

SERVICES CONTRACT

BETWEEN

CHATHAM COUNTY, GEORGIA

AND

**CORRECTHEALTH CHATHAM, LLC
3384 Peachtree Road, NE, Suite 700
Atlanta, GA 30326**

**INMATE HEALTH CARE SERVICES
FOR CHATHAM COUNTY DETENTION CENTER
(Annual Contract)
Contract No. 15-0089-1**

**Board of County Commissioners
Chatham County Courthouse
124 Bull Street
Post Office Box 8161
Savannah, Georgia 31412**

DETENTION CENTER HEALTH CARE SERVICES CONTRACT AGREEMENT

With CORRECTHEALTH CHATHAM, LLC

This agreement made and entered in to this 1ST day of SEPTEMBER, 2016, by and between CorrectHealth Chatham, LLC, hereinafter referred to as "Provider" and the Board of Commissioners of Chatham County, Georgia, both hereinafter referred to as "Client."

I. RECITALS

- A. The Provider is a qualified health care Provider and Georgia LLC, licensed under the laws of the State of Georgia, engaged in the business of providing qualified health care services and staffing for Clients. The Chatham County Sheriff has the constitutional duty and responsibility to operate the Chatham County Detention Center (CCDC) and to ensure that inmates housing in said facility are provided health care services at a standard of care that meets or exceeds constitutional requirement and provide reasonable needed health care. The Client, therefore, enters in to this agreement for the purposes of ensuring that said inmates are provided such care while incarcerated in the Detention center. The Client desires to retain Provider as an independent contractor to deliver the detention center health care services accordingly, and to provide qualified and competent health care professionals for above stated purposes.
- B. Provider hereby agrees to provide qualified health care professionals at adequate staffing levels shown on the included staffing matrix to meet the health care needs of detention center inmates and the detention center health care program and other qualified staff as mutually determined and agreed are needed by the parties after consultation with the Sheriff in accordance with Section III (c) to meet required health care standards of care.
- C. Therefore, it is mutually agreed by the parties of this agreement that the Provider will provide services to the Client under the following terms and conditions specifically set forth herein.

II. TERM OF AGREEMENT

The term of this agreement shall be for one year terms beginning on August 1, 2016, ("Begin Date") and shall automatically renew for 4 additional consecutive one year terms unless Client exercises their right to terminate for convenience by providing notice pursuant to paragraph IX of this agreement. It is also understood that a reasonable implementation transition period is required in this transition to the Provider. Therefore, the current medical Provider will continue provide contracted services until August 1, 2016 which provides the new Provider sufficient time to implement the contracted levels of services.

Should this Provider begin to provide services earlier than the effective date of the first one year term, the Provider will be compensated on a pro rata basis based on the number of days the services is provided prior to the begin date.

III. PROVIDER FURNISHED SERVICES

- A. Client hereby contracts with Provider to provide health care services to inmates in the physical custody and control of the Detention center. Provider enters into this Agreement according to the terms and provisions herein and as set forth Exhibit A. The responsibility of Provider for health care of an inmate commences with the commitment of an inmate to the custody of the DETENTION CENTER. No person shall be accepted in custody unless Provider determines said person is medically stable. Provider shall be responsible to have adequate staffing available to immediately make a medical determination at all times including holidays, nights and weekends. At no time shall Provider fail to adequately staff the intake area. Provider shall provide health care services for all persons committed to the custody of the DETENTION CENTER from moment of arrival at the facility irrespective of booking process and may elect to use a triage area for screening persons upon arrival at the detention center to determine if the inmate is medically stable for acceptance into the Detention center or not. Should that person not be medically stable for acceptance, then the arresting agency shall divert that arrestee to a hospital where the inmate will not be considered to be "in the custody of the Detention center." Custody for the purposes of this contract shall begin when the Sheriff accepts the arrestee after a determination of medical stability.
- B. The Provider shall provide qualified staff to deliver adequate detention center health care services consistent with Chatham County Sheriff policies, operational procedures, and protocols, and provide health care and in accordance with the appropriate national standards, constitutional requirements, and in compliance with state and federal law and in accordance with the U.S. Constitution. The number of staff in specific designations and staff work hours of health care staff has been determined to be adequate by Provider and in a manner consistent with needs of the detention center health care program and with the intent to comply with healthcare standards customarily provided by a constitutional compliance detention center. These staffing and staff levels of services are outlined in Exhibit B attached hereto, which shall provide services to include medical, dental, mental health, sick call, nursing care, regular physician care, onsite emergency care, behavioral care, medical records retention and completion, pharmacy/prescription supply, and other services required by Exhibit A. Any vacant position listed in Exhibit B for more than 14 days shall trigger the staffing performance guarantees listed in Exhibit C.
- C. Upon mutual consent of the parties which shall not unreasonably be withheld, the Client may increase or decrease the staffing requirements as necessary to best meet the medical services needs of the detention center and inmates. Client will do so only after consultation with the Sheriff. If the Sheriff determines staffing levels need to be increased or decreased, then contract shall be amended upon Sheriff's written request to the County. Both the Client and Provider understand that any increase or decrease in staffing levels could result in an increase or decrease in compensation paid to the Provider as mutually agreed. Without limiting the proceeding, if either party deems an increase in

staff necessary to maintain minimum health care within the facility, then that level of care shall be provided during the negotiation phase.

- D. Provider understands that all Provider staff working at the detention center may be barred by the Sheriff from entering the detention center if their performance and/or behavior does or could cause risk or harm to the health care program. The Provider will provide a substitute staff member that meets the medical needs of the Detention center and is acceptable to Sheriff as soon as possible.

If the Sheriff or his designee is dissatisfied with any health care personnel provided by Provider hereunder, or by any independent contractor, subcontractor or assignee, Provider, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff or his designee of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff or his designee, Provider shall immediately remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom the Sheriff has expressed dissatisfaction. Should removal of an individual become necessary, Provider shall provide a replacement as soon as possible under the circumstances. If Sheriff elects to have such an individual removed, Sheriff will notify Provider in writing and Provider will respond in writing to Sheriff within 24 hours specifically including the anticipated time to replace that position so that Sheriff may make an informed decision about appropriate course of action.

- E. CLIENT personnel and/or inmates shall not be employed or otherwise engaged by either Provider or CLIENT in the direct rendering of any health care services. Additionally, no employee, agent or deputy of Sheriff shall be employed or otherwise engaged by either Provider or Client in the direct rendering of any health care services.
- F. Provider will also participate and assist Sheriff in the development of above said procedures and protocols, as needed to ensure effective and efficient delivery of detention center health services. Provider will also provide necessary assistance, services and management needed to achieve accreditation by the National Commission on Correctional Health Services (NCCHC). Provider will collaborate with Client in the development and reporting of appropriate contract performance measures, and sustaining targeted thresholds for said measures to whomever the Client elects such information be given to for this stated purpose.
- G. Provider shall maintain personnel files on-site for all staff that contains current licensures, certifications, resume, records of continuing education, mandatory training. Mandatory training includes: CPR/First Aid, AED, Suicide Prevention Course provided by Client, blood borne pathogen training, correctional orientation training. All staff shall complete mandatory training sufficient to have working knowledge of Provider health care

procedures and the protocols of Chatham County Detention Center Standard Operating Procedures as relates to providing of health care.

- H. The Provider agrees to provide appropriately trained and qualified infectious disease and chronic disease programs. The positions shall be credentialed at the RN level at a minimum.
- I. Provider agrees that inmates entering the detention center will be expeditiously triaged upon arrival. Additionally, the Provider agrees to provide sufficient number of RNs to conduct timely and complete detention center intake health screenings on all inmates entering the detention center. Other medically trained professionals may be utilized by Provider to assist the assigned RNs. Should additional RNs be needed during peak time frames, Provider shall staff to that level necessary for demand. At no time, shall the intake process be staffed without an RN and the support staff contemplated in this paragraph.
- J. Provider, in collaboration with Client, shall develop and maintain an appropriate and adequate professional development and ongoing detention center health care training program for Provider's staff. Provider will timely and expeditiously fill vacancies in employment staff to ensure coverage as contemplated by the staffing matrix. Provider will likewise furnish all training materials and standard operating procedure manual to Sheriff for coordination. Provider shall ensure that Sheriff is consulted and assist in developing the appropriate professional development and training necessary for all staff.
- K. The Provider shall, in conjunction with this Agreement, provide those medical services requested by the Client from time to time. The Client's request shall not be outside the services promised in the RFQ scope of work. The Sheriff shall provide any additional request to Client in writing before Provider shall administer such services.
- L. The Chatham County Sheriff's Office shall provide adequate work space. Client shall provider equipment, computers, electronic health records systems, and supplies required for the delivery of said contracted services. Additionally, the Chatham County Sheriff's Office shall provide sufficient security as needed to accomplish required and contracted responsibilities of the Provider. The Client shall also provide other resources required as mutually agreed.
- M. Provider shall provide on-site emergency medical care and obtain arrangements for medical transport, if necessary. Chatham County Sheriff's Office is responsible for security arrangements during such transport.
- N. Provider shall be responsible for all associated hospital costs should an inmate be sent to hospital, other special care facility, or any other outside facility other than the detention center, unless otherwise exempted by a provision of this agreement.

- O. Provider will provide Client and Chatham County Sheriff's Office cooperation and assistance in responding to all Georgia Open Records Act requests as required by law.
- P. Provider shall provide all Tuberculous/ Infectious Disease testing necessary to maintain the standard of health at the Chatham County Detention Center as required by federal law, state law, and the Chatham County Health Department. Provider will ensure that all staff of both Provider, Sheriff and Client where requested, be tested yearly for Tuberculous. Sheriff will provide PPD for testing of employees and deputies of the department though Provider will administer the test.
- Q. Provider shall provide all physicals needed to gain employment to those tendered by the Sheriff for prospective employee pending the physical assessment of the candidate.
- R. Provider shall keep Chatham County Detention Center in compliance with at NCCHC regulations and maintain compliance with all Medical Association of Georgia regulations. It is the expectation of this Contract that Provider will keep CCDC at all time up to current MAG standards and maintain the facility in a manner in which MAG accreditation remains throughout the pendency of this contract.
- S. Provider shall avail Chatham County of all funding sources available to assist with health care cost should any such program become available to County. Such programs as the Affordable Care Act, but not limited to that sole program, are not currently available under Georgia law. Should any change in federal or state law make such funds for indigent care available to DETENTION CENTER or county then Provider agrees to cooperate fully in securing those funds through grant or application process. Provider may provide 340B pricing in accordance with the Client's approved subcontractors at his sole discretion.
- T. Penalties for Non-Compliance shall be as outlined in Exhibit C and referenced in the Section III(A) of this agreement.
- U. Provider shall utilize Client's license from Centricity the Centricity electronic health records system for creating and maintaining inmate health records. Provider further agrees and acknowledges that all health records established shall be the sole and proprietary of Chatham County and shall in no way be construed as the property of the Provider or any of its staff or employees. Client shall bear the cost of the software, data migration, training (by Centricity Staff), installing, implementing, maintaining, customizing, support, hosting fees, and adapting all necessary parts of Centricity and related systems in alignment with requirements in section III(T) below, and after consultation with quality assessors. This process shall be utilized in accordance with Exhibit D.

IV. LIMITATION AS TO PROVIDER SERVICES

- A. Injuries Incurred Prior to Incarceration; Pregnancy. Provider will not be financially responsible for the cost of any medical treatment for health care services provided to any inmate prior to the inmate's commitment into the custody of the DETENTION CENTER. For purposes of this section, commitment is defined as when an individual is deemed medically stable to enter the facility by Provider. Furthermore, Provider is not financially responsible for the cost of services outside the DETENTION CENTER for any medical treatment or health care services provided to medically stabilize any inmate presented at booking by an agency, other than the CLIENT, with a life threatening injury or illness or in immediate need of emergency medical care.

Once it has been determined by intake medical personnel that the inmate has been medically stabilized, and accepted by DETENTION CENTER personnel into the custody of the DETENTION CENTER, Provider will, commencing at that point, then become financially responsible for the cost of medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the DETENTION CENTER. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization, and when any and/or all applicable medical clearances have been provided to the Provider's personnel and transmitted to DETENTION CENTER staff, so that the inmate can reasonably be housed inside the DETENTION CENTER.

It is expressly understood that Provider shall not be responsible for medical costs associated with the medical care of any infants born to inmates. Provider shall provide health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the DETENTION CENTER prior to transport to a hospital, will not be the financial responsibility of Provider. In any event, Provider shall not be responsible for the costs associated with the performing or furnishing of abortions of any kind. Provider shall cooperate fully with any other government agency that is providing health care or placement assistance with such infants to include Department of Family and Children Services or any other state or federally funded program.

- B. Inmates outside the Facility. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the DETENTION CENTER. This does not include inmates who are under guard in detention centers or prisons outside of COUNTY unless court ordered. Such inmates are not to be included in the daily population count. No person(s), including those who are in any outside hospitals who are not under guard, shall be the financial responsibility of Provider with respect to the payment or the furnishing of their health care services. All cost for inmates transported

to hospital or other health care provider after being accepted into custody as medically stable and until such time as they are released from being under guard or are returned to DETENTION CENTER shall be responsibility of Provider.

The cost of medical services provided to inmates who become ill or are injured while on escape status will not be the responsibility of Provider. The cost of medical services provided to inmates who become ill or are injured while on approved work release shall be the responsibility of provider except where the inmate's injury occurred after a point in time when he should have been in the facility. Such coverage shall extend to any injury or illness by an inmate participating in the New Hope Program within the DETENTION CENTER.

Persons in the physical custody of other public safety or other law enforcement/penal jurisdictions at the request of Chatham County Sheriff's Office or by court order are likewise excluded from the population count and are not the responsibility of Provider for the furnishing or payment of health care services.

Persons in federal custody being housed at the DETENTION CENTER pursuant to a valid contract between the Sheriff and the Federal Bureau of Prisons are included in the daily population count and shall be provided health care like every other inmate at the detention center.

- C. Elective Medical Care. Provider is not responsible for providing elective medical care to inmates, unless expressly contracted for by the CLIENT. For purposes of the Agreement, "elective medical care" means medical care, which, if not provided, would not cause definite harm to the inmate's well-being. CLIENT must review any referral of inmates for elective medical care prior to provision of such services.
- D. The Client shall budget sufficient funds for the adequate program assessment by qualified outside experts to be selected at the sole discretion of the Client. Provider will cooperate fully with the outside experts once identified. All information as to program assistance for qualified experts shall be shared with the Sheriff or his designated staff through the County Attorney's Office.

V. COMPENSATION AND BILLING

- A. Provider Responsibilities: The Provider shall be responsible for the following in regards to compensation and billing:
 - 1. Provider agrees to provide the services to the Client pursuant to the staffing plan and compensation schedule attached hereto and incorporated herein as "Exhibit B".

2. Base Compensation & Per Diem Compensation. Client will pay Provider as specified herein. For all years, the contract assumes a maximum inmate population of 1800 inmates. Provider will invoice CLIENT during the month prior to the month of service. CLIENT agrees to pay Provider within thirty (30) days of the invoice. In the event this Agreement should terminate on a date other than the end of a calendar month, compensation to Provider will be prorated accordingly for the shortened month.
3. Per Diem. Provider will charge a per diem rate, as specified in Section IV (14) (a) when the combined daily census is greater than 1,800 inmates at the Detention center.
4. 6 month examination. Provider and Client agree that after 6 months, or on or about February 1, 2017, each side will meet with Chatham County Sheriff's Office and any other relevant persons to discuss the delivery of services, quality of care and cost for providing the same. While all parties are bound to the terms of this agreement, the parties further agree that should be cost or quality of care be less or more than expected the terms of this agreement could be renegotiated within thirty (30) days of that meeting.
5. Inmates from Other Jurisdictions. Medical care rendered within the Detention center to inmates from jurisdictions outside Chatham County, and housed in the Detention center will be the responsibility of Provider but as limited by Section IX. Medical care that cannot be rendered within the Detention center will be arranged by Provider and the costs of such care subject to reimbursement by the other jurisdiction or the State of Georgia. In the event that the other jurisdiction reimburses the CLIENT, the CLIENT agrees to reimburse Provider for such care. This Section does not apply to sentenced felons awaiting transfer to State facilities or inmates housed in the DETENTION CENTER on ex parte orders or other probation violations pending in the Recorder's, State, Magistrate, and Superior Courts of Chatham County or any municipal court within Chatham County. Provider may directly bill other counties for onsite professional medical fees, supplies, tests and medications. Provider will forward other bills for offsite healthcare and program support services provided to other jurisdictions housing inmates in the DETENTION CENTER. The per diem rate for inmates contained in this contract shall be utilized for such inmates. CLIENT agrees to assist Provider with these billing activities. Both parties agree to full audit of their procedure upon request of either party.
6. Costs for On-Site and Off-Site Specialty Care (risk to CH). Provider will manage scheduling, claims processing and accounting for off-site healthcare services. Provider will be financially responsible for the actual costs of these specialty and off-site services, including, but not limited to, hospitalization and off-site emergency services costs, specialty diagnostics and specialty provider fees.

7. Change in Standard of Care or Scope in Services. The price referred to in this Agreement reflects the scope of services as outlined herein and the current community standard of care with regard to correctional healthcare services. If there is any change in or modification of the local, national (e.g. NCCHC, MAG) or community standards of care or scope of services, court order, ruling or interpretation, state or federal law or statute or interpretation thereof that results in sustained and material increase in costs (e.g. treatment of Hepatitis C, TB, HIV/AIDS, etc.), coverage of costs related to such changes are not included in this Contract and would need to be negotiated with the CLIENT. Further, if the mission and/or purpose of the CLIENT or the Sheriff's Office changes substantially, the CLIENT agrees to negotiate with Provider in good faith for any necessary change in services. During such negotiations, Provider shall not withhold the necessary care to comply with requirements as outlined in this paragraph.
8. Monthly Statement of Services Rendered. Preparing and submitting a monthly statement that includes key contract expenditures, both staffing and non-staffing incurred within the billing period, and to cooperate with designated Client and Chatham County Sheriff's Office staff. In order to ensure transparency, the statement shall include an itemized detailed list of all costs incurred by Provider for the billing period. Additional details of any expenditure shall be provided by Provider to Client upon request of Client or their representative. Provider shall track what portion of key contract expenditures are consumed or otherwise used for Client's benefit.
9. Provider shall punctually complete and submit all payment forms required by the Client and those prescribed or approved by the United States of America or any subdivision thereof, State of Georgia or any subdivision thereof, Chatham County Finance Department and Chatham County Board of Commissioners prior to any pre or post payment being provided to Provider.
10. The Provider shall make no additional charges to Client's detainees for services rendered during regularly scheduled hours or for services for which the Client has paid the Provider.
11. The Provider understands and agrees that the staffing levels attached to this Contract are to be maintained in accordance with NCCHC and MAG guidelines. Specifications regarding the necessary time off for staff and all other procedures for regulating the employment of health care workers or independent contractors within the facility are in accordance with the Department of Labor.
12. Provider also understands that it shall deduct all appropriate costs for unfilled positions if the position remains unfilled for more than 30 days as determined by contract assessors from each invoice. The Client shall not compensate Provider for unfilled positions or appropriate cost that shall include salaries and related benefits.

While this provision is enforceable, the Provider agrees that the staffing levels attached hereto will be maintained and the penalties for failure to do so will be enforced according to RFP response from Provider in Section 2 of that document. This section does not eliminate any other performance guarantees.

13. All personnel furnished by the Provider are considered employees and independent contractors of the Provider and not the employees or agents of Client of Chatham County Sheriff's Office. The Provider will have the sole responsibility of paying the salaries, social security, insurance, other taxes, and all other expenses and employee benefits related to such employees, including personnel issues, of the Provider unless otherwise stated herein.

14. Provider understands that it is responsible for cooperating with contract compliance assessors and program performance assessments by outside qualified professionals selected at the sole discretion of the County. Provider shall release all requested information, documents, data, etc. as requested for this work. The Provider agrees to fully cooperate with all assessments by qualified experts within the first year of this contract through ongoing chart abstraction and drill down work by a qualified expert. Client retains to the right to ask for an additional two (2) assessments during the subsequent years of this contract. All information and reports produced from this work shall be the property of the Client but will be shared with the Provider and Sheriff for the sole purpose of ensuring compliance, quality and cost effective detention center health care services. All information and reports produced from this work shall be the distributed only in the manner and method outlined by the County in writing and shall not otherwise be distributed. The cost of such contract compliance shall be borne by the County and the County maintains the right to ask for less assessments than are outlined herein upon it sole discretion.

A. Client Responsibilities:

1. Except as otherwise authorized in this agreement, the Client agrees to pay the amount as shown in the Payment Schedule shown below. Client agrees to compensate Provider on a monthly basis, or as otherwise mutually agreed.

Payment Schedule

August 1, 2016 to July 31, 2017	
Total Compensation	\$6,973,724.56
Monthly amount	\$581,143.71
Per Diem Rate	\$3.62
August 1, 2017 to July 31, 2018	
Total Compensation	\$7,148,067.67
Monthly amount	\$595,672.31
Per Diem	\$3.71

August 1, 2018 to July 31, 2019

Total Compensation	\$7,326,769.37
Monthly amount	\$610,564.11
Per Diem	\$3.81

2. Client shall make payments due hereunder, notwithstanding any other provision in this agreement, shall be paid to the Provider pursuant to the customary and normal procedures for payment of claims by vendors against a county under Georgia Law.
3. The Client shall accept as complete and accurate all statements subject to Client's audit rights outlined herein. The Client may prescribe payment forms to be used or approved by the United States of America or any subdivision thereof, State of Georgia or any subdivision thereof, Chatham County Finance Department, contract compliance officer, and the Chatham County Board of Commissioners prior to any payment being due, all subject to annual funding appropriation by the County fiscal Body.
4. All payments that become due after July 31, 2019 shall be negotiated between the parties no later than December 31, 2018 and an executed document must be agreed upon by the Board of Commissioners by January 30, 2019. A returned, fully executed document must be presented by PROVIDER no later than February 15, 2019. In no case shall the negotiated amount for base compensation for 1800 inmates increase by more than three (3) percent from that of the last contract price listed in Subsection A (1) herein.

VI. HIRING AND MANAGING PROVIDER STAFF AND EMPLOYEES

- A. The Client acknowledges the need for a close working relationship that exists between the Provider and the staff and employees that the Provider will recruit, employ and retain to meet the conditions of this agreement. The Client also acknowledges that the recruitment, training, supervision, management, administration and maintenance of staff and staffing is the primary responsibility of the Provider but the Client agrees to provide mutually agreed levels of support as needed to ensure program success.
- B. Provider understands that all applicants, before working in the detention center, shall successfully complete all selection requirements and processes prior to working in the detention center. At no time shall the Provider authorize its employees to enter and/or work in the detention center without written authorization by the sheriff or his designee. Sheriff may utilize means and methods of back ground checks to include certified polygraph testing and other such investigations to determine if an applicant can be authorized to enter into and work within the detention center.

- C. The Provider hereby affirms that all of its employees are properly licensed and credentialed by the State of Georgia in their respective scope of practice and have taken and successfully completed a pre-employment drug screen and other test or screen as may be requested by Sheriff. Provider also affirms that all of its employees have sufficient experience to perform the duties required under this agreement in accordance with NCHCC and MAG standards.
- D. The Provider also affirms that all medical and health care providers supplied by Provider shall meet all local, state, and federal laws, rules, and regulations related to personnel supplying medical services and care to inmates of a county detention center.
- E. At no time shall the Client unreasonably interfere with, impair, or otherwise inhibit the recruiting or management relationships between the Provider and its employees.

VII. INSURANCE

- A. The Provider shall furnish at its own expense and will maintain in full force and effect at all times during the term of this agreement the following insurance:
 - 1. General Liability Insurance with a 4 million dollar aggregate coverage
 - 2. Medical Malpractice Insurance with coverage of 2 million dollars per occurrence and a 4 million dollar aggregate coverage.
 - 3. Worker's Compensation Insurance as provided or required by the State of Georgia
 - 4. The Provider shall provide, maintain and keep current a certificate and proof of insurance by filing same with the sheriff of Chatham County or his designee and the Chatham County Finance Department or contract compliance officer.
- B. The Provider shall notify the County, and contract compliance staff hired by County, and the Sheriff or his designee of any changes to its insurer, policy limits and all notices of cancellation of any required policy of insurance. All policies of insurance obtained or maintained by the Provider.

VII. INDEPENDENT CONTRACTOR

- A. This agreement shall not prohibit the Provider from performing services for others and the Provider shall be paid only on the basis of services the Provider actually performs and provides to the Client.
- B. It is expressly acknowledged by the parties that the Provider is an "independent contractor" and nothing in this agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or to allow the Client to exercise control or direction over the Provider's business operations or outside business opportunities or relationships.

- C. The Provider and its staff and personnel understand that they shall not be treated as an employee of the Client or Sheriff for the purposes of federal taxes, Social Security, unemployment insurance, health insurance or any other withholding pursuant to any law or requirement of any governmental body related to the employees of the Provider or make available any of the benefits afforded to employees of the Client, all of such payments, withholdings and any other benefits, if any, are the sole responsibility of the Provider and the Provider shall indemnify and hold the Client harmless of any and all loss or liability arising with respect to such payments and benefits, if any.
- D. In the event that the state or federal Internal Revenue Service or any other government agency should question or challenge the independent Provider status of the Provider or its employees with respect to the Client, the parties hereby mutually agree that both the Provider and the Client shall have the right to participate in any discussions or negotiations occurring with such agency or agencies, irrespective of whom or by who such discussions or negotiations are initiated. The Provider shall provide all documentations showing the appropriate withholdings have been made and paid to the appropriate governmental agencies upon request of the Client.

VIII. COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES AND REGULATIONS

- A. The Client and the Provider shall operate their respective services at all times in compliance with applicable federal, state, and local laws, rules and regulations, the policies, rules, and professional standards of care, Provider bylaws, applicable standards of NCCHC and MAG, and all currently accepted and approved methods and practices of each area of service. Notwithstanding any unanticipated effect of any provision of the Agreement, neither party will intentionally conduct itself in such a manner as to violate prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC Sec. 1395 (b) and 1396 (b) or any subsequent revisions or amendments.
- B. The Provider agrees and warrants the medical services and levels thereof provided to the Client will meet and continue to meet all minimum federal and state laws or regulations related to the delivery of medical services and to medical services provided to Detention center inmates.
- C. All health care records and patient information shall be and remain confidential in accordance with HIPAA regulations and ethical standards of patient care. All said information shall be the property of the Client and the Provider and its staff and employees shall each execute confidentiality agreements and comply with all state, federal, and HIPAA laws and regulations concerning or related to the collection, recording, storage, and release of any and all health care records and/or information.

D. Equal Opportunity and Affirmative Action. The Provider agrees by the execution of this agreement that in regards to its operations:

1. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
2. The principles of equal opportunity in employment of delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion, and sex.
3. The provisions of all Federal Civil Rights laws and the Georgia Civil Rights law as applicable are incorporated by reference as part of this agreement.
4. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement may result in any remedy available to the County in respect to such breach or default.
5. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract, or lease between the Consultant and any organization, corporation, subcontractor, or other legal entity that benefits from the funds paid to the Consultant by this agreement.

E. Information that is the property of Chatham County shall be made available in accordance with the Georgia Open Records Act. The Client recognizes and acknowledges that in some course of performing the services provided hereunder it may have access to certain confidential or proprietary information of the Provider and the Provider's business and computer operations. The Client hereby agrees that it will not; at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law upon obtaining the prior written consent of the Provider.

IX. EXECUTION AND APPLICABLE LAW

This Contract Agreement has been executed in Georgia and shall be governed in accordance with the laws of the State of Georgia in every respect. In the event a dispute over any term and/or condition herein, the issue shall be first mediated before a mediator selected by agreement of the parties prior to any court proceeding being initiated or filed. If any portion of said Contract is found legally unenforceable, the balance of said Contract shall remain in full force and effect. The parties hereby agree that jurisdiction and Venue of any and all disputes that may arise under this agreement is and shall be in the Superior Court of Chatham County.

X. NOTICE REQUIREMENTS

Any notices required hereunder may be sent or delivered to the Provider's authorized representative, Carlo Musso, as set forth in Section XIV(C) . Other normal means of written communication such as certified mail, telegram, fax, in-hand personal delivery, and/or electronic mail (EMAIL) shall also constitute an acceptable method of giving notice or communicating official information. All notices to Chatham County shall be given to both the Sheriff and County Manager, as set forth in Section XIV (C) below, or the County designated contact.

XI. TERMINATION

- A. This agreement shall terminate upon any material breach or default by either party in the performance of any obligation hereunder which is not or cannot be cured within sixty (60) days after written notice to the breaching or defaulting party if the existence of such breach or default
- B. Either party may terminate this Agreement without cause, and at the convenience of either party, by providing written notice served upon the other party as described herein. The Agreement shall terminate ninety (90) days after service of said notice. Should Provider given notice of termination, it shall continue to provide services at the contract level for the ninety (90) day period and shall fully cooperative with Client to transition to a new provider.
- C. Upon termination of this agreement as hereinabove provided, neither party shall have any further obligation hereunder, except of obligations accruing prior to the date of the termination and obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement including, without limitation to confidentiality of information, indemnities and releases.

XII. INDEMNIFICATION

The Provider agrees to protect, defend, indemnify and hold harmless the Client, Sheriff, Chatham County Sheriff's Office employees, Commissioners, officers, agents and employees, on any and all claims, causes of action, costs, attorney fees and any other expenses relating to the medical, mental health and other services provided to the Client by its agents, servants, staff, personnel, or employees. It is agreed that Sheriff and his deputies, agents, servants, staff, personnel, independent contractors or employees shall be responsible for their own acts and/or omissions. Each party is not responsible for the acts and/or omissions of the other party. Each party shall immediately notify the other of any causes of action initiated or commenced by any third party that may relate to the services provided by the Provider to any inmate and the parties further agree to cooperate and assist the other in defending causes of actions related to the services provided herein.

XIII. AGENCY INFORMATION

- A. The Provider shall provide and keep current a listing of the name and necessary contact information of all health care providers of the Provider who provide health care services to the Client for the purpose of contacting each if required to provide any information relating to the health care of any inmate.
- B. The Provider and its staff, personnel, and employees shall adhere to and be bound by all rules and regulations and policies and procedures of the the Sheriff as relates to its operation of the Chatham County Detention Center and included by not limited to health care services shall keep confidential and secure any and all passwords, security information and protocols related to the security of the Chatham County Detention Center.
- C. All staff, personnel, and employees of the Provider shall agree to and be subject to random drug screen and alcohol testing conducted by the Provider in compliance with Georgia's Certified Drug-Free Workplace Program, and shall be subject to criminal background checks by the Client/Chatham County Sheriff's Office before and during any services to the Client. Client retains the right to notify the Provider of any personnel problems or issues that may arise with any Provider staff, personnel, and employee or health care Provider under the Provider's direction and upon such notice the Provider agrees to immediately rectify the problem after consultation with the Client and Chatham County Sheriff's Office and/or replace the Provider employee or staff person with another qualified and acceptable person of the Provider.

XV. PROVIDER RELATIONSHIP

- A. Nothing in this contract shall be deemed to create a partnership or agency relationship between the Provider and the Client. Further, the Provider shall not be responsible for any actions of the employees of the Client. Client shall not be responsible for any actions or services related to or performed by Provider.
- B. The Provider shall maintain and provide for the Client's inspection all documents pursuant to law and health care regulations as they pertain to all health care Providers furnished to the Client hereunder.
- C. The Provider will assist the Chatham County Sheriff's Office in reviewing all policies and procedures applicable to providing services herein to inmates and shall participate in ongoing quality improvement, quality assurance, and quality management activities. The Provider also agrees to assist Client related to resource utilization and risk management.

XIV. MISCELLANEOUS

- A. Independent Contractor Status. The parties acknowledge that Provider is an independent contractor engaged to provide health care to Inmates at the DETENTION CENTER under the direction of Provider management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer• employee relationship, or a joint venture relationship between the parties.
- B. Court Appearance by Provider Employees. In the event Provider's personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of CLIENT this shall be part of their service time pursuant to this agreement. CLIENT shall only be responsible for reasonable cost if the litigation or threatened litigation does not involve health care. CLIENT shall be responsible for reasonable costs of substitute personnel to fill positions, which would be vacant due to such court or trial appearance requirements.
- C. 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 the other person at any other address as may be designated in writing by the parties:

(a) CLIENT: Michael A. Kaigler, Assistant County Manager
P.O. Box 8161
Savannah, GA 31412

(b) Provider: CorrectHealth Chatham, LLC
ATTN: Carlo A. Musso, M.D.
3384 Peachtree Road, NE, Suite 700
Atlanta, GA 30326

(c) Sheriff: John Wilcher
1074 Carl Griffin Drive
Savannah, Georgia 31405

Notices shall be effective upon receipt regardless of the form used.

- D. 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. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.
- E. Amendment. This Agreement may be amended or revised only in writing and signed by all parties.
- F. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate *as*, or be constructed to *be*, a waiver of any subsequent breach of the same or other provision hereof.
- G. Other contracts and Third-Party Beneficiaries. The parties acknowledge that Provider is neither bound by nor aware of any other existing contracts to which CLIENT is a party and which relate to the providing of medical care to inmates at the DETENTION CENTER. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.
- H. 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 and enforceable in accordance with its terms.
- I. Cooperation. On and after the date of this Agreement, each party shall, at the request of the other or Chatham County Sheriff's Office, make, execute, deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party or Chatham County Sheriff's Office may reasonable require to effectuate the provisions and intentions of this Agreement.

- J. Time of Essence. Time is and shall be of the essence of this Agreement.
- K. Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.
- L. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.
- M. Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.
- N. Governing Law. 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 Georgia.
- O. Immunity. There is no provision of this agreement that shall act as a waiver of Client's sovereign immunity or the Sheriff and his deputies immunities, whether official, qualified, 11th amendment or any other immunity granted under state or federal law.

XV. ENTIRE AGREEMENT

This Contract contains all of the terms and conditions agreed upon by the parties with respect to the independent contract relationship contained herein and supersedes all prior agreements, arrangements and communications, if any, between the parties concerning the subject matter contained herein whether written or oral.

[SIGNATURE PAGE FOLLOWS:]

Chatham County

By: _____

Albert Scott, Chairman
Board of Commissioners

Attest: _____

Janice E. Bocoock, Clerk of Commission
[SEAL]

Date: _____

Reviewed and approved by:



R. Jonathan Hart
Chatham County Attorney

CorrectHealth Chatham, LLC

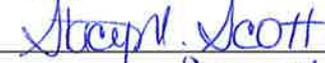
By:  _____

Print Name: CARLO A. MUSSO, MD

Title: PRESIDENT

Date: 9-1-16

Witness:

 _____

Print Name: STACY M. SCOTT

Title: CHIEF LEGAL OFFICER

Date: 9-1-16

Exhibit A

SCOPE OF SERVICES

1. CorrectHealth responds to our healthcare opportunities by bringing efficiency and innovation to the health services management field. With extensive experience in administering service delivery programs for local and state agencies as well as the retail sector, the company blends innovation with seasoned expertise in each of its program areas to provide clients with a unique combination of quality at competitive prices.

CorrectHealth programs are marked by centralized/regional control, administrative systems at the corporate level and direct interaction with management at the service site level. In administering programs for clients, CorrectHealth draws upon extensive analytic and developmental resources as well as the institutional health care experience of its personnel.

CorrectHealth operates health programs for correctional institutions; owns and operates urgent care and primary care centers for the retail public; founded and operates a non-profit community-based center for abused women and children; established and operates a foundation for the provision of substance abuse treatment for inmates; is developing long-term care facilities for geriatric & psychiatric patients with chronic medical problems for inmates who are parole eligible but have no place to go and for moderate to severe mental health patients from state mental health agencies; has provided disaster relief healthcare staffing services for the state of Louisiana; and has coordinated the health services operations for the NFL's largest event, the Super Bowl, for the past fifteen years.

2. CorrectHealth will be the sole provider and will coordinate the entire healthcare delivery system for the CCDC. CorrectHealth will be responsible for all medical care, mental healthcare (including psychiatric care), and dental care for the inmates at the detention center. CorrectHealth's responsibility will begin once the inmate is booked into the facility. The CorrectHealth mission is to provide high quality, cost-effective, comprehensive, healthcare inside the walls of correctional facilities. CorrectHealth will establish and maintain a strong relationship with the Detention center administration and the Chatham County Sheriff's office. Standardized reporting mechanisms are in place with all of our facilities and will certainly be maintained at the CCDC. The following services will be provided at the facility:
 - a. Intake: a Receiving Screening will be performed on inmates' booking into the CCDC. Our approach includes the Health Appraisal (H&P) also being completed in Intake. This unique approach allows us to be more proactive in the healthcare delivery system and responsive to the inmate's needs. Please see a more detailed discussion of the benefits of this approval in Section F, Staffing Methodology, below. See our Intake Screening Form and Health History in Tab V.
 - b. Transfer Screenings
 - c. Sick Call

- d. Chronic Care Clinic
- e. Communicable/infectious disease: CorrectHealth will provide appropriately trained and qualified personnel to manage our infectious disease and chronic care disease programs. These positions will be staffed at the RN level (see Quality Control Plan).
- f. Schedule and unscheduled off-site services: CorrectHealth operates a state-of-the-art system that coordinates and tracks and validates specialty care, consultations, procedures and emergency room visits.
- g. CorrectHealth will arrange emergency visits, care, orders, records and discharge summaries.
- h. Infirmary Services: CorrectHealth operates infirmary services that meet and exceed national standards.
- i. Medication Services: CorrectHealth plans to partner with the local pharmacy Quick Rx.
- j. Ancillary Diagnostic Services: CorrectHealth will utilize various diagnostic services to complete necessary functions.
- k. Health Education: CorrectHealth provides health education to not only inmates, but Detention center staff, and healthcare staff as well.
- l. Dental Services: CorrectHealth will utilize Coastal Health Solutions/Lester Jackson DDS to provide dental services.
- m. Medical Discharge Planning: CorrectHealth Utilizes discharge practices that conform to national standards.
- n. Mental Health/Psychiatric Services-The CorrectHealth Mental Health Plan includes suicide prevention, intake screening, primary care, chronic disease management, medications, crisis intervention, individual and group treatment, treatment planning, discharge planning, and community collaborations with Gateway Behavioral Health (see Mental Health Plan).
- o. Staff credentialing and training: the maintenance of professional licensing and certifications will be maintained.
- p. All staff will be properly credentialed and licensed and perform duties within their scope of practice.
- q. CorrectHealth will work with the county to fully implement an electronic health record management system.
- r. CorrectHealth utilizes a continuous quality improvement and management program that meets accreditation standards.
- s. CorrectHealth will work with the county to fully implement complete medical records management system to include electronic health record, and work with the health information exchange obligations to include routine healthcare and health administration, data and information, quality performance reports, mortality reviews. All inmate deaths will be reviewed by an outside qualified healthcare professional.
- t. CorrectHealth has a proven track record to operate comprehensive healthcare delivery systems that collaborate with all aspects of inmate care.
- u. Emergency Response, Drills and Management: CorrectHealth healthcare professionals will respond, aid and assist on the campus of the CCDC. Routine drills for emergency response and disaster will be conducted to meet accreditation standards.

3. Minimum Qualifications

CorrectHealth meets all of the minimum Qualifications and provides no exceptions.

4. CorrectHealth has gained significant expertise in the provision of inmate healthcare in the last fifteen (15) years, allowing us to effectively partner with our clients. At the Company level, we have over 200 combined years of experience in health care management, corrections and provider services.

CorrectHealth has grown from managing the healthcare in a single facility to the oversight of correctional healthcare for nearly 15,000 Inmates in 42 facilities in the Southeast. CorrectHealth is the largest, private provider of correctional healthcare services in the States of Georgia and Louisiana. These facilities range in average daily populations from 40 to over 1000. The services provided include medical, dental, mental health, personnel, pharmaceuticals, telehealth, specialty care, ancillary on-site services, materials and equipment. Our experience permits us to customize a correctional healthcare program that fits best with the operational needs of the CCDC, while providing healthcare services that adhere to nationally recognized standards and comply with all constitutional rights to healthcare that are afforded to incarcerated individuals.

CorrectHealth has been providing comprehensive healthcare to detention centers and prisons for the last 15 years and serves populations from 40 to 3500.

- b. CorrectHealth has significant experience obtaining and maintaining national and State accreditations from (NCCCHC) the National Commission on Correctional Healthcare and (MAG) Medical Association of Georgia. We have achieved accreditation for 100% of our clients that have chosen to do so and have never lost on accreditation.
- c. CorrectHealth's standard operating procedures meet and exceed the standards set forth by the National Commission on Correctional Healthcare and the Medical Association of Georgia.
- d. Our Executive Medical Director has not only completed a residency in family practice but is also a board certified family practice physician. Our Medical Director for CCDC will also be Board Certified.
- e. with the CorrectHealth corporate office being located in the State of Georgia our corporate leaders and clinical services team have experience with short startups. Please see our transition plan located in Tab VI. our team of clinical professionals are not only available to assist during transitions but are able to come to aid at any time of need, for example accreditation surveys, disaster and emergency drills, real-life disasters, transitions etc.
- f. Stacy Blackman, our Chief Legal Officer administers a proactive approach to inmate litigation and risk management. Our systems and process have proven very successful.
- g. CorrectHealth has a broad experience on custom designing healthcare plans for correctional facilities. Being led by strong clinical leaders CorrectHealth gets it when it comes to matching the best uses of clinical systems and services with stewardship of costs and expenses. Our unique approach to clinical processes have proven to be very efficient and economical.

The CorrectHealth staffing plan will:

1. Ensure consistent constitutionally adequate levels of health assessment and care including right to treatment of serious medical needs; right to access medical care; and right to professional medical judgment.
2. Ensure consistent compliance with the federal Constitutional Rights for Institutionalized Persons Act (CRIPA), American Disabilities Act (ADA) and Prison Rape Elimination Act (PREA).
3. Ensure adequate program administrative and supervisory oversight
4. Ensure that no licensed or certified staff work beyond their respective scope of practice
5. Mitigate real and potential civil liability
6. Ensure timely and efficacious access to and levels of qualified health care services for the inmate population (volume and medical need)
7. Facilitate successful MAG accreditation reviews

The following is the CorrectHealth proposed staffing plan:

5. Healthcare Plan

CorrectHealth will implement a written health care plan with clear objectives, policies, procedures, and will complete an annual evaluation of compliance. The healthcare program will meet and exceed the standards established by the National Commission on Correctional Healthcare. Providing all documentation is current from the previous vendor CorrectHealth will make every effort to obtain accreditation by (NCCHC) the National Commission on Correctional Healthcare and (MAG) the Medical Association of Georgia.

- A. CorrectHealth will maintain an open and cooperative relationship with the Detention center administration, staff and Sheriff's office.
- B. CorrectHealth will provide a comprehensive program for continuing staff education to include cross training with custody staff.
- C. CorrectHealth will maintain complete and accurate records of care, healthcare statistics will be analyzed on a regular basis.
- D. CorrectHealth will operate the healthcare program in a humane manner with respect to the inmates' right to basic healthcare services.
- E. CorrectHealth will implement a site-specific emergency response plan, staff will be educated, trained and drilled on how to execute the ERP.

6. Inmate Custody and Security

CorrectHealth is aware the primary responsibility for inmate custody and security rests with the staff of the Chatham County Sheriff's office, and we are also aware that all matters pertaining to medical and dental treatment and care of inmates belongs to the medical provider. CorrectHealth pledges to work hand-in-hand with the Detention center staff and administration to provide a seamless operation.

7. Standards

The healthcare delivery system will conform to the state standards for medical services that are provided in correctional institutions as established by the Department of Corrections and other appropriate statements orders, in addition the healthcare delivery system will conform to the standards of will render emergency care at any location on the Chatham County sheriffs detention Center property services in detention centers established by the National Commission on Correctional Healthcare.

8. Segregated Inmates

CorrectHealth will render emergency care throughout the CCDC property. With proper security CorrectHealth will also examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate.

9. Security Assistance

CorrectHealth is aware that the CCDC is responsible for custody and security of the inmates at all times, however staff will assist and cooperate with Detention center staff and communicate any security risks or concerns.

10. Policies and Procedures

CorrectHealth will work along with the CCDC, Detention center administration and staff to educate and enforce all relevant policies of the Chatham County Sheriff's Department and CCDC. CorrectHealth has specific policies and procedures in place for the following functions:

- A. Drug and syringe security.
- B. Alcohol and drug medical detoxification.
- C. The care and treatment of inmates with special medical needs, including but not limited to, individuals with hepatitis, epilepsy, physical handicaps, those infected with the human immunodeficiency virus (HIV) and those with any other disease that can be sexually transmitted.
- D. Suicide prevention.
- E. The use of physical restraints.
- F. Care and treatment of individuals suffering from any mental illness, disease or injury, including, but not limited to, those inmates presenting a danger to themselves or others.

11. Emergency Response Plan/Emergency Preparedness

- A. CorrectHealth will provide one mass disaster recovery drill annually so that over a three year period all shifts have participated.
- B. CorrectHealth will perform a man down drill annually on each shift.
- C. A critique of the mass disaster recovery drill and the man down drill will be reviewed in staff meetings and also provided to custody staff.
- D. CorrectHealth will provide written policies and procedures for drills to the healthcare and custody staff and will coordinate and involve all in the drill exercise process.

CorrectHealth is experienced in managing staff and operations in multiple sites simultaneously for emergency and disaster relief. CorrectHealth also has significant experience in responding to and managing emergency medical teams during natural disasters. CorrectHealth has developed its own disaster response team to provide personnel, supplies, medications and other resources in case of a catastrophic event. We have responded to natural and man-made disasters in Georgia and in Louisiana

such as bomb threats, hurricanes, tornadoes, and floods. We currently employ qualified healthcare professionals and consequently, have access to a large number of staff with expertise in all aspects of healthcare.

- Licensed Physicians
- Licensed Physician Assistants
- Licensed Nurse Practitioners
- Licensed RNs and LPNs
- Licensed Paramedics
- Certified Nurse Aides
- Licensed Behavioral Health Nurses
- Licensed Behavioral Health Aids
- Respiratory Care Therapists
- Social Workers and Counselors
- Clerical and Administrative Staff
- Staffing Specialists

With our corporate headquarters is located in Georgia, and a strong correctional healthcare footprint all over the state it is possible for us to respond immediately to the Chatham County Detention Center. This sets CorrectHealth apart from the other correctional healthcare companies.

CorrectHealth has practiced and activated teams needed for various responses, coordinating all logistics for the Teams, including, but not limited to, training, transportation, supplies, equipment, lodging and subsistence. After the catastrophic devastation caused by Hurricane Katrina in 2005, CorrectHealth was called in to emergently assume responsibility for the healthcare of the inmates of Jefferson Parish and Plaquemines Parish in Louisiana. During this experience, we were able to hone our Disaster Plan and implement additional contingencies not previously considered. The result is that we now have a Comprehensive Disaster Plan that includes extensive logistical plans for disasters, including evacuations and healthcare relief efforts, we continue to provide these services today. With the Chatham County Detention Center being part of a coastal city our experience with operations, resources, cooperation and logistics responding to a Hurricanes is a tremendous benefit to Chatham County.

- Communications system
- Recall of key staff to the site
- Assignment of health care staff
- Establishment of a triage system
- Health records - identification of the
- Ambulance services/EMS system
- Transfer of injured to hospital
- Evacuation procedures to be determined in collaboration with Security personnel
- A back-up plan
- Use of emergency equipment and supplies injured
- Regular practice drills

General Requirements for All Team Members. CorrectHealth provides Training of basic disaster skills, National Incident Management System (NIMS)-Incident Command Structure (ICS-100), and current American Heart Association approved CPR. All Team members are immuno-competent at the time of deployment.

Our Emergency Response Plan provides contingencies for all of the following natural and manmade disaster scenarios:

- Snow
- Rain
- Flood
- Land Slide
- Fire
- Tornado
- Hurricane
- Earthquake
- Terrorist Attack
- Lack of Fuel
- Chemical Spill
- Industrial Disaster

CorrectHealth will identify the need for goods and services and will coordinate all contingencies through current vendors and the National Strategic Stockpile if needed. CorrectHealth stands ready to assist any of our facilities and keep operations running smooth and efficiently.

12. Third Party Reimbursement

CorrectHealth understands it may seek reimbursement for services provided under this contract from any available third party including the State of Georgia, any County of the state of Georgia, Blue Cross and/or Blue Shield. CorrectHealth understands the administration of the Chatham County Sheriff will cooperate in these efforts and CorrectHealth will share their plan for seeking Reimbursement and inform of the impact on the County.

13. Healthcare services will comply with national and State accreditation standards, (NCCHC) the National Commission on Correctional Healthcare and (MAG) the Medical Association of Georgia.

14. Healthcare services will be provided in full compliance with HIPPA and/or the most current privacy protection practices.

15. CorrectHealth will recruit, interview, hire, train and supervise all health care staff. Such health care staff will be adequate to meet the conditions and specifications of this contract all medical staff providing services under this contract will be licensed to practice in the State of Georgia. At a minimum, a full-time, on-site health services administrator shall be provided who shall have general responsibility for the successful delivery of healthcare system for the CCDC, pursuant to this contract.

16. CorrectHealth will recruit, interview and hire a Board certified or Board eligible psychiatrists to provide mental health services to inmates of the CCDC the services required of the selected psychiatrist will include:

17. Psychiatrist along with the CorrectHealth mental health team will assist in developing and implementing policies which ensure appropriate comprehensive mental health care in compliance with all applicable State and Federal laws concerning such care. The team also developed and be responsible for all standing mental health care orders.

18. Psychiatrist will provide comprehensive mental health care on-site and via tele mental psychiatry, to diagnosis, treat, and prescription of appropriate medications. The visit shall be as long as necessary to provide proper mental health care to those inmates in need of treatment.

19. Psychiatrist will be on call as required to provide emergency treatment of inmates at the CCDC On a 24 hour basis.

20. Our mental health team will perform the necessary mental health care that will enable the detention Center to maintain MAG and NCCHC accreditation.

21. Psychiatrist shall perform his services to the standards of the community.

22. Psychiatrist will perform all duties, treatment, care and supervision of his capacity as detention Center Psychiatrist as an independent contractor and not as an employee of Chatham County Georgia.

23. Psychiatrist will provide a prognostic consultation including individual assessment and treatment as may be indicated.

24. CorrectHealth in concert with the psychiatrist, mental health services evaluation of the mental health section.

25. The Mental Health Team will provide diagnosis or referrals to State Mental Health facilities for those inmates requiring more extensive treatment.
26. Our Mental Health Team will complete training in security procedures relevant to a detention Center environment.
27. Mental Health will prescribe medication and/or other treatment as may be indicated.
28. The Mental Health Team will participate in detention Center staff meetings as requested by Sheriff.
29. The Mental Health Team will coordinate and collaborate with the Medical Director, Director of Nursing, and Health Services Administrator.
30. The Mental Health Team will advise the detention Center administrators of any potential situation which could place inmates and staff in jeopardy.
31. CorrectHealth will furnish copies of licenses and certifications of all medical staff members assigned to the Detention Center at the time the staff member is assigned. Staff members will be assigned to duties that conform to their scope of practice. All employees will have completed a pre-employment drug screen and will be susceptible to random drug screens throughout their employment. CorrectHealth affirms that all staff members will have sufficient qualifications and experience to perform the duties required under this agreement. CorrectHealth will affirm that all medical and health care providers supplied by Provider shall meet all local, state, and federal laws, rules, and regulations related to personnel.
32. A Receiving Screening will be conducted on all new commitments to the CCDC before the inmate enters the general population. The screening will be conducted by a qualified medical professional. CorrectHealth agrees to furnish 24 hour (RN) Registered Nurse coverage on the intake unit. The Receiving Screening shall include:
 33. Documentation of current illness and health problems, including medications taken, and special health requirement. Receiving screening shall include the indemnification of prior mental health and substance abuse problems, prior treatments received, prescribed medications, suicidal tendencies, violent or disruptive behavior and possible need for further referral. Following this initial determination of need, the inmates may be referred to the mental health staff as clinically Appropriate;
 34. Behavioral observations, including state of consciousness, mental status, and whether the inmate is under the influence of alcohol or drugs;
 35. Notation of body deformities, trauma markings, bruises, ease of movement, etc.
 36. Conditions of skin including trauma markings, bruises, lesions, rashes, and needle marks or other indications of drug abuse should be noted.
 37. A standard form will be used for purposes of recording the information of the receiving screening and will be included in the health record of the inmate and;
 38. Referral of the inmate for special housing, emergency health services, or additional medical specialties will be made as appropriate.

CorrectHealth proposes the completion of a history and physical prior to transfer to the general population. This process has proven to be very successful and proactive as part of the healthcare delivery system.

39. CorrectHealth will perform a comprehensive health assessment on any inmate confined at the CCDC while in Intake and before transfer to general population. Such assessment shall be performed by a qualified healthcare professional at a minimum the comprehensive health assessment shall include:
40. Review of the Receiving Screening results by the Program Administrator or responsible physician;
41. Additional data necessary to complete a standard history and physical;
42. Tuberculosis and venereal disease testing;
43. Screening tests for tuberculosis, venereal disease and Human Immunodeficiency Virus (HIV), as well as urinalysis will be performed, as clinically indicated. Screening tests for HIV will be conducted when deemed necessary by the contract physician
44. Additional lab work as directed by the physician for particular medical or health problems;
45. Additional tests as required, based on the original screening tests;
46. Height, weight, pulse, blood pressure and temperature;
47. The health assessment of females will also include:
 - A. Inquiry about menstrual cycle and unusual bleeding, the current use of contraceptive, medications, the presence of an IUD, breast masses and nipple discharge, and possible pregnancy;
 - B. Any abnormal results of the Health Assessment shall be reviewed by a physician for appropriate disposition.
49. Documentation of mental health concerns and behavior observations.
50. A CorrectHealth physician will perform employment physicals on any new employees of the CCDC as requested by the administration.
51. CorrectHealth will administer a two-step PPD test on all Sheriff Office employees on an annual basis. CorrectHealth staff will also be responsible for administering the test and reading the results. CorrectHealth will indicate the per employee cost for this in Step Two with their cost proposal.
52. CorrectHealth will identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to inmates inside or outside the CCDC. CorrectHealth agrees to administer emergency medical care at the CCDC to any employee or visitor of the CCDC who requires such care.

53. CorrectHealth will identify the need, schedule, coordinate and pay for any inpatient hospitalization of any inmate of the CCDC, subject to the defined catastrophic limits, if applicable. This will include all institutional charges, physician charges and any and all other additional charges. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided. CorrectHealth will provide cap on their catastrophic insurance coverage per individual and in aggregate. Fee proposals in Step 2 will consider the cost to Chatham County with and without catastrophic coverage.

Note: CorrectHealth has experience with and is prepared to provide coverage for total catastrophic hospitalization risk, partial or aggregate risk, or risk capped on a per patient basis. Further, if provided claims data from Chatham County, we are willing to quote pre-incarceration risk.

54. CorrectHealth will identify the need, schedule, coordinate and pay for all physician services rendered to inmates inside or outside the CCDC. At a minimum, we will also identify a "responsible physician" who shall conduct sick call and generally provide such care as is available in the community. The "responsible physician" or other covering physician shall be on call seven (7) days per week, twenty-four (24) hours per day for emergency situations. Please see our Request for Medical Services Policy and Procedure in **Tab V**.

55. CorrectHealth will identify the need, schedule, coordinate and pay for all supporting diagnostic examinations, both inside and outside the CCDC. CorrectHealth will also provide and pay for all laboratory services, as indicated.

56. CorrectHealth will provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests. This would include inpatient or outpatient hospitalization, appropriate monitoring and prescription of appropriate medications, consultations with specialty physicians, etc.

57. CorrectHealth will identify the need, schedule, coordinate and pay for the services of an Optometrist, as needed. CorrectHealth will provide any inmate with one pair of ordinary glasses if prescribed.

58. CorrectHealth will provide a dental program for the entire inmate population. The program shall provide for basic dental services including extraction, fillings and oral hygiene. Basic dental care service is available 20 hours per week. Emergency dental services shall be available on a 24-hour a day basis. Dental screening shall be given to all inmates within fourteen (14) calendar days of his or her admission to the CCDC. A dental screening shall include charting decayed, missing and filled teeth, and taking a dental history of the inmate. A dental record shall be maintained as part of the medical record of the inmate. Within ninety (90) calendar days of admission, a dental examination shall be performed by a Dentist. Annual dental examinations shall be performed on each inmate.

59. Chatham County may consider a separate contract for pharmaceuticals. In step 2, cost proposals shall be requested with and without a pharmaceutical delivery system. CorrectHealth Will be capable of providing a total pharmaceutical system for the CCDC beginning with the physicians prescribing of medication, the filling of the prescription, the dispensing and administration of medication, and the necessary record keeping. The Provider shall be responsible for the costs of

all drugs prescribed by the provider's physicians and dentists. Pharmaceutical system shall include prescription medications and over-the counter medications. All prescription medications shall be prescribed by the responsible physician or dentist and shall be administered by licensed medical staff.

60. CorrectHealth will provide a medical detoxification program for drug and/or alcohol addicted inmates, which program shall be administered only on CCDC property.

61. CorrectHealth will provide and pay for all non-capital equipment and supplies used in the health care delivery system administered under this contract.

62. CorrectHealth will maintain complete and accurate medical and dental records. The current Provider provides electronic maintenance of medical records utilizing "Catalyst" software, or any Electronic Medical Record of choosing by Chatham County. At the end of the contract, CorrectHealth understands the obligation to provide an offline copy of all data related to the inmates of the County. CorrectHealth will account for the electronic maintenance of medical records in the proposal and all costs associated with transferring data. The CCDC shall have access to these records. The CorrectHealth Legal Team will work with the County Attorney to resolve any Medical associated legal matters.

63. CorrectHealth will provide a consultation service to Chatham County Sheriff's Office on any and all aspects of the health care delivery system at the CCDC including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate pharmaceutical and other systems, and on any other matter relating to this contract upon which the Chatham County Sheriff's Office seeks the advice and counsel of the Provider.

64. CorrectHealth will insure that appropriate staff is available to provide the health care services as defined in this proposal. At a minimum, this includes screening of all newly admitted inmates, 24 hour coverage in the intake, medical unit and infirmary, and 40 hour per week nursing coverage in all inmate housing units in the Detention Center.

65. CorrectHealth will describe the impact of the Affordable Care Act and any other recent legislation on your costs and how it impacts inmate care. Federal law 42 CFR 435.1009 generally prohibits claiming federal Medicaid funds, commonly referred to as Federal Financial Participation (FFP) for health care services provided to inmates residing in correctional facilities. However, this federal prohibition does not apply to the time period the individual is admitted to a medical institution, provided that stay is for no less than a 24-hour period, or expected to be for a 24-hour period.

Utilizing Medicaid benefits to cover an eligible inmate's hospital stay allows facilities to shift a portion of the cost of care to federal dollars rather than the limited state dollar. Under CMS eligibility rules, inmates who are age (65) or older, blind, disabled or pregnant, would meet technical eligibility requirements and be potentially eligible for Medicaid coverage of their inpatient acute care.

The Affordable Care Act has provided states with the option to create a new coverage group for childless adults. If Georgia elects to implement this option, it is feasible to assume most all inmates would be eligible for Medicaid coverage if inpatient acute care increases greatly.

Even without expansion this is a pathway ready for exploring. States have the option and have been

encouraged to suspend coverage for a Medicaid recipient when they enter an ineligible facility; unfortunately many eligibility systems have not been advanced enough to suspend coverage. In addition, the federal mandate requiring eligibility be re-determined annually has historically made this option unappealing to states, as it increased the workload of front line eligibility workers.

The Affordable Care Act has provided states with funding to build more innovative eligibility systems, and mandated the use of a simplified application process that will rely, to the maximum extent possible, on electronic data matches. The rule further requires states to utilize these online matches for the annual renewal period. Barriers that have historically created obstacles to the maximization of this path are being removed by automation. CorrectHealth is eager to partner with Chatham County Detention Center to begin a work group with the Department for Medicaid Service to identify the most efficient, automated method for maximizing federal dollars.

66. CorrectHealth will utilize telehealth to its full advantage. CorrectHealth has pioneered a state of the art telemedicine system within correctional facilities. Our correctional facilities are now realizing the benefit of an expanded healthcare delivery system that includes telehealth services more than the tele-psychiatry that most companies offer. 60% of our facilities are now conducting live, real-time clinical consults with specialty physicians conducting sick call, chronic care clinics and follow-up consults that have historically required off-site visits. Telehealth not only reduces the security costs of transporting prisoners to offsite providers, it also eliminates the need for providers to set up their offices with separate entrances and treatment areas to segregate prisoners from the provider's general patient population. This often causes providers to opt out of treating prisoners.

EXHIBIT B – STAFFING MATRIX

Chatham County Detention Center – Staffing Matrix		
Personnel	FTE	Hrs/ Wk
Medical Providers		
Medical Director	1.00	40
Nurse Practitioner	1.00	40
Nurse Practitioner Women's Health	0.10	4
Oversite Operations		
Health Services Administrator	1.00	40
Director of Nursing RN	1.00	40
Education/CQI/Infection Control	1.00	40
AA – General Office/HR	1.00	40
Intake		
RN AP H&Ps	2.10	84
RN PA H&Ps	2.10	84
LPN AP	2.10	84
LPN PA	2.10	84
Clinic		
RN Sick Call	1.00	40
LPN Sick Call	1.00	40
LPN – Court Education/Releases/Labs	1.00	40
Infirmary		
RN AP House Supervisor	2.10	84
RN PA House Supervisor	2.10	84
LPN AP	2.10	84
LPN PA	2.10	84
CMA Flex* AM	2.10	84
Housing Unit Staff		
LPN AP	10.50	420
Medical Records		
Health Information Supervisor	1.00	40
Health Information Tech	1.00	40
Mental Health		
Psychiatrist	0.50	20
CNS Mental Health	0.50	20
Licensed Professional Counselor	3.80	152
Dental		
Dentist	0.50	20
Dental Hygienist	0.50	20
Totals	46.30	1852

Additionally, Provider agrees to have a nocturnist on staff at all times.

EXHIBIT C – STAFFING PERFORMANCE GUARANTEES

CorrectHealth will comply with the performance requirements stipulated in the RFP and acknowledges the penalties for failure to meet any of the following:

Staffing Vacancies

Performance Objective

Provider must maintain staffing outlined in minimum staffing requirements for 90% of the minimum monthly staffing hours

Measure

Monthly Provider Staffing Report by Position

Penalty

The daily use of the salary and benefits plus 25% except for the RN and psychiatrist position. Failure to maintain staffing of the RN and psychiatrist position will result in a penalty of twice the daily value of salary and benefits.

Intake Screening

Performance Objective

Receiving screening must be completed on all detainees within 4 hours.

Measure

Monthly Provider Report comparing booking time Stamp to pre-screening time stamp

Penalty

\$500 per occurrence

Medications

Performance Objective

Provide/administer pharmaceutical drugs within two hours of scheduled time.

Measure

Monthly Provider Report

Penalty

\$100 per occurrence of late or non-dispensing of Pharmaceutical drugs

NCCHC Accreditation

Performance Objective

Achieve/Maintain NCCHC Accreditation and MAG Accreditation

Measure

Accreditation status

Penalty

A penalty of \$25,000 shall be imposed for the Detention Center being placed on a probationary status and a penalty of \$50,000 if the Detention Center loses their accreditation. This penalty will be imposed annually until accreditation has been reestablished.

EXHIBIT D – ELECTRONIC HEALTH RECORDS LETTER OF INTENT

This letter of intent ("Letter of Intent") sets forth an agreement and commitment by Chatham County ("County") Curtis V. Cooper Primary Care ("Cooper"); CorrectHealth ("CorrectHealth"); and Fusion Consulting, a GE Healthcare Partner, ("Fusion"), each a ("Party") and collectively referred to herein as the ("Parties").

The Parties agree that Fusion will install, implement and modify its GE Centricity Practice Solutions software and provide Fusion Correctional Clinical Content ("GE Centricity EHR System"), collectively referred to herein as the ("Services"), for its operation as a healthcare information system for the Chatham County Detention Center. This Letter of Intent shall constitute an inducement for Fusion to install said GE Centricity Practice Solutions software and modify it with Fusion's proprietary Correctional Clinical Content (with fifty (50) hours of Fusion customization included) for its applicable use in the Chatham County Detention Center. CorrectHealth will cooperate and provide necessary information and assistance, as required by Fusion, for Fusion to perform its Services for Chatham County Detention Center.

In order to achieve the implementation of said Services, the following actions shall be taken by the respective Parties:

1. County, pursuant to a contract with CorrectHealth for inmate healthcare services for the Chatham County Detention Center, CorrectHealth will be paid through the County contract with CorrectHealth for services in the amounts set forth in Appendix 1, less any amount of payment the County shall pay directly to Fusion for services contained in Appendix 1.
2. County, as an inducement for Fusion to begin installation, implementation of GE Centricity EHR System shall make a direct payment of \$50,000 to Fusion within fifteen (15) days of Effective Date of Letter of Intent. The \$50,000 payment to Fusion by County is non-refundable. In consideration of this \$50,000 non-refundable payment by County, CorrectHealth and Fusion agree to operate in good faith and cooperate with each other to completely and expeditiously ensure the smooth installation and implementation of the GE Centricity EHR System within the Chatham County Detention Center.
3. Cooper agrees that on or by December 31, 2016, Cooper will execute such documents as may be necessary to sell twenty-five (25) licenses to GE Centricity Records Management System, for and in consideration of one (1) dollar, to CorrectHealth for the benefit and use of CorrectHealth and County pertaining to the medical records management of the Chatham County Detention Center.
4. Upon request, Fusion provides CorrectHealth the opportunity to negotiate and enter into a separate licensing agreement for acquirement of temporary GE Centricity licenses to accommodate any anticipated "gap" period of functionality between Go-Live/acceptance of GE Centricity EHR System (Estimated: August 1, 2016 or sooner if deemed necessary by County) and transferal of twenty-five (25) licenses from Cooper to CorrectHealth on or about December 31, 2016.
5. CorrectHealth, for and in consideration of one (1) dollar, agrees that on or by January 1st, 2017, CorrectHealth will execute the necessary documents for the transfer of twenty-five (25) licenses for the GE Centricity Records Management acquired from Cooper to Fusion.

6. In consideration of CorrectHealth's transfer of the GE Centricity Records Management System formerly owned by Cooper to Fusion, Fusion will install, implement, and modify the GE Centricity EHR System for its applicable use by CorrectHealth in providing healthcare services to the Chatham County Detention Center.

7. Should the contract between County and CorrectHealth as it pertains to inmate health services terminate for any reason, then all right, title, interest, and ownership to use of the GE Centricity EHR System by CorrectHealth will be transferred and conveyed to County for and in consideration of one (1) dollar. Fusion understands and acknowledges that in the event of termination of the contract between County and Correct Health, that Fusion will cooperate in the transfer of the GE Centricity EHR System to County and provide service to said system. Upon termination of contract between County and CorrectHealth, any subsequent transfer services of GE Centricity EHR System performed by Fusion for County will constitute a separate agreement between County and Fusion, of which said transfer services will be billed by Fusion to County at Fusion's then current work-and-materials rate, unless otherwise negotiated. It is the intent of Correct Health and County that should for any reason the inmate health services contract terminate, that all right, title, and interest in said GE Centricity EHR System shall be owned by County.

To further demonstrate good faith and fair dealing, the Parties agree to:

1. Cooperate in all matters relating to the Services detailed herein;
2. Provide, such access as may reasonably be requested by Fusion for the purposes of performing the Services;
3. Respond promptly to any requests by Fusion to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Fusion to perform Services;
4. Provide such materials and/or information as Fusion may request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
5. Ensure that all equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant legal or industry standards or requirements as applicable.

Acts or Omissions of Parties:

1. If Fusion's performance of its Services is prevented or delayed by any act or omission of Parties or its agents, subcontractors, consultants or employees, Fusion shall not be deemed in breach of its obligations, withheld payment for Services provided, or otherwise liable for any costs, charges or losses sustained or incurred by Parties, in each case, to the extent arising directly or indirectly from such prevention or delay.

Non-Disclosure of Confidential Information:

1. Parties recognize and acknowledge in exercise of due diligence under this Letter of Intent they may or will have access to confidential information concerning the structure and conduct of the business of Parties (including, but not limited to proprietary information, lists of customers or patients, and costs and financial information) which prior to and after the consummation of the Services will be valuable, special and unique to each respective Party. Respectively to the extent permitted by law. Parties agree they will not disclose, and will use their best efforts to prevent disclosure by any other person, of confidential information to any person, except to authorized representatives of Parties necessary to enable Services required to GE Centricity EHR System for use in the Chatham County Detention Center. This non-disclosure agreement by Parties applies whether or not such further and other agreements are formed and Services are performed and/or completed.

Attached to this Letter of Intent, labeled as Appendix 1, is a schedule of a one-time installation/implementation cost that will be the responsibility of Correct Health to Fusion, by and through its contract with County, and the schedule of annual and recurring maintenance, support, and hosting fees which shall be responsibility for payment by County to Fusion through the contract with CorrectHealth.

This Letter of Intent expresses the wishes and intent of the parties to reach an agreement for the transfer of the necessary licenses and Implementation/modification of the GE Centricity EHR System so as to make it operational within the Chatham County Detention Center. The Parties pledge their cooperation each to the County, Sheriff and all other parties.

This Letter of Intent shall become effective as of the last signature date set forth below ("Effective Date") and will remain in effect for fifteen (15) days. Upon Effective Date, Parties shall prepare such further and other agreements as are necessary or advisable to give effect to this Letter of Intent. Such definitive agreement(s) shall contain inter alia the terms and conditions set out herein and such other terms, conditions, representations and warranties which may be required to perform Services and which may be agreed upon by the corresponding Parties, acting reasonably. In the event that such definitive agreement(s) required to perform Services are not entered into by Parties within fifteen (15) days of the signing of this Letter of Intent, the terms and conditions contained herein will be of no further force and effect. The Parties will have no further obligations with respect to this Letter of Intent except to abide by the following confidentiality provisions. The Parties have the good faith obligation to proceed with the negotiation of the definitive services agreement(s) as provided in this Letter of Intent.