

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN NEW AGREEMENT FOR INMATE HEALTH CARE SERVICES AND RESCINDING PRIOR AGREEMENT

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, on the 4th day of June, 2013 the Board approved Resolution number 2013-160 approving and authorizing the Chairman to sign an agreement for inmate health care services with Correctional Healthcare Companies, Inc. (CHC); and

WHEREAS, in order to coordinate existing inmate healthcare contracts with the new CHC agreement, the effective date of the CHC contract needs to be changed to September 4, 2013; and,

WHEREAS, CHC is in agreement with the new effective date of September 4, 2013 and has signed a revised agreement to reflect same, a copy of which is attached hereto; and,

WHEREAS, the Sarpy County Law Enforcement Center (SCLEC) requires qualified inmate health care professionals to provide for the medical necessities of those housed at the SCLEC; and

WHEREAS, the medical personnel with CHC have the experience, resources and qualifications to provide the required inmate health care services.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that in order to maintain contract efficiency and coordinate existing healthcare contracts with the revised CHC agreement, Resolution number 2013-160 approved by this Board on June 4, 2013 is hereby rescinded.

BE IT FURTHER RESOLVED that the revised, attached agreement for inmate healthcare services with CHC is approved and accepted; and

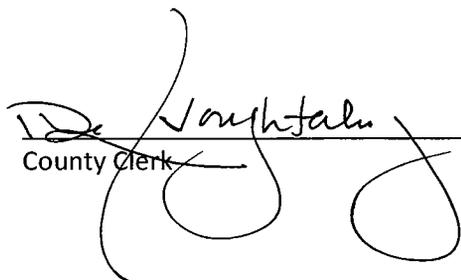
BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign the revised agreement with CHC, on behalf of this Board and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 2nd day of July 2013.


Sarpy County Board Chairman



Attest
SEAL


County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349

Debby Peoples, Asst. Purchasing Agent
(402) 593-4164

Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476

Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Inmate Health Care Services – Revised Agreement Date

On June 4, 2013 the County Board approved an agreement with Correctional Healthcare Companies (CHC) for the provision of Inmate Health Care Services. Through discussions with CHC it was determined that the existing staffing contracts need to be terminated. Two of the contracts (psychiatric and psychological services) will be terminated effective September 4, 2013. Physician Services will be terminated effective October 4, 2013; however, CHC will work with the contractor to either incorporate them as a subcontractor or by other means assures the County will not pay for their last month of services.

To accommodate the termination date, the new agreement has an effective start date of September 4, 2013. This is recommended for approval.

June 25, 2013

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Capt. Williamson

6200 S. Syracuse Way #440. Greenwood Village, CO 80111

June 20, 2013

Via Priority Mail

Sarpy County
Attn: Beth Garber- Senior Buyer/ Contract Administrator
1210 Golden Gate Drive
Papillion, NE 68046

Re: Inmate Health Services Agreement

Dear Ms. Garber:

As requested, enclosed please find two (2) originals of the Inmate Health Care Services Agreement with Exhibit A and Business Associate Agreement signed by Douglas D. Goetz.

Please have the contracts signed and dated where indicated for full execution, then return one fully-executed original of each to:

Correctional Healthcare Companies, Inc.
Attn: Legal Department
6200 South Syracuse Way, Suite 440
Greenwood Village, CO 80111

If you have any questions and/or concerns, please feel free to contact me. Thank you for your quick response to this matter.

Sincerely,



Jennifer Mix
Client Contracting Specialist
Correctional Healthcare Companies, Inc.
6200 South Syracuse Way, Suite 440
Greenwood Village, CO 80111
Phone: 720-622-8039
Fax: 720-458-3433
Jennifer.mix@correctioncare.com

Enclosure(s):

Inmate Health Care Services Agreement and Business Associate Agreement. (2 Originals)

AGREEMENT FOR INMATE HEALTH CARE SERVICES
AT SARPY COUNTY, NEBRASKA
Effective September 4, 2013 through June 30, 2015

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

RECITALS

WHEREAS, the COUNTY and the duly elected Sheriff (hereinafter the "SHERIFF") are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Sarpy County Sheriff's Office - Law Enforcement Center located at 1208 Golden Gate Drive, Papillion, Nebraska (hereinafter, "JAIL"); and

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

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

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

DEFINITIONS

INITIAL CONTRACT PERIOD – The initial, nine (9) month and twenty-seven (27) day period beginning September 4, 2013 through June 30, 2014.

CONTRACT YEAR – Any successive, twelve (12) month period beginning July 1, 2014.

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

COVERED PERSONS – An INMATE/DETAINEE of the JAIL who is: (1) part of the JAIL's average daily population; and (2) incarcerated in the JAIL.

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

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

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

NCCHC – The National Commission on Correctional Health Care.

ARTICLE I
HEALTH CARE SERVICES

- 1.0 SCOPE OF SERVICES. CHC shall administer health care services and related administrative services at the JAIL according to the terms and provisions of this AGREEMENT.
- 1.1 GENERAL HEALTH CARE SERVICES. CHC will arrange and bear the cost of the following health care services:
- 1.1.1 RECEIVING SCREENING. A receiving screening of an INMATE/DETAINEE shall be performed as soon as possible after the INMATE/DETAINEE's booking into the JAIL.
- 1.1.2 HEALTH ASSESSMENT. A health assessment of a COVERED PERSON shall be performed as soon as possible, but no later than fourteen (14) calendar days after the INMATE/DETAINEE's arrival at the JAIL. The health assessment shall follow current NCCHC guidelines.
- 1.1.3 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and in a clinical setting.
- 1.1.4 MENTAL HEALTH CARE. CHC shall arrange and bear the cost of on-site mental health services for COVERED PERSONS which shall include evaluations, referrals, crisis management, suicide intervention, individual therapy, community linkage and continuity of care. CHC shall not be responsible for the provision or cost of any off-site or inpatient mental health services. The COUNTY or other responsible party shall be responsible for the provision and cost of off-site or inpatient mental health services for the JAIL POPULATION.
- 1.1.5 OFFICE SUPPLIES. CHC shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.

ARTICLE II
HEALTH CARE STAFF

- 2.0 STAFFING HOURS. CHC shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article I as set forth in the staffing plan set forth in Exhibit A, attached hereto and made a part hereof. CHC reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operational needs to provide the health care services under this AGREEMENT.
- 2.0.1 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.
- 2.0.2 CHC shall provide or arrange for the provision of an on-call Physician and/or Registered Nurse - Nursing Supervisor available by telephone or pager, 24 hours per day and 7 days per week.

- 2.0.3 CHC shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of CHC, after such reasonable efforts have been made, shall not constitute a breach of this AGREEMENT.
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the SHERIFF and CHC.
- 2.2 STAFF SCREENING. The COUNTY and SHERIFF shall screen CHC's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the JAIL to ensure they do not constitute a security risk. The SHERIFF shall have final approval of CHC's HEALTH CARE STAFF, employees, agents and/or subcontractors in regards to security/background clearance.
- 2.3 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the SHERIFF becomes dissatisfied with any member of the HEALTH CARE STAFF, the SHERIFF shall provide CHC written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CHC shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the SHERIFF within ten (10) business days following CHC's receipt of the notice, CHC shall remove the individual from providing services at the JAIL within a reasonable time frame considering the effects of such removal on CHC's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The SHERIFF reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.

ARTICLE III
ADMINISTRATIVE SERVICES

- 3.0 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. CHC shall conduct an ongoing health and mental health education and training program for the COUNTY Deputies and Jailers in accordance with the needs mutually established by the COUNTY and CHC. Training shall be provided by methods and intervals determined by CHC.
- 3.1 QUARTERLY REPORTS. As requested by the SHERIFF, CHC shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the JAIL POPULATION.
- 3.2 QUARTERLY MEETINGS. As requested by the SHERIFF, CHC shall meet quarterly, or as soon thereafter as possible, with the SHERIFF, or designee, concerning health care services within the JAIL and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
- 3.3 MEDICAL RECORDS MANAGEMENT. CHC shall provide the following medical records management services:

- 3.3.1 **MEDICAL RECORDS.** CHC HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the JAIL to another location for off-site services or transferred to another institution. CHC will keep medical records confidential and shall not release any information contained in any medical record except as required by published JAIL policies, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the SHERIFF, as property of the SHERIFF's office.
- 3.3.2 **COMPLIANCE WITH LAWS.** Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.
- 3.3.3 **RECORDS AVAILABILITY.** As needed to administer the terms of this AGREEMENT, CHC shall make available to the SHERIFF or COUNTY, unless otherwise specifically prohibited, at the SHERIFF's or COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the JAIL POPULATION hereunder.

ARTICLE IV

PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 **GENERAL.** Except as otherwise provided in this AGREEMENT, CHC shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.
- 4.1 **TESTING AND INOCULATIONS FOR JAIL EMPLOYEES.** CHC shall administer Tuberculosis skin testing, Influenza inoculations, Hepatitis inoculations, Tetanus inoculations and Pertussis (Whooping Cough) inoculations to JAIL employees. Costs for said tests and inoculations which are administered to JAIL employees shall be the responsibility of the COUNTY. Any Amounts paid by CHC will be periodically reconciled with the COUNTY pursuant to Paragraph 8.1.1.
- 4.2 **EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS.** CHC shall arrange for on-site first response emergency medical care as required for JAIL employees, contractors and visitors to the JAIL. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

ARTICLE V

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT (Intentionally Omitted)

ARTICLE VI

COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 **SERVICES NOT LISTED.** Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. CHC shall not be responsible for any expenses not specifically covered under Articles I, II and III of this AGREEMENT. In the event that any of the health care services not covered by CHC under

Articles I, II and III, or any services that are not listed within this AGREEMENT, are required for a member of the JAIL POPULATION as a result of the medical judgment of a physician or CHC authorized personnel, CHC shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.

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

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

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, JAIL, and SHERIFF and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The COUNTY and the SHERIFF shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CHC shall identify to the SHERIFF those members of the JAIL POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the JAIL or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the SHERIFF shall make every effort to have such an INMATE/DETAINEE released, transferred or otherwise removed from the correctional setting.
- 7.2 RECORD ACCESS. During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the SHERIFF shall provide CHC, at CHC's request, the COUNTY, JAIL and/or SHERIFF'S records (including medical records) relating to the provision of health care services to the JAIL POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the JAIL POPULATION (to the extent the COUNTY, JAIL or SHERIFF has control of, or access to, such records). CHC may request such records in connection with the investigation of, or defense of, any claim by a third party related to CHC's conduct or to prosecute a claim against a third party. Any such information provided by the SHERIFF to CHC that the SHERIFF considers confidential shall be kept confidential by CHC and shall not, except as may be required by law, be distributed to any third party without prior written approval by the SHERIFF.

- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. INMATES/DETAINEES of the JAIL shall not be employed or otherwise engaged or utilized by either CHC or the SHERIFF in rendering any health care services to the JAIL POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the JAIL POPULATION and not involving access to JAIL POPULATION records in accordance with NCCHC standards.
- 7.4 SECURITY OF THE JAIL AND CHC. CHC and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CHC, as well as for the security of the JAIL POPULATION and SHERIFF'S staff, consistent with a correctional setting. The SHERIFF shall provide security sufficient to enable CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the SHERIFF while at the JAIL or other premises under the SHERIFF's direction or control. However, any CHC HEALTH CARE STAFF, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this AGREEMENT if such person reasonably feels that the current safety services are insufficient. CHC shall not be liable for any loss or damages resulting from CHC's HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.
- 7.5 SHERIFF'S POLICIES AND PROCEDURES. CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY'S and/or SHERIFF'S posted security Policies and Procedures, which impact the provision of medical services.
- 7.5.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CHC at the JAIL, and CHC may make a reasonable number of copies of any specific section(s) it wishes using the SHERIFF'S photocopy equipment and paper.
- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the JAIL POPULATION which has not been made available to CHC shall not be enforceable against CHC unless otherwise agreed upon by both parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to CHC. CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CHC.
- 7.5.4 If any of the COUNTY and/or SHERIFF's Policies and Procedures specifically relate to the delivery of medical services, the COUNTY and/or SHERIFF's representative and CHC shall review the COUNTY and/or SHERIFF's Policies and Procedures and modify or remove those provisions that conflict with CHC's Jail Health Care Policies and Procedures.
- 7.6 DAMAGE TO EQUIPMENT. CHC shall not be liable for loss of or damage to equipment and supplies of CHC, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY and/or SHERIFF's employees.

- 7.7 SECURE TRANSPORTATION. The SHERIFF shall provide security as necessary and appropriate in connection with the transportation of a member of the JAIL POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by CHC. CHC shall coordinate with the SHERIFF's office for transportation to and from the off-site services provider or hospital.
- 7.8 OFFICE EQUIPMENT AND SUPPLIES. The SHERIFF shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the JAIL health care facilities. At the termination of this AGREEMENT, CHC shall return to the COUNTY possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 7.9 NON-MEDICAL CARE OF JAIL POPULATION. It is understood that the SHERIFF shall provide for all the non-medical personal needs and services of the JAIL POPULATION as required by law. CHC shall not be responsible for providing, or liable for failing to provide, non-medical services to the JAIL POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.10 JAIL POPULATION INFORMATION. In order to assist CHC in providing the best possible health care services to COVERED PERSONS, the SHERIFF shall provide, as needed, information pertaining to the COVERED PERSON that CHC and the SHERIFF mutually identify as reasonable and necessary for CHC to adequately perform its obligations under this AGREEMENT.

ARTICLE VIII
COMPENSATION/ADJUSTMENTS

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to CHC under this AGREEMENT is Four Hundred Twenty-Two Thousand Five Hundred Ten Dollars and sixty-four cents (\$422,510.64) for a period of twelve (12) months. The amount to be paid by the COUNTY to CHC for the INITIAL CONTRACT PERIOD shall be Three Hundred Forty-Eight Thousand Five Hundred Seventy-One Dollars and twenty-eight cents (\$348,571.28). The September, 2013 monthly payment shall be Thirty-One Thousand Six Hundred Eighty-Eight Dollars and thirty cents (\$31,688.30) and each subsequent monthly payment shall be at Thirty-Five Thousand Two Hundred Nine Dollars and twenty-two cents (\$35,209.22), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CHC on the 4th day of September, 2013 for services administered in the month of September, 2013. Each monthly payment thereafter is to be paid by the COUNTY to CHC before or on the 1st day of the month of the month of service.
- 8.0.1 Year 2. Effective July, 2014 the base annual amount to be paid by the COUNTY to CHC in Year 2 shall be the annual amount of Year 1, plus an increase based on CPI but not to exceed 5.0% of the annual amount as defined in paragraph 8.0.1.1. CHC shall notify the COUNTY of any price increase sixty (60) days prior to the end of the INITIAL CONTRACT PERIOD.

8.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index (as defined below) for the month which is four months immediately preceding the AGREEMENT renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the AGREEMENT renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

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

8.1.1 ADJUSTMENT FOR JAIL EMPLOYEE INOCULATIONS. The quarterly reconciliation shall include any amounts paid by CHC, pursuant to Paragraph 4.1, for Tuberculosis skin testing, Influenza inoculations, Hepatitis inoculations, Tetanus inoculations and Percussis (Whooping Cough) inoculations administered to the JAIL employees. The compensation payable to CHC by the COUNTY shall be increased by any costs paid by CHC for said testing and inoculations.

ARTICLE IX **TERM AND TERMINATION**

9.0 TERM. The term of this AGREEMENT shall be from September 4, 2013 at 12:01 a.m. through June 30, 2015 at 11:59 p.m. This AGREEMENT shall automatically renew for additional one year periods on July 1st of each subsequent year with mutually agreed upon increases, unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article.

9.0.1 RENEWAL. Upon each subsequent renewal of this AGREEMENT pursuant to paragraph 9.0, the parties have agreed to an increase based on CPI but not to exceed 5.0% of the annual amount as defined in paragraph 9.0.1.1. CHC shall notify the COUNTY of any price increase sixty (60) days prior to the renewal term.

9.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index (as defined below) for the month which is four months immediately preceding the AGREEMENT renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the AGREEMENT renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

- 9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the BOARD of the COUNTY.
- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CHC, the COUNTY and the SHERIFF shall act in good faith and make every effort to give CHC reasonable advance notice of any potential problem with funding or appropriations.
- 9.1.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY and SHERIFF may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CHC.
- 9.2 TERMINATION DUE TO CHC'S OPERATIONS. The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to CHC in the event that CHC discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.
- 9.3 TERMINATION FOR CAUSE. The AGREEMENT may be terminated for cause under the following provisions:
- 9.3.1 TERMINATION BY CHC. Failure of the COUNTY and/or SHERIFF to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by CHC upon sixty (60) days advance written notice to the COUNTY specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, the COUNTY shall have ten (10) days to provide a written response to CHC. If the COUNTY provides a written response to CHC which provides an adequate explanation for the "basis for termination" and the COUNTY cures the "basis for termination" to the satisfaction of the CHC, the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to CHC.
- 9.3.2 TERMINATION BY COUNTY. Failure of CHC to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the SHERIFF or the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice CHC shall have ten (10) days to provide a written response to the COUNTY. If CHC provides a written response to the COUNTY which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the SHERIFF, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the SHERIFF or the COUNTY.
- 9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the SHERIFF, the COUNTY or CHC may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days advance written notice to the other party.

- 9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay CHC for all services rendered by CHC up to the date of termination of the AGREEMENT regardless of the COUNTY'S failure to appropriate funds.
- 9.6 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this AGREEMENT, CHC shall be allowed to remove its property from the JAIL including its proprietary Policies and Procedures, Manuals, Training Material, and Forms and COUNTY agrees to maintain as confidential all CHC materials, documents or reports marked as confidential or proprietary.

ARTICLE X
LIABILITY AND RISK MANAGEMENT

- 10.0 INSURANCE COVERAGE. CHC shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:
- 10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/ Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.0.3 WORKER'S COMPENSATION. The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.
- 10.0.4 AUTOMOBILE LIABILITY. Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The COUNTY is to be named as an additional insured on the insurance coverage required under this section.
- 10.1 ENDORSEMENTS. The Comprehensive General Liability policy shall contain additional endorsements naming the COUNTY as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.
- 10.2 PROOF OF INSURANCE. CHC shall provide the COUNTY proof of professional liability or medical malpractice coverage for CHC's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. CHC shall promptly notify the SHERIFF, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CHC fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY or the SHERIFF pursuant to the terms of Article IX.

- 10.3 INDEMNIFICATION. CHC agrees to indemnify and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of CHC, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this AGREEMENT. The COUNTY agrees to indemnify and hold harmless CHC, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of COUNTY, its agents, employees, or independent contractors. The COUNTY and SHERIFF agree to promptly notify CHC in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY and SHERIFF agree that CHC's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to CHC as set forth above. Upon written notice of claim, CHC shall take all steps necessary to promptly defend and protect the COUNTY and SHERIFF from an indemnified claim, including retention of defense counsel, and CHC shall retain sole control of the defense while the action is pending, to the extent allowed by law.
- 10.4 HIPAA. CHC, the COUNTY, JAIL, and SHERIFF and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. The COUNTY, JAIL and SHERIFF and their employees and agents shall indemnify and hold harmless CHC from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, the SHERIFF and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of CHC.

ARTICLE XI
MISCELLANEOUS

- 11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY or SHERIFF to exercise control or direction over the manner or methods by which CHC, its employees, agents or subcontractors perform hereunder, or CHC to exercise control or direction over the manner or methods by which the COUNTY or the SHERIFF, and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT.
- 11.1 SUBCONTRACTING. In performing its obligations under the AGREEMENT, it is understood that CHC is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements CHC may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this AGREEMENT. CHC shall engage Contract Professionals that meet the applicable professional licensing requirements and CHC shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this AGREEMENT. Contract Professionals

shall provide clinical services under this AGREEMENT in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise.

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

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

If for COUNTY:
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046

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

- 11.9 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to the conflicts of laws or rules of any jurisdiction.
- 11.10 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Agreement on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.
- 11.11 SURVIVAL. The following provisions will survive any termination or expiration of the AGREEMENT: Article VIII, Article IX and Article X.
- 11.12 COUNTERPARTS. This AGREEMENT may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.13 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.14 SEVERABILITY. In the event that any one or more provisions of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.15 RESIDENCY VERIFICATION. CHC agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. CHC is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

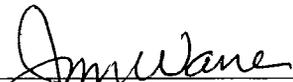
11.16 CONFLICT OF INTEREST. Pursuant to Neb Rev. Stat. §23-3113 (Reissue 2012), the parties hereto declare and affirm that no officer, member, or employee of the COUNTY, and no member of its governing body, and no other public official of the COUNTY who exercises any functions or responsibilities in the review or approval of the undertaking described in this AGREEMENT, or the performing of services pursuant to this AGREEMENT, shall participate in any decision relating to this AGREEMENT which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the COUNTY, nor any member of its governing body, have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

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

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Sarpy, Nebraska

By: 
Jim Warren
Title: Chair Sarpy County Board
Date: 7/2/2013

Correctional Healthcare Companies, Inc.

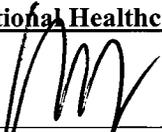
By: 
Douglas D. Goetz
Title: Chief Executive Officer
Date: 6/19/13

EXHIBIT A

**MINIMUM STAFFING PATTERN FOR
SARPY COUNTY SHERIFF'S OFFICE- LAW ENFORCEMENT CENTER, NEBRASKA
(Effective September 4, 2013)**

Position	Hours / Week	Total FTE's
Physician	4.0	0.10
Registered Nurse (RN)- Nursing Supervisor	40.0	1.0
Licensed Practical Nurse (LPN)	140.0	3.50
Mental Health Professional	8.0	0.20
Mental Health Nurse Practitioner	4.0	0.10

**BUSINESS ASSOCIATE AGREEMENT BETWEEN
CORRECTIONAL HEALTHCARE COMPANIES, INC.
AND SARPY COUNTY, NEBRASKA**

PURSUANT TO THE Health Insurance Portability and Accountability Act ("HIPAA") of 1996, P.L. 104-191, and its implementing regulations, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 (hereinafter the "HIPAA Privacy Rule"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") of 2009, P.L. 111-5, (cumulatively the "Health Privacy Laws"), Correctional Healthcare Companies, Inc., (hereinafter "Covered Entity") and Sarpy County, Nebraska (hereinafter, "Business Associate"), (jointly "the Parties") wish to enter into an Agreement that addresses the requirements of the HIPAA Privacy Rule with respect to "Business Associates," as that term is defined in the HIPAA Privacy Rule.

I. BACKGROUND AND PURPOSE

The Parties have entered into one or more contracts for the Covered Entity to administer inmate health care services for the Business Associate (the "Underlying Contract(s)") which require Covered Entity to create, have access to, and maintain Protected Health Information (hereinafter "PHI") that is subject to the Health Privacy Laws. This Agreement shall supplement each of the Underlying Contract(s) only with respect to Business Associate's receipt and use of PHI under the Underlying Contract(s) to allow Covered Entity to comply with the Health Privacy Laws.

The Parties acknowledge and agree that in connection with the Underlying Contract(s), the Parties may create, receive use or disclose PHI as set forth in the HIPAA Privacy Rule.

PHI does not include health information that has been de-identified in accordance with the standards for de-identification provided for in the HIPAA Privacy Rule.

Therefore the Parties agree as follows:

II. DEFINITIONS

1. All capitalized terms of this Agreement shall have the meanings as set forth in the HIPAA Privacy Rule, unless otherwise defined herein.

III. GENERAL TERMS

1. In the event of inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Privacy Rule, as may be expressly amended from time to time by the Department of Health And Human Services (HHS) or as a result of interpretations of HHS, court or regulatory agencies, such mandatory terms of the HIPAA Privacy Rule shall prevail. In the event of a conflict among the interpretation of these entities, the conflict shall be resolved in accordance with rules of precedence.
2. Where provisions of this Agreement are different from those mandated by HIPAA Privacy Rule, but are nonetheless permitted by the Rule, the provisions of the Agreement shall control.
3. Except as expressly provided in the HIPAA Privacy Rule or this Agreement, this Agreement does not create any rights in third parties.

IV. SPECIFIC REQUIREMENTS

1. To the extent applicable to this Agreement, Business Associate agrees to comply with the Health Privacy Laws, the Administrative Simplification provisions of the HIPAA, and any current and future regulations promulgated under either HITECH or HIPAA, including without limitation the Federal Privacy Regulations, and the Federal Electronic Transactions Regulations, all as may be amended from time to time.

2. Business Associate shall not disclose PHI to any member of its workforce, unless Business Associate has advised such a person of Business Associate's obligation under this section and of the consequences of such action and for Business Associate of violating them. Business Associate shall take appropriate disciplinary action against any member of the workforce who uses or discloses PHI in violation of the Agreement.
3. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate and Business Associate may disclose PHI provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as allowed by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Business Associate agrees to enter into any further agreements as reasonably necessary to facilitate compliance with the Health Privacy Laws.
5. Business Associate agrees to establish appropriate administrative, technical, and physical safeguards to prevent the use or disclosure and to protect the confidentiality of PHI it receives from Covered Entity, and to prevent individuals not involved in the proper management and administration of the Business Associate from using or accessing the PHI. Business Associate shall provide Covered Entity such information concerning these safeguards as Covered Entity may from time to time request, and shall upon reasonable request give Covered Entity access, for information and copying, to Business Associate's facilities used for the maintenance and processing of PHI. This includes, but is not limited to, PHI for the purpose of determining Business Associate's compliance with this Agreement.
6. Business Associate agrees that it will immediately report to Covered Entity any use or disclosure of PHI received from Covered Entity that is not authorized by or otherwise constitutes a violation of this Agreement of which Business Associate becomes aware.
7. Business Associate agrees that if Covered Entity determines or has a reasonable belief that Business Associate may have used, made a decision or permitted access to PHI in a way that is not authorized by this Agreement, then Covered Entity may in its sole discretion require Business associate to: (a) promptly investigate and provide a written report to Covered Entity of the Business Associate's determination regarding any alleged or actual unauthorized disclosure access, or use; (b) cease such practices immediately; (c) return to Covered Entity, or destroy, all PHI; and (d) take any other action Covered Entity deems appropriate. Notwithstanding the above, Business Associate shall mitigate, to the extent feasible, any harmful effect that is known to the Business Associate.
8. Business Associate understands that Covered Entity is subject to State and Federal laws governing the confidentiality of PHI. Business Associate agrees to abide by all such laws, whether or not fully articulated herein, and to keep the PHI in the same manner and subject to the same standards as is required of Covered Entity.
9. Business Associate may use and/or disclose PHI that is De-Identified, as that term is defined in the current version of the Privacy Regulations, or as changed from time to time through written amendment, which includes the removal of all the identifiers listed in the Privacy Regulations so that Covered Entity could not have actual knowledge that the information could be used, alone or in combination with other data, to identify an individual.

10. Business Associate shall maintain a record of all authorizations and disclosures of PHI not otherwise provided for in this Agreement or the Underlying Contract(s), including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to Covered Entity on request.
11. Business Associate shall report to Covered Entity any unauthorized use or disclosure of PHI by Business Associate or its workforce or Business Associates, and the remedial action taken or proposed to be taken with respect to such use or disclosure.
12. Business Associate agrees that within thirty (30) days of receiving a written request from Covered Entity it will provide PHI necessary for Covered Entity to respond to an individual's request for access to PHI about the individual.
13. Business Associate agrees that, within fifteen (15) days of a request being made, it will provide Covered Entity with any PHI requested by Covered Entity as acquired during the term of services. In case of request subsequent to the termination of services, if Covered Entity shows requested PHI is pertinent to and necessary for the defense of claim(s) against the Covered Entity.
14. Business Associate agrees to make available the information required to provide an accounting of disclosure in accordance with applicable law within sixty (60) days of a written request by Covered Entity.
15. Business Associate agrees that it will use all reasonable efforts to limit its request for PHI to the minimum amount of PHI necessary to achieve the purpose of which the request is made.

V. TERM AND TERMINATION

1. Term. The Term of this Agreement shall be effective September 4, 2013, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within such reasonable period of time as shall be specified by Covered Entity; or
 - b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
3. Effect of Termination.
 - a) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further

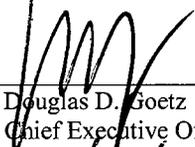
uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. MISCELLANEOUS

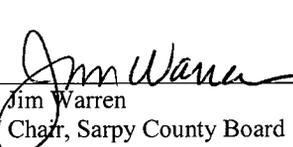
1. Regulatory References. A reference in this Agreement to a section in the Health Privacy Laws means the section as in effect or as amended.
2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Privacy Laws or any applicable court decision.
3. Survival. The respective rights and obligations of Business Associate under Section V(3) of this Agreement shall survive the termination of this Agreement.
4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Health Privacy Laws.
5. Indemnification. Business Associate will indemnify and hold Covered Entity (including Covered Entity's Board of Directors, individually and collectively, and its officers, employers, agents, and other representatives, individually and collectively) harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorney's fees and punitive damages which may arise against Covered Entity as a result of any violation of this Agreement by Business Associate. Covered Entity will indemnify and hold Business Associate (including Business Associate's Board of Directors, individually and collectively, and its officers, employers, agents, and other representatives, individually and collectively) harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorney's fees and punitive damages which may arise against Business Associate as a result of any violation of this Agreement by Covered Entity.
6. Assignment. No assignment of this Agreement of the rights and obligations hereunder shall be valid without the specific written consent of both Parties, provided, however, that this Agreement may be assigned by Covered Entity to any successor entity operating Covered Entity, and such assignment shall forever release Covered Entity hereunder.
7. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
8. Severability. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names or their official acts by their respective representatives, each of who is duly authorized to execute the same.

Covered Entity
Correctional Healthcare Companies, Inc.

By: 
Name: Douglas D. Goetz
Title: Chief Executive Officer
Date: 6/20/13

Business Associate
County of Sarpy, Nebraska

By: 
Name: Jim Warren
Title: Chair, Sarpy County Board
Date: 7-2-2013

uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

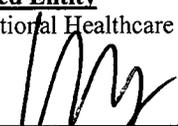
VI. MISCELLANEOUS

1. Regulatory References. A reference in this Agreement to a section in the Health Privacy Laws means the section as in effect or as amended.
2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Privacy Laws or any applicable court decision.
3. Survival. The respective rights and obligations of Business Associate under Section V(3) of this Agreement shall survive the termination of this Agreement.
4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Health Privacy Laws.
5. Indemnification. Business Associate will indemnify and hold Covered Entity (including Covered Entity's Board of Directors, individually and collectively, and its officers, employers, agents, and other representatives, individually and collectively) harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorney's fees and punitive damages which may arise against Covered Entity as a result of any violation of this Agreement by Business Associate. Covered Entity will indemnify and hold Business Associate (including Business Associate's Board of Directors, individually and collectively, and its officers, employers, agents, and other representatives, individually and collectively) harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorney's fees and punitive damages which may arise against Business Associate as a result of any violation of this Agreement by Covered Entity.
6. Assignment. No assignment of this Agreement of the rights and obligations hereunder shall be valid without the specific written consent of both Parties, provided, however, that this Agreement may be assigned by Covered Entity to any successor entity operating Covered Entity, and such assignment shall forever release Covered Entity hereunder.
7. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
8. Severability. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names or their official acts by their respective representatives, each of who is duly authorized to execute the same.

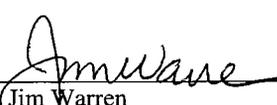
Covered Entity

Correctional Healthcare Companies, Inc.

By: 
Name: Douglas D. Goetz
Title: Chief Executive Officer
Date: 6/20/13

Business Associate

County of Sarpy, Nebraska

By: 
Name: Jim Warren
Title: Chair, Sarpy County Board
Date: 7-2-2013