

**COVERED PERSONS** - An INMATE/DETAINEE of the JAIL who is: (1) part of the JAIL's MADP; and (2) FIT FOR CONFINEMENT; and (3)(a) incarcerated in the JAIL; or (b) on work release status and is indigent. NOTE: COVERED PERSONS include OTHER COUNTY INMATES/DETAINEES for purposes of delivery of basic health care services, however, the cost of certain services provided to OTHER COUNTY INMATES/DETAINEES are borne by the COUNTY as set forth in Section 5.0.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012**

---

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

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

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

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

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

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

NCCHC - The National Commission on Correctional Health Care.

OTHER COUNTY INMATE/DETAINEE - An INMATE/DETAINEE under the jurisdiction of another county, state or federal agency, who is being housed in the JAIL.

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

#### ARTICLE I

##### HEALTH CARE SERVICES

1.0 SCOPE OF SERVICES. CHC shall administer health care services and related administrative services at the JAIL according to the terms and provisions of this AGREEMENT, the Invitation to Bid for Healthcare Services for Detainees of the Delaware County Jail issued on January 6, 2012 (the "ITB") attached hereto as "Attachment A", and the bid documents submitted by CHC in response to the ITB attached hereto as "Attachment B". In the event of a discrepancy between this AGREEMENT and the ITB or bid documents, the terms and provisions of the ITB shall take precedence. The costs of the various health care services shall be borne by CHC or the COUNTY as set forth in this Article.

1.1 GENERAL HEALTH CARE SERVICES. CHC will arrange and bear the cost of the following health care services:

1.1.1 RECEIVING SCREENING. A receiving screening of a INMATE/DETAINEE shall be performed as soon as possible after the INMATE/DETAINEE's booking into the JAIL.

1.1.2 HEALTH ASSESSMENT. A health assessment of an adult COVERED PERSON shall be performed as soon as possible, but no later than fourteen (14) calendar days after the INMATE/DETAINEE's arrival at the JAIL. The health assessment shall follow current NCCHC standards.

1.1.3 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and in a clinical setting. A physician will be available to see COVERED PERSONS at least once per week.

1.2 AMBULANCE SERVICE. CHC shall arrange and bear the cost of emergency ambulance services for COVERED PERSONS. Costs for ambulance services shall be included in the CAP AMOUNT listed in Section 1.19.

1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. CHC HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.), except within guidelines established by the NCCHC. If CHC HEALTH CARE STAFF collect physical evidence, the COUNTY shall be responsible for arranging any testing and bear the cost of collection and testing the collected evidence. After collecting evidence, CHC HEALTH CARE STAFF shall turn the specimen over to the SHERIFF or a court-designated representative for completion of chain-of-custody evidence.

1.4 DENTAL - EMERGENCY DENTAL ONLY. CHC shall arrange and bear the cost of emergency dental

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012**

---

services only if CHC's CHIEF MEDICAL OFFICER or designee determines that dental care is medically necessary. In the event that the JAIL POPULATION requires any other dental services, the COUNTY shall bear the cost. Costs for offsite services shall be included in the CAP AMOUNT listed in Section 1.19.

1.5 ELECTIVE MEDICAL CARE - NOT COVERED. CHC shall not be responsible for the provision or cost of any elective care. In the event a member of the JAIL POPULATION requires elective care, the INMATE/DETAINEE or COUNTY shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of CHC's CHIEF MEDICAL OFFICER or designee, cause the INMATE/DETAINEE'S health to deteriorate or cause harm to the INMATE/DETAINEE'S well being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

1.6 HOSPITALIZATION. CHC will arrange and bear the cost of hospitalization for a COVERED PERSON who, in the opinion of the treating physician and/or CHC's CHIEF MEDICAL OFFICER or designee, requires hospitalization. Costs for hospitalization services shall be included in the CAP AMOUNT listed in Section 1.19.

1.7 LONG TERM CARE - NOT COVERED. CHC shall not be responsible for the provision or cost of any long term care facility services. In the event that a member of the JAIL POPULATION requires skilled care, custodial care or other services of a long term care facility, the COUNTY shall bear the cost.

1.8 MEDICAL EQUIPMENT OVER \$100. CHC shall arrange and bear the cost of an Automated External Defibrillator (AED). CHC shall also arrange and bear the cost of two (2) medication carts and one (1) crash cart should the Parties mutually agree the items require replacement during the term of this AGREEMENT. In the event that the Parties mutually agree that any other medical equipment in excess of \$100 per unit cost is required to assist in providing health care services to COVERED PERSONS under this AGREEMENT, the COUNTY shall bear the cost of the medical equipment.

1.9 MEDICAL SUPPLIES/EQUIPMENT OF \$100 OR LESS. MEDICAL SUPPLIES/EQUIPMENT OF \$100 OR LESS. CHC shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the AGREEMENT, which have a unit cost of \$100 or less, but does not include office and paper supplies.

1.10 MEDICAL WASTE. CHC shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this AGREEMENT in accordance with all applicable state laws and OSHA-regulated standards.

1.11 MENTAL HEALTH CARE. CHC shall arrange and bear the cost of on-site mental health services for COVERED PERSONS which shall include intake, evaluations, referrals, suicide intervention, group therapy, basic community linkage, comprehensive community linkage, medication evaluation/prescription, one on one supportive contact, and continuity of care. CHC shall not be responsible for the provision or cost of any off-site or inpatient mental health services. The COUNTY shall be responsible for the provision and cost of off-site or inpatient mental health services for the JAIL POPULATION.

1.12 OFFICE EQUIPMENT. CHC shall be responsible for providing office equipment such as copier maintenance, fax machine, copier, and printer required for the administrative operations of the medical unit. The COUNTY shall be responsible for providing office equipment, such as copier, fax and phone service required for the administrative operation of the medical unit.

1.13 OFFICE SUPPLIES - NOT COVERED. CHC shall not be responsible for the provision or cost of any office supplies. The COUNTY shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.

1.14 PATHOLOGY/RADIOLOGY SERVICES. CHC shall arrange and bear the cost of all pathology and radiology services (also referred to as laboratory and x-ray services) ordered by a CHC physician for COVERED PERSONS. CHC shall arrange on-site pathology and radiology services to the extent reasonably possible. To the extent pathology and radiology services are required and cannot be rendered on-site, CHC shall make appropriate off-site arrangements for rendering pathology and radiology care. CHC will arrange and coordinate with the SHERIFF's office for the transportation for pathology and radiology off-site services. Costs for off-site pathology and radiology services shall be included in the CAP AMOUNT listed in Section 1.19.

1.15 PHARMACY SERVICES. CHC shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Except as provided below, CHC shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed CHC physician for a COVERED PERSON. EXCEPTION: CHC shall only bear the cost of CHC physician approved non-prescription over-the-counter medication issued to COVERED PERSONS from OTHER COUNTIES and the COUNTY shall bear the cost of all prescription medications issued to COVERED PERSONS from OTHER COUNTIES.

1.15.1 GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized,

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012**

---

appropriately licensed or certified health care provider.

1.15.2 LIMITS. CHC shall bear the cost of prescription medication related to the treatment of Acquired Immune Deficiency Syndrome ("AIDS"), Human Immuno-deficiency Virus ("HIV"), Hepatitis C, organ transplants neuromuscular disease, Biological medications, Rabies, court-ordered medication, Multiple Sclerosis ("MS") and cancer related medications up to One Thousand Five Hundred Dollars (\$1,500.00) per CONTRACT YEAR in the aggregate, to be pro-rated for any partial CONTRACT YEARS. Medications related to the treatment of AIDS, HIV, Hepatitis C, organ transplants neuromuscular disease, Biological medications, Rabies, court-ordered medications, MS and cancer related medications shall be defined in accordance with the Physician's Desk Reference. When the aggregate amount in this paragraph is reached, CHC will continue to provide utilization management, extend all pharmacy discounts to the COUNTY and pay these expenses on behalf of the COUNTY, as long as the COUNTY remains current with payments due under this AGREEMENT. Amounts paid by CHC which are over the aggregate amount in this paragraph will be periodically reconciled with the COUNTY pursuant to paragraph 8.1.

1. 15.3 PSYCHOTROPIC MEDICATIONS. CHC shall arrange and bear the cost of psychotropic medications for COVERED PERSONS. Costs for psychotropic medications shall be included in the CAP AMOUNT listed in Section 1.19.

1.16 PREGNANT COVERED PERSONS. CHC shall arrange and bear the cost of on-site health care services for any pregnant COVERED PERSON in accordance with NCCHC standards and this AGREEMENT, but CHC shall not arrange or bear the cost of any health care services for infants. Off-site health care services for any pregnant COVERED PERSON shall be in accordance with SPECIALTY SERVICES as set forth herein in paragraph 1.17.

1.17 SPECIALTY SERVICES. In the event it is determined that a COVERED PERSON requires SPECIALTY SERVICES, CHC shall arrange and bear the cost of specialty services. CHC's authorized physician will make such determination and refer COVERED PERSONS for SPECIALTY SERVICES when, in the physician's professional opinion, it is deemed medically necessary. CHC's authorized personnel will make a recommendation and obtain approval from the SHERIFF's office for SPECIALTY SERVICES prior to making arrangements for specialty services. CHC shall arrange on-site SPECIALTY SERVICES to the extent reasonably possible. To the extent SPECIALTY SERVICES are required and cannot be rendered on-site, CHC shall make appropriate off-site arrangements for rendering off-site care. In the event that SPECIALTY SERVICES are rendered off-site but do not require hospitalization, CHC will arrange and bear the cost only if the CHC CHIEF MEDICAL OFFICER or designee approves off-site SPECIALTY SERVICES. Costs for off-site specialty services shall be included in the CAP AMOUNT listed in Section 1.19.

1.18 VISION CARE - NOT COVERED. CHC shall not be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event that any COVERED PERSON requires vision services, including an ophthalmologist's services, the COUNTY shall bear the cost of vision or eye care services.

1.19 FINANCIAL LIMITATIONS. CHC's maximum liability for costs associated with the provision of off-site medical or other healthcare services which include, but are not limited to, the services in paragraphs 1.2, 1.4, 1.6, 1.14, 1.15.3, and 1.17 shall be Twenty Thousand Dollars (\$20,000.00) in the aggregate per CONTRACT YEAR, to be pro-rated for any partial contract years (the "CAP AMOUNT"). Costs for any medical or other health services, as set forth above, which are provided to INMATES/DETAINEES during the CONTRACT YEAR which are in excess of the CAP AMOUNT shall be the responsibility of the COUNTY. When the CAP AMOUNT for the CONTRACT YEAR is reached, CHC will continue to provide utilization management, extend all provider discounts to the COUNTY and pay these expenses on behalf of the COUNTY, as long as the COUNTY remains current with payments due under this AGREEMENT. Amounts paid by CHC which are over the CAP AMOUNT will be periodically reconciled with the COUNTY pursuant to paragraph 8.1.

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

**ARTICLE II  
HEALTH CARE STAFF**

2.0 STAFFING HOURS. CHC shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article I as set forth below:

2.0.1 A total of 188 hours per week of Licensed Practical Nurse services to be assigned by CHC.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012**

---

2.0.2 Up to 12 hours per week of Master's Level Social Worker services to be assigned by CHC.

2.0.3 Up to 5 hours per week of Physician services to be assigned by CHC.

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

2.0.5 CHC shall provide or arrange for the provision of an on-call physician and nurse available by telephone or pager, 24 hours per day and 7 days per week.

2.0.6 Said hours may be re-allocated and subject to change as determined by mutual agreement of the SHERIFF and CHC, but shall in all respects be consistent with the medical recommendations of CHC's licensed physician.

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

2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the SHERIFF and CHC.

2.2 STAFFING CHANGES. CHC shall not change members of the HEALTH CARE STAFF without prior written notice to the SHERIFF or designee.

2.3 STAFF SCREENING. The COUNTY and SHERIFF shall screen CHC's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the JAIL to ensure they do not constitute a security risk. The SHERIFF shall have final approval of CHC's HEALTH CARE STAFF, employees, agents and/or subcontractors in regards to security/background clearance.

2.4 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the SHERIFF becomes dissatisfied with any member of the HEALTH CARE STAFF, the SHERIFF shall provide CHC written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CHC shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the SHERIFF within ten (10) business days following CHC's receipt of the notice, CHC shall remove the individual from providing services at the JAIL within a reasonable time frame considering the effects of such removal on CHC's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The SHERIFF reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.

**ARTICLE III  
ADMINISTRATIVE SERVICES**

3.0 UTILIZATION MANAGEMENT. CHC shall provide utilization management services and administer medical claims processing for the offsite medical services administered by CHC, as set forth in Article I, on behalf of the COUNTY. CHC will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the COUNTY and/or SHERIFF apprised of its utilization management practices.

3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. CHC shall conduct an ongoing health and mental health education and training program for the COUNTY Deputies and Jailers in accordance with the needs mutually established by the COUNTY and CHC.

3.2 QUARTERLY REPORTS. As requested by the SHERIFF, CHC shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the JAIL POPULATION.

3.3 QUARTERLY MEETINGS. As requested by the SHERIFF, CHC shall meet quarterly, or as soon thereafter as possible, with the SHERIFF, or designee, concerning health care services within the JAIL and any proposed changes in health-related procedures or other matters, which both parties deem necessary.

3.4 MEDICAL RECORDS MANAGEMENT. CHC shall provide the following medical records management services:

3.4.1 MEDICAL RECORDS. CHC HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the JAIL to another location for off-site services or transferred to another institution. CHC will keep medical records confidential and shall not release any information contained in any medical record except as required by published JAIL policies, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the SHERIFF, as property of the SHERIFF's office.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012**

---

3.4.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.

3.4.3 RECORDS AVAILABILITY. As needed to administer the terms of this AGREEMENT, CHC shall make available to the SHERIFF or COUNTY, unless otherwise specifically prohibited, at the SHERIFF's or COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the JAIL POPULATION hereunder.

**ARTICLE IV  
PERSONS COVERED UNDER THIS AGREEMENT**

4.0 GENERAL. Except as otherwise provided in this AGREEMENT, CHC shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.

4.1 TESTING AND INOCULATIONS FOR JAIL EMPLOYEES. CHC shall administer and provide Tuberculosis skin testing and Hepatitis (B) Inoculations to JAIL employees. CHC shall not be responsible for the cost of the Tuberculosis skin tests and Hepatitis (B) Inoculations.

4.2 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. CHC shall arrange for on-site first response emergency medical care as required for JAIL employees, contractors and visitors to the JAIL. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

4.3 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that CHC is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the custody of, or under the jurisdiction of, the JAIL. In no event shall CHC be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the JAIL including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall CHC be responsible for payment of costs associated with any medical services rendered to a COVERED PERSON when said COVERED PERSON is injured outside the JAIL facility during transport to or from the JAIL.

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

5.0 OTHER COUNTY INMATES/DETAINEES. CHC shall only be responsible for arranging receiving screenings, health assessments, sick call, over-the counter medications, medical supplies and medical waste services for OTHER COUNTY INMATES/DETAINEES. The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for the OTHER COUNTY INMATE/DETAINEE, including those services listed in Article I of this AGREEMENT and all other medically-related expenses associated with OTHER COUNTY INMATES/DETAINEES.

5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. CHC shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY or SHERIFF or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of COUNTY INMATES/DETAINEES removed from the JAIL, including, but not limited to the services listed in Article I of this AGREEMENT and any other health care related expenses associated with said INMATES/DETAINEES, unless the INMATE/DETAINEE is housed in a facility where CHC provides INMATE/DETAINEE health care services. CHC shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed outside the JAIL (i.e. non-indigent work release INMATES/DETAINEES or INMATES/DETAINEES on home confinement).

5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT AND ESCAPED INMATES/DETAINEES. CHC shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the JAIL or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the JAIL. In addition, CHC shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life threatening injury or illness or in immediate need of emergency medical care. CHC shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or the COUNTY shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that is FIT FOR CONFINEMENT. To the extent CHC is billed for medical services provided to an individual who is not FIT FOR CONFINEMENT the COUNTY shall reimburse CHC for all such costs. CHC shall not charge an additional fee simply to examine an individual to determine if he is suitably FIT FOR CONFINEMENT.

**ARTICLE VI**



**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012**

---

**COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT**

6.0 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. CHC shall not be responsible for any expenses not specifically covered under Articles I, II and III of this AGREEMENT. In the event that any of the health care services not covered by CHC under Articles I, II and III, or any services that are not listed within this AGREEMENT, are required for a member of the JAIL POPULATION as a result of the medical judgment of a physician or CHC authorized personnel, CHC shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.

6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both parties understand and agree that there are certain occurrences, both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the COUNTY or SHERIFF or their employees, agents or contractors, which results in medical care for the JAIL POPULATION, JAIL staff, visitors, or contractors, CHC shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the COUNTY. Notwithstanding the above, CHC shall be responsible for medical costs under this AGREEMENT associated with such an event only if such an event was caused solely by CHC.

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

7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, JAIL, and SHERIFF and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The COUNTY and the SHERIFF shall implement policies and/or procedures in compliance with such laws.

7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CHC shall identify to the SHERIFF those members of the JAIL POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the JAIL or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the SHERIFF shall make every effort to have such an INMATE/DETAINEE released, transferred or otherwise removed from the correctional setting.

7.2 RECORD ACCESS. During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the SHERIFF shall provide CHC, at CHC's request, the COUNTY, JAIL and/or SHERIFF'S records (including medical records) relating to the provision of health care services to the JAIL POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the JAIL POPULATION (to the extent the COUNTY, JAIL or SHERIFF has control of, or access to, such records). CHC may request such records in connection with the investigation of, or defense of, any claim by a third party related to CHC's conduct or to prosecute a claim against a third party. Any such information provided by the SHERIFF to CHC that the SHERIFF considers confidential shall be kept confidential by CHC and shall not, except as may be required by law, be distributed to any third party without prior written approval by the SHERIFF.

7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. INMATES/DETAINEES of the JAIL shall not be employed or otherwise engaged or utilized by either CHC or the SHERIFF in rendering any health care services to the JAIL POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the JAIL POPULATION and not involving access to JAIL POPULATION records in accordance with NCCHC standards.

7.4 SECURITY OF THE JAIL FACILITY AND CHC. CHC and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CHC, as well as for the security of the JAIL POPULATION and SHERIFF'S staff, consistent with a correctional setting. The SHERIFF shall provide security sufficient to enable CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the SHERIFF while at the JAIL or other premises under the SHERIFF'S direction or control. However, any CHC HEALTH CARE STAFF, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this AGREEMENT if such person reasonably feels that the current safety services are insufficient. CHC shall not be liable for any loss or damages resulting from CHC's HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.

7.5 SHERIFF'S POLICIES AND PROCEDURES. CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY'S and/or SHERIFF'S posted security Policies and Procedures, which impact the provision of medical services.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012**

---

7.5.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CHC at the JAIL, and CHC may make a reasonable number of copies of any specific section(s) it wishes using the SHERIFF'S photocopy equipment and paper.

7.5.2 Any Policy or Procedure that may impact the provision of health care services to the JAIL POPULATION which has not been made available to CHC shall not be enforceable against CHC unless otherwise agreed upon by both parties.

7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to CHC. CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CHC.

7.5.4 If any of the COUNTY and/or SHERIFF's Policies and Procedures specifically relate to the delivery of medical services, the COUNTY and/or SHERIFF's representative and CHC shall review the COUNTY and/or SHERIFF's Policies and Procedures and modify or remove those provisions that conflict with CHC's Jail Health Care Policies and Procedures.

7.6 DAMAGE TO EQUIPMENT. CHC shall not be liable for loss of or damage to equipment and supplies of CHC, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY and/or SHERIFF's employees.

7.7 SECURE TRANSPORTATION. The SHERIFF shall provide security as necessary and appropriate in connection with the transportation of a member of the JAIL POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by CHC. CHC shall coordinate with the SHERIFF's office for transportation to and from the off-site services provider or hospital.

7.8 OFFICE EQUIPMENT AND SUPPLIES. The SHERIFF shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the JAIL health care facilities except as otherwise set forth in Paragraphs 1.12 and 1.13. At the termination of this AGREEMENT, CHC shall return to the COUNTY possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.

7.9 NON-MEDICAL CARE OF JAIL POPULATION. It is understood that the SHERIFF shall provide for all the non-medical personal needs and services of the JAIL POPULATION as required by law. CHC shall not be responsible for providing, or liable for failing to provide, non-medical services to the JAIL POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.

7.10 JAIL POPULATION INFORMATION. In order to assist CHC in providing the best possible health care services to COVERED PERSONS, the SHERIFF shall provide, as needed, information pertaining to the COVERED PERSON that CHC and the SHERIFF mutually identify as reasonable and necessary for CHC to adequately perform its obligations under this AGREEMENT.

**ARTICLE VIII  
COMPENSATION/ADJUSTMENTS**

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to CHC under this AGREEMENT is Four Hundred Eighty-Four Thousand One Hundred Forty Dollars and ninety-six cents (\$484,140.96) for a period of twelve (12) months. Each monthly payment shall be at Forty Thousand Three Hundred Forty-Five Dollars and eight cents (\$40,345.08), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CHC on the 1st day of March, 2012 for services administered in the month of March, 2012. Each monthly payment thereafter is to be paid by the COUNTY to CHC before or on the 1st day of the month of the month of service.

8.0.1 YEAR 2. Effective March, 2013, the base annual amount to be paid by the COUNTY to CHC in YEAR 2 shall be the annual amount of YEAR 1, plus an increase of 0%.

8.0.2 YEAR 3. Effective March, 2014, the base annual amount to be paid by the COUNTY to CHC in YEAR 3 shall be the annual amount of YEAR 2, plus an increase of 2.5%.

8.1 MONTHLY RECONCILIATION PROCESS. CHC will provide a monthly reconciliation with the COUNTY for any amounts owed by either party pursuant to the terms of this AGREEMENT, including, but not limited to:

8.1.1 ADJUSTMENT FOR MADP. For each month reconciled, if the JAIL's MADP is greater than Two Hundred Ten (210) combined COUNTY INMATES/ DETAINEES and OTHER COUNTY INMATE/DETAINEE, the compensation payable to CHC by the COUNTY shall be increased by the number of INMATES/DETAINEES over Two Hundred Ten (210) at the per diem rate of Fifty-Seven Cents (\$0.57). If the JAIL's MADP is less than

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012**

---

Two Hundred Ten (210) combined COUNTY INMATES/DETAINEES and OTHER COUNTY INMATE/DETAINEES, then CHC will issue a credit to the COUNTY for the number of INMATES/DETAINEES under Two Hundred Ten (210) at the per diem rate of Fifty-Seven Cents (\$0.57).

8.1.2 ADJUSTMENT FOR COSTS IN EXCESS OF CAP AMOUNTS. The monthly reconciliation shall include any amounts paid by CHC in excess of the financial limits listed in this AGREEMENT. The compensation payable to CHC by the COUNTY shall be increased by any costs paid by CHC in excess of the financial limits listed in 1. 15.2 and 1.19.

**ARTICLE IX  
TERM AND TERMINATION**

9.0 TERM. The term of this AGREEMENT shall be three (3) years from March 1, 2012 at 12:01 a.m. through February 28, 2015 at 11:59 p.m. This AGREEMENT may be renewed for one additional three year period on March 1st with mutually agreed upon increases, unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article.

9.0.1 RENEWAL. Upon each subsequent renewal of this AGREEMENT pursuant to paragraph 9.0, an increase in the annual compensation amount shall be negotiated between the parties. Should the parties reach said agreement after the renewal date, the agreed upon increase shall be retroactive to the date of the renewal. CHC reserves the right to evaluate and recommend staffing increases to be mutually agreed upon by both parties.

9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the BOARD of the COUNTY.

9.1 .1 Recognizing that termination for lack of appropriations may entail substantial costs for CHC, the COUNTY and the SHERIFF shall act in good faith and make every effort to give CHC reasonable advance notice of any potential problem with funding or appropriations.

9.1.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY and SHERIFF may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CHC.

9.2 TERMINATION DUE TO CHC'S OPERATIONS. The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to CHC in the event that CHC discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.

9.3 TERMINATION FOR CAUSE. The AGREEMENT may be terminated for cause under the following provisions:

9.3.1 TERMINATION BY CHC. Failure of the COUNTY and/or SHERIFF to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by CHC upon ninety (90) days advance written notice to the COUNTY specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, the COUNTY shall have ten (10) days to provide a written response to CHC. If the COUNTY provides a written response to CHC which provides an adequate explanation for the "basis for termination" and the COUNTY cures the "basis for termination" to the satisfaction of the CHC, the ninety (90) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to CHC.

9.3.2 TERMINATION BY COUNTY. Failure of CHC to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the SHERIFF or the COUNTY who shall provide ninety (90) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice CHC shall have ten (10) days to provide a written response to the COUNTY. If CHC provides a written response to the COUNTY which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the SHERIFF, the ninety (90) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the SHERIFF or the COUNTY.

9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the SHERIFF, the COUNTY or CHC may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days advance written notice to the other party.

9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay CHC for all services rendered by CHC up to the date of termination of the AGREEMENT regardless of the COUNTY'S failure to appropriate funds.

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012**

---

9.6 PAYMENT OF CAPPED EXPENSES UPON TERMINATION OR EXPIRATION OF AGREEMENT. Upon the termination or expiration of this AGREEMENT, the administration of expenses listed in paragraph 1.19 ("CAPPED EXPENSES") shall be handled as follows:

9.6.1 Upon termination or expiration of this AGREEMENT, CHC shall not be responsible for administration or payment of CAPPED EXPENSES and all invoices received by CHC for CAPPED EXPENSES shall be forwarded to the COUNTY for payment, regardless of whether the CAP AMOUNT for the CONTRACT YEAR has been reached. CHC shall forward to the COUNTY any rebate due pursuant to the terms of paragraph 1.19.1.

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

**ARTICLE X  
LIABILITY AND RISK MANAGEMENT**

10.0 INSURANCE COVERAGE. CHC shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:

10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice! Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

10.0.3 WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law.

10.1 ENDORSEMENTS. The Comprehensive General Liability policy shall contain additional endorsements naming the COUNTY as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.

10.2 PROOF OF INSURANCE. CHC shall provide the COUNTY proof of professional liability or medical malpractice coverage for CHC's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. CHC shall promptly notify the SHERIFF, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CHC fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY or the SHERIFF pursuant to the terms of Article IX.

10.3 INDEMNIFICATION. CHC agrees to indemnify and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of CHC, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this AGREEMENT. CHC, its agents, employees or independent contractors, shall not in any event be required to indemnify, defend, or hold harmless, the COUNTY with respect to any claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of the COUNTY, its officials, agents and employees. The COUNTY and SHERIFF agree to promptly notify CHC in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY and SHERIFF agree that CHC's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to CHC as set forth above. Upon written notice of claim, CHC shall take all steps necessary to promptly defend and protect the COUNTY and SHERIFF from an indemnified claim, including retention of defense counsel, and CHC shall retain sole control of the defense while the action is pending, to the extent allowed by law.

10.4 HIPAA. CHC, the COUNTY, JAIL, and SHERIFF and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. CHC, its agents, employees or independent contractors, shall not in any event be required to indemnify, defend, or hold harmless, the COUNTY with respect to any claims, actions, lawsuits, damages, judgments or liabilities of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, the SHERIFF and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of CHC.

**ARTICLE XI  
MISCELLANEOUS**

11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012**

---

relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY or SHERIFF to exercise control or direction over the manner or methods by which CHC, its employees, agents or subcontractors perform hereunder, or CHC to exercise control or direction over the manner or methods by which the COUNTY or the SHERIFF, and their employees, agents or subcontractors perform hereunder. other than as provided in this AGREEMENT.

11.1 SUBCONTRACTING. In performing its obligations under the AGREEMENT, it is understood that CHC is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements CHC may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this AGREEMENT. CHC shall engage Contract Professionals that meet the applicable professional licensing requirements and CHC shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this AGREEMENT. Contract Professionals shall provide clinical services under this AGREEMENT in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that CHC may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this AGREEMENT.

11.2 AGENCY. For purposes of asserting any statutory rights afforded to the COUNTY or the JAIL to pay providers for medical services at certain reduced rates, COUNTY and/or SHERIFF designate CHC as their agent to assert such rights and privileges.

11.3 EQUAL EMPLOYMENT OPPORTUNITY. CHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CHC will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

11.4 WAIVER OF BREACH. The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that CHC is not bound by any other existing contracts to which either the SHERIFF or the COUNTY are a party and which relate to the providing of health care to INMATES/DETAINEES at the JAIL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

11.6 FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

11.7 ASSIGNMENT. Except as otherwise provided herein, no party to this AGREEMENT may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties; provided however, that CHC may assign its rights or delegate its duties to an affiliate of CHC, or in connection with the sale of all or substantially all of the stock assets or business of CHC, without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

11.8 NOTICES. Any notice of termination, requests, demands or other communications under this AGREEMENT shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

If for CHC:  
Correctional Healthcare Companies,  
General Counsel  
6200 South Syracuse Way, Suite 440  
Greenwood Village, CO 80111  
If for CHC:  
(720) 458-3478

If for COUNTY:  
Delaware County Jail  
Sheriff  
149 N. Sandusky Street  
Delaware, OH 43015  
If for COUNTY:  
(740) 833-2859

**COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012**

---

Such address or facsimile number may be changed from time to time by either party by providing written notice as provided above.

11.9 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Ohio without regard to the conflicts of laws or rules of any jurisdiction.

11.10 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Agreement on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

11.11 SURVIVAL. The following provisions will survive any termination or expiration of the AGREEMENT: 1.15, 1.19, Article VIII, Article IX and Article X.

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

11.13 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

11.14 SEVERABILITY. In the event that any one or more provisions of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

11.15 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time, but only with the written consent of all parties.

(A copy of the exhibits are available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Absent

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Thompson**

**-Attended An Investment Committee Meeting**

**-Attended A Community Action Organization Meeting; Funding Concerns For The Weatherization Program**

**Commissioner O'Brien**

**-Attended A Family Children's First Council Meeting; Changing From Health District to Board of Developmental Disabilities**

**-Attended A Berlin Township Zoning Meeting; Sewer Issues Along 36/37**

**-Email From Capt William Piwtorak, OFE; Liberty Township Fire Department And Letter Supporting Liberty Township Fire Department And The Diesel Emissions Reduction Grant**

**RESOLUTION NO. 12-309**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; DISCIPLINE OR A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to adjourn into Executive Session at 10:10AM.

Vote on Motion Mr. Stapleton Absent Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 12-310**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:55AM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Absent

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2012

---

---

Ken O'Brien

---

Dennis Stapleton

---

Tommy Thompson

---

Jennifer Walraven, Clerk to the Commissioners