HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Flagler County Sheriff's Office, Florida (hereinafter referred to as "Sheriff"), and Southern Correctional Medicine, a Georgia corporation, (hereinafter referred to as "SCM"), is entered into as of the 31st Day of May. Services under this Agreement shall commence on May 31, 2019, and shall continue through September 30, 2021, in accordance with Section 6.1.

WITNESSETH:

WHEREAS, Sheriff is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Sheriff's inmate facility (hereinafter called "Jail") and,

WHEREAS, SCM is in the business of providing correctional health care services under contract and desires to provide such services for Sheriff under the express terms and conditions hereof.

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

ARTICLE I: HEALTH CARE SERVICES

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- 1.1 <u>General Engagement.</u> Sheriff hereby contracts with SCM. The responsibility of SCM for medical care of an inmate commences with the booking and physical placement of said inmate into the Jail. The Sheriff and SCM enters into this Agreement according to the terms and provisions hereof.
- 1.2 <u>Scope of General Services.</u> SCM shall provide health care services for all persons committed to the custody of the Jail, except those identified in paragraph 1.8. SCM shall provide and/or arrange for all professional medical, mental health, dental and related health care and administrative services for

the inmates. Including the following: regularly scheduled sick call, comprehensive health evaluation of each inmate, nursing care, regular physician care, detoxification, hospitalization, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein.

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The Sheriff shall notify an SCM staff member of any care provided outside the jail to an inmate prior to booking and SCM will provide utilization and management in accordance with this Agreement. SCM will be available by phone 24/7 to address Sheriff's concerns about inmates. Note: An individual shall be medically cleared for admittance into the Jail when medically stable and the individual's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed in the Jail.

- 1.3 <u>Pharmacy Services.</u> On a monthly basis SCM shall submit all received and adjudicated costs from all pharmacy/medications to Sheriff for payment.
- 1.4 <u>Dental Services.</u> SCM will contract with a dentist, approved by the Sheriff, to provide necessary dental care. On a monthly basis SCM shall submit all received and adjudicated costs from dental care to Sheriff for payment.
- 1.5 <u>X-Ray and Laboratory Services</u>. SCM will provide on-site x-rays at no expense to the Sheriff. SCM will provide formulary labs listed on attached Formulary Laboratory List. Off-site X-ray and non-formulary laboratories will be the expense of the Sheriff.
 - 1.6 Specialty Services. In addition to providing the general services

described above, SCM by and through its licensed health care providers shall arrange for specialty medical services for inmates at the Jail. In the event non-emergency specialty care is required and cannot be rendered as deemed necessary, SCM shall make arrangements with Sheriff for the transportation of the inmates in accordance with Section 1.13 of this Agreement, and Sheriff will be financially responsible for such off-site specialty medical care and services.

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- 1.7 <u>Hospitalization/Emergency Services.</u> SCM will make arrangements for emergency and hospitalization services for any inmate who in the opinion of the SCM medical provider requires such services. Sheriff shall be financially responsible for expenses incurred off-site.
- 1.8 <u>HIV and Other Illness, Testing</u>. SCM will test and screen for HIV disease and other health hazards as directed by SCM Medical Provider. All expenses incurred will be the financial responsibility of the Sheriff.
- 1.9 <u>Cost for Treatment Incurred Prior to Incarceration</u>. SCM will not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail. If an inmate is arrested but requires medical treatment outside the jail prior to formal booking SCM will monitor the care and adjudicate any claims prior to submission for payment.
- 1.10 Off-Site Care. When an inmate receives medical care off-site, SCM shall not be financially responsible for the costs or care but shall monitor the care and adjudicate any claims prior to submission to and payment by Sheriff.
- 1.11 <u>Elective Medical Care.</u> SCM is not responsible for providing elective medical care to inmates, unless expressly contracted for by the Sheriff. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of SCM's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being.

Any referral of inmates for elective medical care must be reviewed by Sheriff prior to provision of such services.

- 1.13 Transportation Services. To the extent any inmate requires off-site non- emergency health care treatment including, but not limited to, hospitalization care and specialty services, Sheriff will, upon prior request by SCM, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, SCM shall arrange all emergency ambulance transportation of inmates in accordance with Section 1.6 of this Agreement.
- 1.14 <u>Licensure, Certification, and Registration of Personnel</u>. All personnel provided by SCM is required to be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable State law.
- 1.15 Inmate and Facility Staff Education. SCM will provide health education for inmates at the Jail. SCM staff will provide relevant training to the Sheriff's staff as required by accrediting bodies. SCM will also provide correctional staff with health care training such as CPR and First Aid if desired by Sheriff.
- 1.16 Obligation of SCM: SCM's services shall be designed to meet the standards developed by FMJ and FCAC. SCM shall fully cooperate with the Sheriff in all efforts to maintain formal accreditation of the Jail healthcare program. Sheriff will be financially responsible for the payment of any fees for maintaining or renewing accreditation.

ARTICLE 11: PERSONNEL

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2.1 <u>Staffing.</u> SCM shall provide medical, technical and support

personnel as necessary for the rendering of health care services to inmates at the Jail as described and required by this Agreement. The attached staffing chart includes the agreed upon staffing matrix necessary to provide the health care and support services required by the Jail for the average daily population (ADP) listed in this Agreement. Should the average daily population increase by 10% over an ADP of 225, SCM reserves the right to renegotiate the contract if additional staffing is necessary. All personnel provided or made available by SCM to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Florida law.

- 2.2 <u>Background Checks</u>, <u>Badges and Visitor Passes</u>: Any person providing services through SCM under this agreement shall be subject to and must successfully pass a background check performed by Sheriff prior to being allowed to work within the Jail. Any person providing services through SCM shall be issued by Sheriff and shall visibly wear at all times within the Jail, an identification badge. SCM shall return identification badges and/or visitor passes immediately after an employee's, subcontractor's, independent contractor's or per diem employee's resignation, removal, termination and/or re-assignment.
- 2.3 Sheriff's Satisfaction with Health Care Personnel. If Sheriff becomes dissatisfied with any health care personnel provided by SCM hereunder, or by any independent contractor, subcontractors or assignee, SCM, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from Sheriff, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to Sheriff, SCM shall remove or shall cause any independent contractor, subcontractor, or assignees to remove the individual about whom Sheriff has expressed dissatisfaction. Should removal of an individual become necessary, SCM will be allowed reasonable time, prior to removal, to find an acceptable replacement,

without penalty or any prejudice to the interests of SCM.

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- 2.4 <u>Use of Inmates in the Provision of Health Care Services.</u> Inmates shall not be employed or otherwise engaged by either SCM or Sheriff in the direct rendering of any health care services.
- 2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, SCM will engage certain health care professionals as independent contractors rather than as employees. Sheriff consents to such subcontracting or delegation. As the relationship between SCM and these health care professionals will be that of independent contractor, SCM will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. SCM will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, SCM shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of SCM under this Agreement, SCM shall provide Sheriff proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least two million dollars (\$2,000,000) coverage per occurrence and four million dollars (\$4,000,000) aggregate.
- 2.6 <u>Discrimination.</u> During the performance of this Agreement, SCM, its employees, agents, subcontractors, and assignees agree as follows:
 - a. None will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ARTICLE III REPORTS AND RECORDS

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- 3.1 Medical Records. SCM shall cause and require a complete and accurate medical record for each inmate who has received health care services. Each medical record shall be the property of the Sheriff and shall be maintained in accordance with applicable laws and Sheriff's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to Sheriff as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, SCM shall comply with applicable law and Sheriff's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by SCM except as provided by Sheriff's policy, by a court order, or otherwise in accordance with the applicable law. SCM shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with Sheriff. However, Sheriff shall provide SCM with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation. Sheriff will provide, maintain, update and pay all costs associated with maintaining and electronic medical record (EMR) for SCM's use.
- 3.2 <u>Inmate Information.</u> Subject to the applicable State law, in order to assist SCM in providing the best possible health care services to inmates, Sheriff will provide SCM with information pertaining to inmates that SCM and

Sheriff mutually identify as reasonable and necessary for SCM to adequately perform its obligations hereunder.

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3.3 Public Records. SCM shall make available to Sheriff, at Sheriff's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. SCM acknowledges it is familiar with the provisions of Florida and federal public records laws and agrees to comply fully. Specifically SCM agrees to keep and maintain public records that ordinarily and necessarily would be required by Sheriff in order to perform the services under this Agreement; provide the public access to public records in the same terms and conditions Sheriff would provide the records, at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes or as otherwise provided by law; ensure that public records that are exempt and confidential and exempt from public disclosure requirements are not disclosed except as required by law; meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of SCM at the termination of the Agreement and destroy any duplicate public records that are exempt or confidential. If SCM keeps and maintains public records upon completion of the Agreement, SCM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Sheriff, upon request from Sheriff's custodian of public records, in a format that is compatible with the information technology systems of Sheriff. If SCM does not does not comply with any request for public records, either from the public or Sheriff, SCM may be subject to penalties under Florida Statute § 119.10. Further, SCM shall be responsible for all costs, fees, claims, attorney's fees, defense costs or any other cost associated with denial of access to public records held by SCM. Proprietary information developed by SCM shall remain the property of SCM; however SCM understands public records law may still require the disclosure of proprietary information pursuant to a request for public records. Any proprietary information disclosed to Sheriff must be marked as such with the applicable statutory exemption from

disclosure. Sheriff shall not be liable in any way to SCM for the disclosure of information pursuant to a request for public records.

IF SCM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VIGILANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 437-4116 OR

<u>PUBLICRECORDSREQUEST@FLAGLERSHERIFF.COM</u>, P.O. BOX 879, BUNNELL, FLORIDA 32110

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

ARTICLE IV: SECURITY

4.1 <u>General.</u> SCM and Sheriff understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SCM as well as for the security of inmates and Sheriff's staff, consistent with the correctional setting. Sheriff will take all reasonable steps to provide sufficient security to enable SCM to safely and adequately provide the health care services described in this Agreement. It is expressly understood by Sheriff and SCM that the provision of security and safety for the SCM

personnel is a continuing precondition of SCM's obligation to provide its services in a routine, timely, and proper fashion.

4.2 <u>Security During Transportation Off-Site.</u> Sheriff will provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the Jail and any other location for off-site services as contemplated herein.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

- 5.1 <u>General.</u> Sheriff agrees to provide SCM with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone and fax line, internet, and utilities and Sheriff will provide necessary maintenance and housekeeping of the office space and facilities.
- 5.2 <u>Delivery of Possession.</u> Sheriff will provide to SCM, beginning on the date of commencement of this Agreement, possession and control of all Sheriff medical and office equipment and supplies in place at the Jail's health care unit. At the termination of this or any subsequent Agreement, SCM will return to Sheriff's possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.
- 5.3 Provide and Maintain Equipment. Sheriff is responsible for providing and maintaining an AED and EKG on-site. Sheriff must provide office desk, chair, small refrigerator, computer, fax/scanner/printer, filing cabinet, and exam bed. Except for the equipment and instruments owned by Sheriff at the inception of this Agreement any equipment or instruments required by SCM during the term of this Agreement shall be purchased by SCM at its own cost. At the end of this Agreement, or upon termination, Sheriff shall be entitled to purchase SCM's equipment and instruments at an amount

determined by a mutually agreed depreciation schedule.

5.4 <u>Loss of Equipment and Supplies.</u> Sheriff shall not be liable for loss of or damage to equipment and supplies of SCM, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of Sheriff or its employees.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

- 6.1 <u>Term.</u> This Agreement shall commence on May 31, 2019 at 0900 and shall end on September 30, 2021.
- 6.2 <u>Termination.</u> This Agreement may be terminated as otherwise provided in this Agreement or as follows:
 - (A) Termination by agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - (B) Termination by Cancellation. This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice in accordance with Section 9.3 of this Agreement.
 - (C) Annual Appropriations and Funding. This Agreement may be subject to the annual appropriation of funds by the Flagler County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then Sheriff shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.
 - (D) Sheriff shall have the option to terminate the contract upon the sale of contractor's company.

6.3 <u>Responsibility for Inmate Health Care.</u> Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Jail, will be transferred from SCM to Sheriff.

ARTICLE VII. COMPENSATION.

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- Base Compensation. Sheriff will pay to SCM the annualized base price of \$212,000.00 for services rendered under this agreement between May 31, 2019 and September 30, 2019, an annualized sum of \$636,000.00 for services rendered under this agreement between October 1, 2019 and September 30, 2020 and an annualized sum of \$655,080.00 for services rendered between October 1, 2020 through September 30, 2021. All sums are payable in monthly installments. Monthly installments during the initial term of this Agreement effective May 31, 2019, through September 30, 2019, will be in the amount of \$53,000.00 each month. Monthly installments for October 1, 2019 through September 30, 2020 will be in the amount of \$53,000.00 each month. Monthly installments for October 1, 2020 through September 30, 2021 will be in the amount of \$54,590.00 each month. SCM will bill Sheriff approximately 30 days prior to the month in which services are to be rendered. Sheriff agrees to pay SCM prior to the fifth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SCM will be pro-rated accordingly for the shortened month.
- 7.2 Increases in Inmate Population. Sheriff and SCM agree that the annual base price is calculated based upon an average daily inmate population of up to 225. If the average daily inmate population exceeds 225 inmates, then the compensation payable to SCM by Sheriff shall be increased by a per diem rate of \$1.75 for each inmate over 225. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts

taken. The excess over an average of 225, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SCM for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent months' services.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases that the inmate population consistently increases by 10% or more, SCM reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Jail Administrator, Sheriff and other involved Sheriff officials, and following appropriate notification to Sheriff.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.

8.1 <u>Insurance.</u> At all times during this Agreement, SCM shall maintain professional liability insurance covering SCM for its work at Sheriff, its employees and its officers in the minimum amount of at least two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate. In the event that the coverage changes, SCM will notify the Sheriff in writing. SCM will also notify Sheriff, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the

limits agreed to with the Sheriff. SCM shall provide a Certificate of Insurance evidencing the above policy levels and shall name Sheriff as an additional insured.

8.2 Indemnity. In the event that any lawsuit, claim, loss, demand, cost, charge or expense (whether frivolous or otherwise) is pursued against Sheriff, its elected officials, employees and agents based on or containing any allegations concerning SCM's medical care of inmates and the performance of SCM's employees, agents, subcontractors or assignees, the parties agree that SCM, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law. SCM will fully indemnify and hold harmless and fund all costs of defense of Sheriff, their respective employees and officers from any lawsuit, claim, loss, demand, cost, charge or expense based on or containing any allegations concerning SCM's medical care of inmates and the performance of SCM's employees, agents, subcontractors or assignees.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

ARTICLE IX: MISCELLANEOUS.

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9.1 <u>Independent Contractor Status</u>. The parties acknowledge that SCM is an independent contractor engaged to provide medical care to inmates at the Blank Sheriff Jail under the direction of SCM 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.

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- 9.2 Regular Reports by SCM to Sheriff. SCM shall provide to Sheriff monthly and quarterly written reports in a format acceptable to Sheriff and meet with Sheriff quarterly relating to the services rendered under this Agreement.
- 9.3 Assignment and Subcontracting. SCM shall not assign this Agreement to any other corporation without the express written consent of Sheriff which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve SCM of its independent obligation to provide the services and be bound by the requirements of this Agreement.
- 9.4. 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(s) at the following address or to any other person at any other address as may be designated in writing by the parties:
 - (a) Sheriff: Flagler Sheriff
 P.O. Box 879
 Bunnell, FL 32110
 - (b) SCM: Peter Wrobel, President
 Southern Correctional Medicine
 1718 Reynolds Street
 Waycross, GA 31501

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

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- 9.4 Governing Law and Disputes. 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 Florida. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction. Venue for all legal disputes shall be in the appropriate court within Flagler County, Florida or the appropriate federal court
- 9.5 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.
- 9.6 <u>Amendment</u>. This Agreement may be amended or revised only in writing and signed by all parties.
- 9.7 <u>Waiver of Breach</u>. 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.
 - 9.8 Other Contracts and Third-Party Beneficiaries. The parties

acknowledge that SCM is neither bound by nor aware of any other existing contracts to which Sheriff is a party and which relate to the providing of medical care to inmates 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 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.

- 9.9 <u>Severability.</u> 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.
- 9.10 <u>Liaison</u>. The Flagler County Sheriff or his designee shall serve as the liaison.
- 9.11 <u>Cooperation.</u> On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.
- 9.12 <u>Time of Essence</u>. Time is and shall be of the essence of this Agreement.
- 9.13 <u>Authority</u>. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.
- 9.14 <u>Binding Effect</u>. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.15 <u>Cumulative Powers.</u> 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.

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

| | FLAGLER COUNTY SHERIFF'S OFFICE |
|---------|---------------------------------|
| | Rick Staly, Sheriff |
| | Date |
| ATTEST: | |
| | SOUTHERN CORRECTIONAL MEDICINE |
| Date: | Peter Wrobel, MD |
| | President |

Exhibit A Staffing Matrix

| POSITION | MON | TUE | WED | THU | FRI | SAT | SUN | TBS | HRS/WK | FTE |
|------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|--------|-----|
| DAY SHIFT (8A-5P | | | | | | | | | | |
| OR 7A-7P) | | | | | | | | | | |
| MEDICAL DIRECTOR | | 4 | | | | | | 4 | 4 | 0.1 |
| MID-LEVEL PROVIDER | 4 | | | 4 | | | | 8 | 8 | 0.2 |
| HEALTH SERVICE ADMINISTRATOR | 8 | 8 | 8 | 8 | 8 | | | | 40 | 1.0 |
| LPN (7A-7P) | 12 | 12 | 12 | 12 | 12 | 12 | 12 | | 84 | 2.1 |
| LFN (/A-/F) | 12 | 12 | 12 | 12 | 12 | 12 | 12 | | 04 | 2.1 |
| LPN (3P-11P) | 8 | 8 | 8 | 8 | 8 | | | | 40 | 1.0 |
| NIGHT SHIFT (7P- | | | | | | | | | | |
| 7A) | | | | | | | | | | |
| LPN | 12 | 12 | 12 | 12 | 12 | 12 | 12 | | 84 | 2.1 |
| TOTAL | | | | | | | | | 220 | 5.5 |

^{*}SCM will discuss shift times with facility staff to determine what works best for this facility

Exhibit B

Formulary Laboratory List

CBC

CMP

Thyroid (TSH, T4, Free T4)

Dilantin Level

Depakote Level

Hepatic Function Level

Hgb A1C

PT/INR

BMP