

HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (the “Agreement”), is entered into as of the 1st day of October 2022 by and between the Sheriff of Leon County, Florida, a County Constitutional Officer of the State of Florida (“Sheriff”) and CHS FL, LLC d/b/a YesCare, a Florida limited liability company, (“YesCare”). Services under this Agreement shall commence on October 1, 2022 and shall continue in accordance with Section 8.1. The Sheriff and YesCare shall hereinafter be collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, in accordance with Chapter 951 of the Florida Statutes, the Sheriff has been designated by the Leon County Board of County Commissioners as the Chief Correctional Officer of the County Correctional System (hereinafter referred to as the “Detention facility”); and

WHEREAS, the Sheriff is charged by law with the responsibility for obtaining and providing reasonably necessary medical, psychiatric, dental, and/or other health care services for persons remanded to his care, custody, and control (hereinafter referred to as “inmates”), within the Detention facility; and

WHEREAS, the County Correctional System consists of the Detention facility located at 535 Appleyard Drive, Tallahassee, Florida 32304; and

WHEREAS, the Sheriff, which receives funding as approved by the Board of County Commissioners for the Detention facility, desires to enter into this Agreement with YesCare to promote this objective; and

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

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

ARTICLE I: HEALTH CARE SERVICES

1.1 General Engagement. The Sheriff hereby contracts with YesCare to provide for the delivery of reasonably necessary medical, dental, and mental health care to individuals under the custody and control of the Sheriff and physically incarcerated at the Detention facility. Individuals who, during the arresting process by any state, county, or municipal law enforcement officer, sustains an injury at the time of a lawful arrest, or is found to have a pre-existing illness and is immediately transported by the arresting agency to a designated hospital or medical facility prior to booking of such person into the Detention facility, shall also be the financial responsibility of YesCare, subject to the limitations set forth in Section 1.5 hereafter.

1.2 Scope of General Services. The responsibility of YesCare for medical care of an inmate commences under this Agreement after an inmate is taken into custody by any law enforcement

agency with the intention of transporting the inmate to the Detention facility for booking and YesCare is given reasonable opportunity to assume management of the medical care of that inmate. It is required that the Sheriff notifies the on-site YesCare staff of any bookings performed outside the Detention facility. YesCare shall provide health care services for all persons committed to the custody of the Detention facility, except individuals sentenced to and participating in the Sheriff's Work Camp Program and those identified in Section 1.7. YesCare shall provide on a regular basis, all professional medical, dental, mental health (excluding in-patient psychiatric hospitalization), related health care and administrative services for the inmates, a comprehensive health evaluation of each inmate following booking into the Detention facility in accordance with NCCHC, Florida Correctional Accreditation Commission (FCAC) and Florida Model Detention facility Standards, booking/intake health screenings, including medical evaluation for inmate work details, regularly scheduled sick call, nursing care, regular physician and dentist visits to the Detention facility, hospitalization, mental health services, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described herein.

1.3 Specialty Services. In addition to providing the general services described above, YesCare shall provide to inmates of the Detention facility and be responsible for the payment of special medical services including radiology services and laboratory services, to the extent such are determined to be medically necessary by YesCare. YesCare shall be responsible for maintenance and repair of prosthetics being utilized by the inmate at the time of booking. YesCare shall also be responsible for the disposal of all medically generated hazardous waste in accordance with applicable federal, state and/or local laws. Where non-emergency specialty care is required and not rendered at the Detention facility, YesCare will make appropriate off-site arrangements for the rendering of such care and shall make arrangements with the Sheriff for the transportation of the inmates in accordance with Section 1.9.

1.4 Emergency Services. The Sheriff shall be responsible for the payment of emergency medical care, as medically necessary, to inmates through arrangements to be determined by the Sheriff's third party contractor with local hospitals. YesCare shall coordinate qualified emergency ambulance transportation services when medically necessary in connection with off-site emergency medical treatment. Additionally, staff employed by the Sheriff and visitors to the Detention facility shall be treated within the Detention facility for injuries and/or illnesses only in an emergency and/or as mutually agreed to by the Parties. YesCare shall not be responsible for payment of emergency and follow-up services and transportation provided to Sheriff's staff or visitors within the Detention facility in the event of an emergency.

1.5 Utilization Management and Claims Adjudication for Off-Site Services. The Sheriff is responsible for the cost of all Outside Medical Services (as defined below). The Sheriff has a separate arrangement with a third party to contract with outside healthcare providers and process all claims for Outside Medical Services. YesCare will not have any responsibility for contracting with outside providers or processing claims for Outside Medical Services.

The term "Outside Medical Services" refers to all healthcare services which are not provided on-site at the Detention facility, including inpatient hospitalization, emergency room visits, ambulance transportation, outpatient surgeries, outpatient physician consultations, offsite medical specialist, off-site diagnostic procedures, as well as all off-site and on-site ultrasounds, on-site

optometry, dialysis treatments and associated medications, costs associated with HIV medications, genotype testing and viral load and CD 4 testing, hospice care, and managed care network fees.

Once an inmate has been taken into the custody of the Sheriff, YesCare will be financially responsible for the cost of all medical treatment for health care services (subject to the Outside Medical Services exception noted in this Section 1.5 and the exceptions described in Sections 1.6 through 1.8), regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Detention facility, once the inmate has been determined to be medically stabilized. An inmate shall be considered medically stabilized when the medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can be reasonably housed inside the Detention facility.

YesCare agrees to notify the Sheriff whenever an inmate patient requires attendance or delivery of medical services not available or which cannot be delivered in a timely manner within the Leon County Detention Facility for treatment of a chronic illness or illnesses experienced by such inmate prior to being remanded into custody. A chronic illness is defined as a condition that affects an individual's well-being for an extended interval, usually at least six months, and generally is not curable, but can be managed to provide optimum functioning within any limitations the condition imposes on the patient. Nothing herein is intended to delay timely treatment for any illness or injury.

1.6 Exceptions to Treatment. YesCare shall not be financially responsible for significant changes in treatment standards, which are either not FDA approved at the start date of this Agreement or are not part of YesCare's written protocols in use at the Detention facility at the time this Agreement is entered into. Should any new treatment, standard of care, drug classes, or diagnostic tests be mandated and approved in relation to community health care standards for treatment and/or required by the YesCare Medical Director as necessary for the treatment of inmates housed at the Detention facility, and the cost of such treatment, in aggregate would exceed 2% of the annual contract amount for any contract year, then the Sheriff and YesCare shall agree to negotiate for additional compensation due to YesCare.

YesCare shall not be responsible for medical costs associated with the medical care of any fetus or infants born to inmates. YesCare shall provide health care services to pregnant inmates, but health care services provided to an infant following birth will not be the responsibility of YesCare. YesCare shall not be responsible for the costs of and/or the furnishing of any abortions unless such procedure is declared medically necessary.

YesCare shall not be financially responsible for the costs of and/or associated with any of the following:

1. Transplants;
2. Smoking cessation treatment and/or classes;
3. Exceptional blood factor products for hemophiliacs (e.g. Factors 8 and 9);
4. Experimental procedures; and
5. All medical costs associated with the treatment of Hepatitis C, including but not limited to the cost of medications and testing.

YesCare will not be responsible for any medical testing and/or for obtaining samples which are forensic in nature, except as required by Florida Statutes 943.325. Revisions of the Florida

statutes pertaining to medical testing or obtaining samples, which are forensic in nature, which occur during the term of this Agreement will be considered a further obligation of YesCare.

1.7 Inmates Outside the Detention facility. Health care services are intended only for those inmates who are in the custody of the Sheriff and have been lawfully arrested and physically booked into the Detention facility. This includes inmates booked into custody off-site and/or inmates under guard by Sheriff off-site. The Sheriff shall notify the on-site YesCare staff of all inmates booked off-site within 24 hours of said booking. Such inmates will be included in the average daily inmate population count.

In the event an inmate is hospitalized more than two consecutive days, the on-site physician will visit the hospital to review the inmate's individualized treatment plan and assess ability of inmate to be safely treated at the facility. For inmates in long term hospital stays (greater than 7 days), the on-site physician will visit the hospital at least twice weekly to review inmate's individualized treatment plan.

YesCare will provide the Sheriff's Office a daily update of all patients in an in-patient hospital status to exclude weekends and holidays.

Inmates on any sort of temporary release (authorized or unauthorized), including but not limited to, inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole, or supervised custody who do not sleep in the Detention facility at night, will not be included in the daily population count, and will not be the responsibility of YesCare with respect to any claim, liability, cost, or expense for the payment and/or furnishing of health care services. The cost of medical services provided to inmates who become ill or injured while on temporary release will not be the financial responsibility of YesCare until their return to the Detention facility. This relates solely to the costs relating to the particular illness or injury incurred while on such temporary release. The cost of medical services for other illnesses and injuries will be the responsibility of YesCare, as limited herein.

Inmates in the custody of other police agencies and/or other penal jurisdictions at the request of the Sheriff are likewise excluded from the population count and are not the responsibility of YesCare for the furnishing or payment of health care services with exception as formally directed by the Sheriff's Department.

1.8 Elective Medical Care. YesCare will not be responsible for providing elective medical care to inmates. For purposes of the Agreement, "elective medical care" means medical care which if not provided, would not in the opinion of YesCare's Medical Director cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Such decisions concerning medical care shall be consistent with applicable laws and general medical standards. YesCare will give notice to the Sheriff of any referral of inmates for elective medical care prior to the provision of such services.

1.9 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, the Sheriff will, upon the prior request by YesCare, its agents, employees and/or contractors, provide transportation as reasonably available, provided that such transportation is reasonably scheduled in advance. When medically necessary, YesCare shall coordinate all emergency ambulance

transportation of inmates in accordance with Section 1.4 of this Agreement, subject to the limits set forth in Section 1.5.

1.10 Medical Services to Sheriff's Office Staff. YesCare will provide annual testing for tuberculosis (PPD test) for all Sheriff's newly sworn staff and correctional staff at the time of hire or exposure at no additional costs to the Sheriff. The Sheriff will be responsible for the cost of all testing supplies and materials. YesCare will provide a Hepatitis A, B and D inoculation program for the Sheriff staff at the Detention facility, including administration and record keeping. The costs of the vaccine will be the responsibility of the Sheriff. YesCare will bill the Sheriff monthly with appropriate documentation of services.

1.11 Penalty. The Sheriff may impose a penalty of \$50.00 per occurrence for YesCare's failure to conduct inmate histories and physicals ("H&Ps") within the timeframes established by the Florida Model Detention facility Standards and this Agreement. The Sheriff will investigate reports of such H&P deficiencies and will conduct periodic audits to determine such deficiencies, and will provide written notice to YesCare of such deficiencies and amounts of any penalty to be imposed within thirty (30) days of the Sheriff's discovery of such deficiencies.

The Parties will meet on a monthly basis to discuss any H&P deficiencies. YesCare will have three (3) business days from the date the Parties meet to rebut the Sheriff's findings of deficiencies. During the three (3) business day review period, YesCare and the Sheriff agree to discuss in good faith the findings and response from YesCare. If YesCare demonstrates that a deduction is not justified, it will not be imposed by the Sheriff. If the Sheriff determines the occurrences did occur, and there is no excuse therefore, it will impose the penalty by deducting the same from the payment to YesCare for the following month. YesCare shall not be liable for a penalty when YesCare's failure to provide timely H&P services under the Agreement arises as a result of any reason beyond its control, including but not limited to physical plant limitations, failure of the Sheriff to provide reasonable access to inmates for purposes of providing the history and physical, strikes or labor disputes by the Sheriff's staff, inmate disturbances, acts of God, or any other similar causes beyond the reasonable control of either party.

1.12 Pharmaceuticals.

a. YesCare may prescribe generic drugs rather than name-brand drugs whenever medically possible and appropriate.

b. Sheriff contracts with Bond Community Health ("Bond") regarding provision of health care services for inmates with HIV/Aids, and as part of that agreement obtains and pays for all necessary medications for such inmates through Bond for such treatment. YesCare will cooperate with the terms of that Agreement regarding obtaining medications for such patients, and the sharing of information as requested by Bond for the treatment of such inmates.

c. Discharge medications. YesCare shall establish a policy and procedure for the management of legend medications upon inmate discharge. If YesCare is aware of the inmate's pending release and the medications are maintained by nursing, the inmate shall be provided at least a thirty (30) day prescription upon release to ensure continuity for follow-up care. If the inmate has the medication as keep-on-person ("KOP"), then the remainder of the prescription will be provided to the inmate upon release. If the prescription is for an antibiotic or other necessary medication that is not a controlled substance, the inmate may be provided the remainder of the blister pack, not to exceed a two-week supply. Controlled substances may be provided up to a three(3) day supply based on the approval of the responsible physician given the potential for abuse or overdose.

1.13 Policies and Procedures.

a. Development and Review. YesCare shall ensure that comprehensive and thorough policies and procedures exist for all aspects of the health care delivery system. These policies and procedures must be approved by the Medical and Mental Health Directors as appropriate and by the Sheriff. Each policy and procedure shall be reviewed on an annual basis and documentation of this review shall be in evidence through appropriate dates and signatures. All policies and procedures shall be in compliance with federal and state laws, rules, regulations and guidelines as well as with professional standards of the NCCHC, FMJS, and FCAC. Each policy and procedure shall cross-reference the NCCHC, FMJS, and FCAC standards applicable for ease of reference. All inmate health services forms shall be cross-referenced to the applicable policy.

b. Site Specificity. YesCare shall ensure that policies and procedures and related health record forms are specific to the unique operating environment of the detention facility within ninety (90) days of start-up of this Agreement. Routine updates and training on all policies and procedures shall be provided to all inmate health services staff and such information sharing shall be documented and available for inspection upon request of the Sheriff. Each new staff member shall be oriented thoroughly on all health-related policies and procedures and documentation of such orientation shall be maintained in the employee's (or YesCare's) personnel and training files. Policy manuals shall be available to all health services staff and subcontractors at all times.

c. Remain Sheriff's Property. All policies and procedures, protocols, manuals (such as quality improvement and medical health forms, etc.) shall remain at the property of the detention facility at the termination of this Agreement and shall be available to the Sheriff's staff at all times during the Agreement term and at termination, upon request, electronically in Microsoft Word format. The electronic version shall be maintained as current at all times and YesCare shall ensure that all policy and procedure manuals throughout the detention facility are current with the latest version of the required documents.

1.14 Quality Improvement Program. YesCare shall ensure a system is in place to provide health care internal review and quality assurance in accordance with NCCHC, FMJS, and FCAC standards.

YesCare shall participate in a comprehensive quality improvement (hereinafter "QI") program on-site to evaluate and review quality, timeliness and appropriateness of the care provided to the inmate population, with a committee meeting monthly. Results shall be shared on at least a quarterly basis with the Sheriff and the Sheriff's Contract Monitor, and an annual summary prepared and presented. Efforts shall include all on-site disciplines. Sheriff's personnel, including the Sheriff or designee, shall be participants. The QI activity shall be comprehensive with considerations to risk management and litigation, inmate complaints and grievances, policy and procedure review, statistical utilization reporting, safety and sanitation issues, infection control (subcommittee activity), and seclusion and restraint data.

a. Peer Review and Supervision.

(1) YesCare shall ensure an external peer review program for physicians, medical health professionals, psychiatrists, psychologists, mental health midlevel providers, mental health professionals, and dentists is implemented. The review shall be conducted no less than annually.

- (2) Professional supervision shall be included as an aspect of care for the QI program. The Medical Director shall receive peer review by a designated physician from YesCare annually and shall provide that same peer review for the staff physician annually. The information to be gathered and the format of that documentation shall be provided to the Sheriff and the Sheriff's Contract Monitor; however the peer review documents themselves, specific to the individual, are to remain a confidential component of the QI process.
- (3) The Medical Director and staff physician(s) shall be responsible to review the documentation of mid-level providers on an annual basis to review representative charts for intake, physical exams, sick call, chronic disease management, and infirmary care.
- (4) The Director of Nursing shall be responsible to review the documentation of nursing and paraprofessional personnel used to assist nursing. Review shall include medication and pharmacy documentation, sick call, wellness rounds and screening or other relevant work components for nursing staff. The comprehensive QI policy and procedure shall describe the supervision aspects fully and in details and shall be subject to approval by the Sheriff.
- (5) The Psychiatrist shall receive peer review by a designated physician from YesCare annually and shall provide the same peer review for the staff physician(s) annually. The information to be gathered and the format of that documentation shall be provided to the Sheriff and the Sheriff's Contract Monitor; however the peer review documents themselves, specific to the individual, are to remain a confidential component of the QI process.
- (6) The Director of Behavioral Health shall be responsible to review the documentation of the mental health providers on an annual basis to review representative charts for intake, crisis intervention, suicide prevention, treatment planning, housing and special needs management and aftercare planning.

1.15 Emergency Plan.

a. YesCare shall ensure that a current and up-to-date emergency plan, specific to the Detention Facility, is developed and implemented within the initial thirty (30) days of the Agreement start-up. Emergency drills, scheduled and coordinated with the Sheriff, shall be conducted on a quarterly basis that include all shifts. The drill shall involve EMS and others as deemed appropriate.

b. The plan shall include minor and major equipment, availability and storage of supplies, oxygen, suction, backboards, wheelchairs, etc. All personnel shall be trained on how patients will be categorized and classified and what areas will be used for patient stabilization prior to transport. A comprehensive listing of all personnel contacts must be current at all times. In the event that the detention facility becomes unavailable or inaccessible an alternate location must be secured and identified in the plan.

1.16 Death in Custody.

a. YesCare shall have a protocol that describes actions to be taken in the event of the death of an inmate. In the event of an inmate death, either then the detention facility or in an outside hospital, YesCare will immediately notify the Sheriff. YesCare shall cooperate with the Sheriff in the development of a procedure for full notification within the Sheriff's offices in such a situation. The Sheriff will notify the appropriate individuals within the Sheriff's office and other governmental entities as required, and the family or next of kin as designated. YesCare shall cooperate with the Sheriff in the event of a medical examiner/coroner inquest of autopsy/postmortem request.

b. YesCare shall participate in a mortality review within fifteen (15) days of inmate death, regardless of the location of the death. YesCare shall track all deaths and maintain a database as to demographics and date of death. The mortality review is a component of the QI plan and shall be utilized by YesCare to improve responsiveness or services as appropriate. YesCare shall conduct a Psychological Autopsy on any death that is the result of suicide, within thirty (30) days of the death.

1.17 Inmate Grievances.

a. YesCare shall work cooperatively with the Sheriff in the administration of the Sheriff's inmate grievance procedure to ensure systematic review and response to inmate complaints, concerns or inquires. Grievance or complaint response shall include a face-to-face component for clinical issues but may involve written correspondence for simple questions and answers. Response shall be timely and not to exceed seven (7) days. YesCare will be responsible for tracking, monitoring, and providing a corrective plan of action. Any inquires or complaints by family members, lawyers, or other interested parties such as advocacy groups shall be responded to utilizing the same procedure and in the same timeframe.

b. A copy of the grievance shall be maintained in an inmate-specific correspondence file for ease of retrieval. Inmate grievances related to mental health services shall be reviewed routinely and discussed during the QI committee meeting. Grievances shall be categorized and classified according to demographics, housing location, nature of the complaint, etc., and a database maintained and reviewed to determine if any patterns or problematic issues exist. Copies of all grievances and YesCare's response shall be provided to the Sheriff's Assistant Sheriff for Detention and Judicial Services for review.

1.18 Mental Health Program. The Leon County Sheriff's Office Inmate Health Services Request for Proposals Number D-22-01 (hereinafter "RFP") pages 28-36 inclusive are incorporated by reference into this Agreement. YesCare agrees to provide services to meet or exceed the requirements set forth in the RFP.

ARTICLE II: PERSONNEL

2.1 Staffing. YesCare shall provide medical, mental health, dental, technical, and support personnel as necessary for the rendering of health care services to inmates at the Detention facility as described in and required by this Agreement. The Staffing Plan attached hereto as Exhibit A include the agreed-upon staffing compliment necessary to provide the health care and support services required by the Detention facility for an average daily inmate population of up to 1150. YesCare will provide backfill for all direct patient care positions to ensure appropriate coverage for vacations and paid time off.

2.2 Staffing Payback Schedule. For each of the positions included in the staffing matrix attached hereto as Exhibits A, YesCare will pay back the Sheriff for any unfilled direct patient care position hours. For each unfilled hour of such staff time, the Sheriff will deduct from its monthly payment to YesCare at the average hourly salary rate for the position as set forth in Exhibit B. The staffing reconciliation will be based on Exhibit B. Exhibit B will be updated annually, no later than October 1st of each year, to reflect blended average rates and benefits by position. In all cases, employees not currently working required position hours may be used to cover like positions when their credentials are equal to or exceed the credentials required for such similar position. In the case

where a lower licensed staff covers higher licensed staff hours, only the difference of the payback rate will be paid back.

For provider positions (physicians and psychiatrists), a mid-level provider, appropriately credentialed, may cover for a physician and/or or psychiatrist for up to thirty (30) days. For the purpose of the staffing payback, YesCare will pay the Sheriff back the difference of the mid-level rate and physician or psychiatrist rate as set forth in Exhibit B.

Unfilled hours include those hours for all direct patient care positions which are not filled due to voluntary or involuntary termination or any other reason or incident resulting in the position being unfilled. YesCare will calculate, reconcile, and report any unfilled hours by position for each of the applicable bi-weekly pay periods in a monthly report to the Sheriff. However, unfilled hours will not include those hours not filled due to YesCare Paid Time Off (hereinafter "PTO"), for items such as illness, annual, or personal leave. If the position remains unfilled in excess of thirty (30) days an amount will be payable to the Sheriff for each unfilled hour of such staff time at the average hourly rate plus an additional twenty-five (25) percent to account for benefits consideration as set forth above. The additional penalty will be initiated at the 30-day mark and not at the original date of vacancy. This penalty applies regardless of the type of position. Once a position has been vacant for a period of thirty (30) consecutive days, credit shall be given for actual positions vacant based upon the number of scheduled days vacant (beyond the initial 30 consecutive days) within the calendar month for that position. The monthly report shall be based on reporting periods that would include two pay periods per month with a true up to include three pay periods twice a year. For the purpose of calculating staffing paybacks during the term of this Agreement, total hours by position will be considered in the aggregate for any required contracted position.

A position is deemed vacant when no individual has been hired or contracted to provide services, and has begun working at the facility. When part time, temporary, agency, locum, PRN, and overtime are utilized consistently to cover a position it will preclude the position from being declared vacant. The computation of vacant days will be provided to the County no later than 30 days following the month of service.

In the event of staff shortages, the use of "agency" or "prn" nurses shall not exceed 10% of the total staffing compliment for any monthly period. In the event YesCare exceeds this limit, a charge back equal to one hundred percent (100%) of the average hourly salary rate for each of the positions shall be assessed for each hour YesCare exceeds the ten percent (10%) cap. An exception would apply in unforeseen circumstances such as staff displacement due to natural disasters, loss of workforce due to serial FMLA and/or Worker's Compensation events occurring in the same month and events deemed appropriate by the Sheriff's Office.

YesCare may appeal any assessment of liquidated damages or penalties to the Sheriff. The Sheriff retains the sole and final authority to grant, suspend or deny YesCare's request for a waiver based on the quality of the argument and documentation provided. The Sheriff may waive the penalty in whole or in part or may delay assessment of the penalty.

2.3 Licensure, Certification and Registration of Personnel. All YesCare personnel provided or made available to render services hereunder shall be fully credentialed and licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Florida and Federal law. The credentialing process shall include physicians, psychiatrists,

psychologists, mid-level providers/physician assistants, mental health professionals and counselors, and social workers if applicable. YesCare will ensure appropriate license of any licensed professionals who do not go through YesCare's corporate credentialing process such as mental health professionals, counselors and social workers. Primary source verification shall be completed, and the credentials file shall include documentation regarding employment history, state licensure/renewal, DEA registration, ACLS certification (or BCLS/CPR/AED), evidence of malpractice coverage, medical school training, internship, residency, foreign medical graduate verification, and board eligibility/certification through the American Board of Medical Specialties (ABMS). YesCare shall ensure that the National Practitioner Data Bank is checked for each physician candidate and that the Florida-licensing agency has no findings or censure against the individual. Credential files shall be complete within ninety (90) days of hire or contract on-site and temporary credentials prior to that time shall minimally include licensure and DEA information as well as evidence of current malpractice insurance. These files are subject to review and inspection and become the property of LCSO upon contract termination. Each license or certification shall be on file at a mutually agreed upon central location.

2.4 Sheriff's Satisfaction with Health Care Personnel. If the Sheriff becomes dissatisfied with any health care personnel provided by YesCare hereunder, or by any independent contractor, subcontractors or assignee, YesCare, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff outlining the grounds for such dissatisfaction and in consideration of the reasons therefore, shall exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, the Sheriff may revoke the employee's right to enter the Detention facility or YesCare shall remove or shall cause to be removed any employee, agent, independent contractor, subcontractor, or assignee about whom the Sheriff has expressed dissatisfaction. The Sheriff shall have the right of disapproval of any person hired or contracted by YesCare. All YesCare staff are expected to follow all Leon County Sheriff's Office policies, including security and dress code policies. Should removal of an individual become necessary, YesCare will be allowed thirty (30) days from the date of removal to find an acceptable replacement without penalty or prejudice to the interests of YesCare.

2.5 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either YesCare or the Sheriff in the direct rendering of any health care services. Upon prior written approval of the Sheriff, inmates may be used in positions not involving the rendering of health care services directly to inmates.

2.6 Subcontracting and Delegation. In order to discharge its obligations hereunder, YesCare will engage certain health care professionals as independent contractors and/or employees. The Sheriff may request to approve such professionals but approval will not be unreasonably withheld. Subject to the approval described above, the Sheriff consents to such subcontracting or delegation. As the relationship between YesCare and these health care professionals will be that of independent contractor, YesCare will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. YesCare will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, YesCare shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. (Please see Section 10.1).

YesCare will attempt in good faith to update contracts annually with local hospitals to include, claims adjudication such as timely filing, preferred rate negotiations and clinical reporting.

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

- (a) They will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, Vietnam Veteran status, disability as defined in the Americans with Disabilities Act or national origin, except where age, religion, sex, disability or lack thereof or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. They will agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) In all solicitations or advertisements for employees, they 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.

2.8 Personnel Security Requirements. YesCare shall ensure that its employees and subcontractors and agents cooperate and comply with the Sheriff's security criminal history checks and clearances. YesCare employees and subcontractor are subject to searches of their person and possessions while on or within the detention facility.

2.9 Job Descriptions. YesCare shall establish written job descriptions that are specific to LCSO within ninety (90) days of start-up. Initial start-up may include more generic job descriptions; however, these job descriptions shall be modified as appropriate to be specific to the Sheriff's facilities. These job descriptions shall be approved by YesCare and the Sheriff. These job descriptions shall be reviewed at least annually with documentation of the review maintained and presented to the Sheriff upon demand. In addition to job descriptions, YesCare shall establish post orders for nursing staff and mental health professionals to adequately detail assignment expectations per shift per task(s) assigned. These post orders shall be in place within the first ninety (90) days of this Agreement.

2.10 Personnel Files. Personnel files (or copies thereof) of YesCare employees assigned to the Detention Facility shall be maintained at the Detention Facility and shall be available for the Sheriff to review upon request.

2.11 Staff Signature File. The medical records department shall maintain a signature file for all individuals making clinical notations in the medical record. This file shall contain the individual's name, full legal title (profession), licensure, credentials, signature, and initials. If computer entries are utilized for order entry, the system shall ensure security of individual password and entry verification/authentication.

ARTICLE III: ACCREDITATION

3.1 Obligation of YesCare. YesCare services shall be designed to meet or exceed the standards promulgated/developed by the National Commission on Correctional Health Care for Detention facilities (NCCHC), Florida Correctional Accreditation Commission (FCAC) and the Florida Model Detention facility Standards. YesCare will cooperate fully with the Sheriff in all efforts to maintain formal accreditation of the Detention facility's health care program. YesCare will be responsible for the payment of the fees for attaining NCCHC accreditation as well as those associated with the medical portion of FCAC and Florida Model Detention facilities. YesCare shall not be responsible for the standards of NCCHC, FCAC, and the Florida Model Detention facility Standards not under YesCare's direct control or within the scope of YesCare's services. In the event accreditation from the NCCHC is not maintained during the term of this contract for failure on the part of YesCare to comply with NCCHC standards, then YesCare will pay a penalty of Fifty Thousand and 00/100 Dollars (\$50,000) to the Sheriff as liquidated damages. YesCare will cooperate fully with the Sheriff in all efforts to achieve and maintain American Correctional Association (ACA) accreditation, if required.

This obligation shall include providing written reports, on-site reviews, preparation of forms and applications, and attendance at meetings as required by the Sheriff. YesCare shall not be responsible for the standards of NCCHC, FCAC, and the Florida Model Detention facility Standards not under YesCare's direct control or within the scope of YesCare's services.

ARTICLE IV: EDUCATION

4.1 Inmate and Staff Education. YesCare shall conduct an ongoing health education program for inmates at the Detention facility with the objective of raising the level of inmate health and health care. If the Sheriff so desires, YesCare shall conduct the same program for correctional officers at the Detention facility.

At a minimum, YesCare staff will provide relevant training to the Sheriff's staff on a quarterly basis. The topics for training shall be mutually agreed upon by the Parties but shall include suicide prevention among the topics.

4.2 Medical Services Staff Education. YesCare will require that its medical, professional and para-professional staff receive all necessary and requisite legal and statutorily mandated in-service, annual, or proficiency training and other such professional or para-professional education and training programs, including CPR needed to provide current proficiency in the professional's or para-professional's particular medical discipline or specialty.

ARTICLE V: REPORTS AND RECORDS

5.1 Medical Records. YesCare shall cause and require to be maintained a complete and accurate medical record for each inmate who has received health care services from or at the direction of YesCare. Each medical record will be maintained in accordance with applicable laws, NCCHC standards, FCAC standards, FMJS and the 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 the Sheriff and may be available to

accompany each inmate who is transferred from the Detention facility to another location for off-site services or transferred to another institution. Medical records shall be kept confidential. Subject to applicable law regarding the confidentiality of such records, YesCare shall comply with Florida law and the Sheriff's policy with regard to access by inmates and Detention facility staff to medical records. No information contained in the medical records shall be released by YesCare except as provided by the Sheriff's policy, by a court order, or otherwise in accordance with applicable law. YesCare shall provide all medical records, forms, and other materials necessary to maintain the medical records. Upon the expiration or termination of this Agreement, all medical records shall be delivered to and remain with the Sheriff. However, the Sheriff shall, within the limits of applicable law, provide YesCare with reasonable ongoing access to all medical records even after the termination/expiration of this Agreement to enable YesCare to properly prepare for litigation or anticipated litigation or any other legal or regulatory action brought or threatened by third persons in connection with services rendered during the term hereof.

5.2 With respect to the electronic medical record system owned by the Sheriff, if YesCare requests, and the Sheriff approves, any software modifications, clinical updates or forms, YesCare will be responsible for any associated expense.

5.3 YesCare agrees to coordinate any appropriate and legal record requests received by YesCare requesting inmate medical records with the Sheriff.

5.4 HIPAA Compliance. As a covered entity, YesCare shall comply with all applicable Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements.

5.5 Regular Reports by YesCare to the Sheriff. YesCare shall provide to the Sheriff, on a date and in a form mutually acceptable to YesCare and the Sheriff, monthly and annual reports relating to services rendered under this Agreement, with year-to-date information and an annual summary. Time reports indicating hours worked, benefit hours paid, and hours contracted with the resultant variance, if applicable, as identified in the staffing table shall also be submitted by position/discipline, date and shift on a monthly and annual basis. Any hours worked by agency or temporary personnel shall be identified by position title, date and hours worked, and the name of the individual. A monthly vacancy report shall be submitted with the position title, position hours and date the position became unoccupied. With the vacancy report monthly, a list identifying individuals hired or terminated shall be attached and include data regarding position title, shift, individual filling position and position status (full-time, part-time, or PRN). In addition, any YesCare or subcontractor staff changes shall be reported. On a monthly basis, YesCare shall identify the actual dollars paid out to subcontractors. With the monthly statistical report, YesCare shall submit information regarding any lawsuits filed during the previous month with the name of the inmate, the reason for the suit, the individuals named, and the date filed. YesCare shall prepare and submit any additional reports according to the needs identified by the Sheriff, with the information and expected frequency of submission approved in advance by the detention facility administration. YesCare shall submit monthly and other periodic reports to the Director of the Detention facility or the Sheriff's Health Services Representative, and the Sheriff's contract monitor, concerning and reflecting the overall health of the inmates committed to the custody of the Sheriff. Such reports shall be submitted on a regular basis as agreed upon by mutual written agreement of the Parties. YesCare will fully cooperate with the Sheriff to respond to reporting requests to support any provision or section of this Agreement, without any additional charge, fee, or assessment to the Sheriff.

The reporting requirement will be as follows:

- Monthly Staffing Reconciliation/Time Report by the 20th of the month for the month prior.
- MAC Packet (Health Statistical Reports, Population Report, Facility Off-site Report, Dialysis Report, Pharmacy/HIV Report and Vacancy Report) by the 15th of the month for the month prior
- Monthly Financial Report by the 25th of the month for the month prior
- Quarterly Quality Improvement Program Report by the 15th day of the month following the end of the quarter (due April 15, July 15, October 15th, and January 15th). The January 15th report shall include the quarterly information and also an annual summary for the prior calendar year).

5.6 Third Party Reimbursement. YesCare will seek and obtain from any inmate documentation concerning any health insurance the inmate might have that would cover services rendered by YesCare hereunder, and the Sheriff will cooperate fully with YesCare in its efforts to secure this information. YesCare shall make reasonable efforts to use any information obtained concerning any third party payor sources except for Tri-Care, Medicaid and/or Medicare (for which YesCare will not seek, direct, bill, or assist in reimbursement), including commercial health care insurance, governmental health care benefits and/or programs (as permitted by law), and worker's compensation insurance, which might be available to an inmate to cover services rendered or arranged for by YesCare hereunder. This shall include information concerning (a) payor sources from which an inmate may currently have coverage, and/or (b) payor sources for which an inmate may meet eligibility requirements necessary to apply for such coverage. YesCare shall provide the third-party source information it has collected to all off-site providers at the time an inmate is sent for off-site health care services. YesCare will require that anyone acting on its behalf or providing any medical service to an Inmate to seek reimbursement for any medical services, as allowed by federal and state law and in accordance with the provisions of F.S. 901.35 (except for F.S. 901.35(2)(a) and (b), as it may be applicable to the Board of County Commissions for Leon County and F.S. 951.032.

In any event, should a change in law, policy, or regulation result in greater third-Party reimbursement for inmate medical costs, YesCare and the Sheriff hereby agree to work in collaboration with one another so as to diligently research this matter and/or amend this Agreement so as to maximize any potential benefits to the Sheriff as permitted by law.

All third party remuneration that is recovered or credited by YesCare prior to submitting its final invoice to the County (including payments collected from any third party source or entity, including without limitation, workers compensation insurance, commercial medical insurance) will be returned as appropriate to the Sheriff, as directed by the Sheriff. The Sheriff will receive a monthly report outlining third party reimbursement efforts made by YesCare.

5.7 Inmate Information. Subject to the applicable Florida law, in order to assist YesCare in providing the best possible health care services to inmates, the Sheriff will provide YesCare with information pertaining to inmates that YesCare and the Sheriff mutually identify as reasonable and necessary for YesCare to adequately perform its obligations hereunder.

5.8 YesCare Records Available to the Sheriff with Limitations on Disclosure. YesCare shall make available to the Sheriff, at the Sheriff's request, all records, documents and other papers

relating to the direct delivery of health care services to inmates hereunder with the exception of those items YesCare deems proprietary in nature. In the event YesCare decides (as it is within its sole discretion) to release proprietary material to the Sheriff, it is understood that such released items shall remain the property of YesCare and may not, at any time, be used, distributed, copied or otherwise utilized by the Sheriff, except in connection with the delivery of health care services hereunder, and as permitted or required by law, unless such disclosure is approved in advance in writing by YesCare.

With regard to any and all contractual agreements YesCare maintains and/or has maintained in the past with off-site health care providers (hereinafter "Provider Agreements") relevant to its duties and obligations as outlined herein, the Sheriff hereby acknowledges that the Provider Agreements contain the business proprietary information of YesCare as defined by Florida law (Chapter 119 et. seq.) and therefore are confidential in nature and protected from disclosure under the Florida Open Records Act. Upon providing YesCare with a written request, YesCare shall allow the Sheriff to review its Provider Agreements which directly relate and/or facilitate the provision of health care services thereto. However, prior to receiving any access to YesCare's Provider Agreements, the Sheriff inclusive of his or her agents, consultants, assignees, designees, and/or subcontractors shall be required to execute and return a confidentiality agreement to YesCare.

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

5.10 Florida Public Record Law. YesCare will be responsible for keeping, maintaining and retaining public records that ordinarily and necessarily would be required to be kept by the Sheriff in order to perform the services contracted for. In adherence to Chapter 119, Florida Statutes, Contractor will provide members of the public with access to said public records, as contemplated in Chapter 119, Florida Statutes, on the same terms and conditions that the Sheriff would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor will ensure that public records which are exempt or, are confidential and exempt, are not disclosed except as authorized by law. In the event YesCare should assert any proprietary or confidential status to any of its systems, methods, procedures, and/or written materials and other controls employed by YesCare in the performance of its obligation pursuant to this Agreement, then YesCare shall assert such claim on its own, and shall defend and hold harmless the Sheriff, the Sheriff's employees, officers, appointees and agents against all liabilities for YesCare's failure to comply with the requirements of the law with regard to the release of records.

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-606-3317.

Contractor must comply with the public records laws, Florida Statute Chapter 119. Specifically, Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

ARTICLE VI: SECURITY

6.1 General. YesCare and the Sheriff understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of YesCare as well as for the security of inmates and Sheriff's staff consistent with the correctional setting. The Sheriff will use reasonable efforts to provide sufficient security to enable YesCare, and its personnel, to safely and adequately provide the health care services described in this Agreement. YesCare, its staff and personnel, understand the Detention facility in which services will be rendered is a detention or Detention facility and that working in such a facility involves inherent dangers. YesCare, its staff and personnel further understand that the Sheriff cannot guarantee anyone's safety in such a facility and nothing herein shall be construed to make the Sheriff, his deputies or employees a guarantor of the safety of YesCare employees, agents, and/or subcontractors.

In the event that any recommendation by YesCare for particular health services for any inmate or transfers to a medical facility should not be implemented and carried out for security reasons, YesCare will be released from professional liability for any damages resulting from any such decision on the part of the Sheriff not to respond or to institute a requested transfer of any inmate.

6.2 Loss of Equipment and Supplies. The Sheriff shall not be liable for loss of or damage to equipment and supplies of YesCare, its agents, employees, or subcontractors unless such loss or damage was caused by the negligence of the Sheriff or his employees.

YesCare will maintain all Sheriff and YesCare electronic health record equipment necessary for the performance of this contract in working order during the term of this Agreement. YesCare agrees to repair or replace any electronic health record equipment loss that is due to loss or damage beyond normal wear and tear. YesCare will agree to replace the equipment with the exact specifications as the lost or damaged equipment.

6.3 Security During Transportation Off-Site. The Sheriff will provide security as necessary and appropriate in connection with the transportation of any inmate between the Detention facility and any other location for off-site services as contemplated herein.

ARTICLE VII: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

7.1 General. The Sheriff agrees to provide YesCare with office space, facilities, equipment (including office furniture), and utilities sufficient to enable YesCare to perform its obligations hereunder. YesCare will supply and be responsible for payment of telephone carrier services and equipment within the Detention facility for local and long-distance access for use by its personnel. YesCare shall provide all necessary office supplies, medical supplies, and additional equipment necessary to comply with the terms of this Agreement. The Sheriff will provide necessary maintenance and housekeeping of the office space and the medical facility. YesCare agrees it has inspected the Detention facility and medical office space and that such space and facilities are sufficient for its agents, employees, and/or subcontractors to perform all of the obligations required under this Agreement. The Sheriff has not finalized the mental health space but the parties will work in cooperation to ensure the space is sufficient to perform all of the obligations required under this Agreement. Sheriff shall be responsible for providing substitute space should the designated medical facility become unsafe for any reason.

7.2 Delivery of Possession. The Sheriff will continue to provide YesCare with possession and control of all medical and office equipment and supplies, which are the Sheriff's property and in place at the Detention facility's health care unit throughout the term of this Agreement. At the termination of this or any subsequent Agreement, YesCare will return to the Sheriff possession and control of all medical and office equipment (i.e., furniture, file cabinets, etc.), in working order, reasonable wear and tear excepted, which were in place at the Detention facility's health care unit prior to the commencement of services under this Agreement.

7.3 Maintenance and Replenishment of Medical Equipment. YesCare will maintain all Sheriff and YesCare medical equipment necessary for the performance of this contract in working order during the term of this Agreement. YesCare is responsible for the purchase and replacement of medical equipment necessary to provide services. Sheriff will provide to YesCare an annual

inventory of YesCare owned equipment and equipment owned by the Sheriff and in use by YesCare. Ownership of the purchased medical equipment will revert to the Sheriff upon termination of the Agreement.

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

7.5 Supplies. YesCare warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable YesCare to perform its obligations hereunder.

ARTICLE VIII: TERM AND TERMINATION OF AGREEMENT

8.1 Term. This Agreement will be effective at 12:01 a.m. on October 1, 2022. The initial term of this Agreement shall be thirty-six (36) months. This Agreement is renewable through the mutual agreement (in writing) of the Parties under like terms for two (2) additional one (1) year terms. Any extension must be agreed to no later than one hundred and twenty (120) days prior to the termination of the then existing term.

8.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

- (a) Termination by agreement. In the event that both Parties agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (b) Termination without Cause. This Agreement may be cancelled without cause by the Sheriff or YesCare upon one hundred twenty (120) days prior written notice in accordance with Section 11.3 of this Agreement.
- (c) Termination for Default. In the event either Party gives notice to the other that such other Party has materially defaulted in the performance of any of its material obligations hereunder and such default is not cured within thirty (30) days following the provision of written notice thereof, the non-defaulting Party (also the Party issuing notice) shall have the right to immediately terminate this Agreement.
- (d) Annual Appropriations and Funding. Failure of the Leon County Board of County Commissioners or other funding body to authorize or appropriate funds sufficient for the Sheriff to meet his obligations hereunder.
- (e) Immediate Termination by the Sheriff. The Sheriff, at the Sheriff's sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
 - 1) The insolvency, bankruptcy, or receivership of YesCare;

- 2) YesCare fails to maintain insurance in accordance with the Insurance Section of this Agreement, unless YesCare's insurance carrier ceases to provide coverage without giving reasonable notice allowing YesCare to obtain replacement coverage. In such circumstances, YesCare shall be allowed reasonable time to solicit and bind new coverage without being in default or otherwise penalized under the terms of this Agreement. YesCare shall use all reasonable efforts to obtain replacement coverage.
- (f) Election or Appointment of Sheriff other than Walt McNeil. Should a Sheriff other than Walt McNeil be elected or appointed during the initial term of this Agreement or any renewable period, the Agreement may be cancelled by the new elected or appointed Sheriff upon provided YesCare with ninety (90) days written notice.

8.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all of YesCare's responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Detention facility will terminate.

ARTICLE IX: COMPENSATION

9.1 Base Compensation. For the period defined as Year 1 (October 1, 2022 through September 30, 2023), the Sheriff will pay to YesCare the annual base sum of \$ 6,235,102 payable in twelve (12) equal monthly installments of \$519,591.83. This annual base sum is based upon an ADP of 1150. If there is a material increase that exceeds the normal annual increase in YesCare's labor costs in providing services under the Agreement in any year of the Agreement, the parties agree to negotiate a mutually acceptable increase to the base compensation.

For the period defined as Year 2 (October 1, 2023 through September 30, 2024), the Sheriff will pay YesCare an annual base sum of \$6,434,493 payable in twelve (12) equal monthly installments of \$536,207.75.

For the period defined as Year 3 (October 1, 2024 through September 30, 2025), the Sheriff will pay YesCare an annual base sum of \$6,644,273 payable in twelve (12) equal monthly installments of \$553,689.42.

For the period defined as Year 4 (October 1, 2025 through September 30, 2026), the Sheriff will pay YesCare an annual base sum of \$6,861,972 payable in twelve (12) equal monthly installments of \$571,831.00.

For the period defined as Year 5 (October 1, 2026 through September 30, 2027), the Sheriff will pay YesCare an annual base sum of \$7,087,932 payable in twelve (12) equal monthly installments of \$590,661.00.

YesCare will provide one invoice, to include any itemized credits due to the Sheriff fifteen (15) days before the first day of the month for which services will be rendered. The Sheriff agrees to pay YesCare on or before the thirtieth (30th) day of the month for which services will be rendered.

In the event this Agreement should terminate or be amended on a date other than the end of any calendar month, compensation to YesCare will be prorated accordingly based on the fractional portion of the month during which YesCare actually provided services.

9.2 Increases/Decreases in Inmate Population. For the Year 1 of the contract, a per diem rate of \$2.24 will be applied to the monthly base compensation for each inmate in excess of (beyond a 24 hour period) 1,150. For all subsequent years of the contract, the per diem rate will be adjusted annually as follows:

Year 2: \$2.34
Year 3: \$2.44
Year 4: \$2.54
Year 5: \$2.65

If there is a decrease in population (beyond a 24 hour period) of 1,150 for any year of the contract the per diem rate will be credited to LCSO.

The average daily population counts are added for each day of the month and divided by the number of days in the month to determine the average daily inmate population. The excess, if any, over or under the stated inmate population caps will be multiplied by the per diem rate and the number of days in the month to arrive at the increase in compensation payable to YesCare or a credit due the Sheriff for the month.

This per diem is intended to cover additional costs in those instances where minor, short-term increases 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 staffing positions, which might prove necessary if the inmate population exceeds 1,150 for a period of 60 (sixty) or more days. In such cases, YesCare reserves the right to increase its staffing complement and adjust its contract price, upon consultation and approval from the Sheriff, in order to continue to provide services to the increased number of inmates and maintain the quality of care.

Should the Sheriff designate any other Leon County site as a Detention facility requiring the provision of health services by YesCare or change the configuration or layout of the current Detention facility, the parties agree to negotiate the additional staff and compensation prior to YesCare commencing services at a newly designated facility.

9.3 Compensation for Renewal Terms. Pricing will be adjusted for the renewal terms beyond the thirty-six (36) month initial Agreement based on the pricing provided in Section 9.1.

9.4 Inmates from Other Jurisdictions. Medical care rendered within the Detention facility to inmates from other jurisdictions housed in the Detention facility pursuant to contracts between the Sheriff and such other jurisdictions will be the responsibility of YesCare and will be included in the average daily inmate population count. YesCare will arrange medical care that cannot be rendered in the Detention facility, but YesCare shall have no financial responsibility for such services.

9.5 Responsibility for Inmates in the Sheriff's Work Camp Program. Notwithstanding any other provisions of this Agreement to the contrary, the Parties agree that inmates assigned to the Sheriff's Work Camp Program are personally responsible for the costs of any medical services

provided to them. YesCare shall assist with arranging the necessary transportation for these inmates to obtain medical care.

9.6 Changes. If any statute, rule, or regulation is passed or any order issued or any statute or guideline adopted or interpretation made, or additional facilities are opened that materially changes the scope of services or materially increases the cost to YesCare of providing health care services hereunder, YesCare and the Sheriff agree to negotiate additional compensation to be paid by the Sheriff to YesCare as a result of such changes, provided that if the Parties are unable to agree on appropriate compensation, the matter shall be submitted to mediation according to the provisions of Section 11.7 hereof.

9.7 Late Payments. The Sheriff shall pay YesCare interest on all amounts due and owed hereunder that are not paid within thirty (30) days from the receipt of the applicable invoice. Interest shall accrue from the date the original payment was due at the statutory interest per annum as set forth in F.S.A. 55.03, et. seq. Additionally, the Sheriff shall bear the costs of any legal or collection fees and expenses incurred by YesCare in attempting to enforce the Sheriff's payment obligations hereunder.

ARTICLE X: LIABILITY AND RISK MANAGEMENT

10.1 Insurance. At all times during this Agreement, YesCare shall maintain Professional Liability insurance covering YesCare, its employees, its officers and agents in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Physicians and dentists provided by YesCare will be included in the coverage. After the contract period, a tail policy or a policy that continues coverage for the services performed during the contract period will be maintained for an appropriate period in accordance with the Florida Statute of Limitations. YesCare shall list the Sheriff as an additional insured and in the event its insurance coverage changes, YesCare shall provide the Sheriff with written notice of such changes within a reasonable time not to exceed thirty (30) days from the happening thereof.

YesCare will maintain over the term of this Agreement, Comprehensive General Liability coverage of at least \$1,000,000 each claim and \$2,000,000 in the aggregate.

YesCare will maintain over the term of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this Agreement and in any case of subcontracting, will require that the subcontractor have sufficient coverage as well. Such insurance will comply fully with the Florida Worker's Compensation Law.

10.2 Lawsuits Against the County and Sheriff. In the event that any lawsuit (whether frivolous or otherwise) is filed against either Leon County, the Sheriff, his employees and/or agents based on and/or containing allegations concerning medical care by YesCare to inmates or on the performance of YesCare's employees, agents, subcontractors or assignees, the Parties agree that YesCare, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as Parties in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them. 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.

10.3 Indemnity. YesCare agrees to indemnify and hold harmless, pay the cost of defense, including reasonable attorney's fees, and save the Sheriff, his officers, appointees, agents, and employees from any claim, action, lawsuit, loss, damage, cost, charge, judgments, liabilities, or expense of any kind whatsoever arising out of any act, action, neglect, omission and/or failure to act by YesCare, including but not limited to, any claims, amounts or injuries covered under the Workers' Compensation laws, except as a third party claim outside Workers' Compensation, resulting or arising from YesCare's obligations and duties under this Agreement, except that neither YesCare nor any of its subcontractors shall be liable for any injury or damage caused by or resulting from the negligence of the Sheriff, his officers, agents, and/or employees.

It is the express understanding of the Parties hereto that YesCare shall provide the actual health care services and have complete responsibility for the health care services provided by its employees, agents, or subcontractors, and any lawsuit arising solely out of such delivery of health care services. YesCare expressly agrees that employees assigned by YesCare to provide health care services pursuant to this Agreement are employees of YesCare and not the Sheriff, and the Sheriff will not be liable or responsible for YesCare's employees, agents, or subcontractors acts or omissions, whether by negligence or by deliberate act.

Notwithstanding other provisions of this section, the Sheriff shall have no obligation to provide legal counsel or a legal defense to YesCare in the event that a suit, claim, or action of any character or nature is brought by any person not a party to this Agreement against YesCare as a result of or relating to YesCare's duties, obligations, and performances pursuant to this Agreement. The Sheriff shall have no obligation for the payment of any judgment or the settlement of any claims made against YesCare as a result of or relating to YesCare's obligations, duties, and performances under this Agreement.

In no event shall YesCare's obligations in this section apply or extend to:

- a) any claim, liability, cost or expenses arising or incurred at any time in connection with treatment of any inmate's injury if such treatment was not within the responsibility of YesCare's care pursuant to this Agreement; or
- b) any claim, liability or cost arising out of the acts or omissions of any Sheriff's officers, agents or employees which prevent an inmate from receiving medical care as directed by YesCare; to obtain prompt medical review or examination by YesCare's employees or contractors.

Nothing herein is intended to or shall be construed to waive any rights the Sheriff may have under the laws of Florida, included but not limited to, the provisions of Section 768.28 of the Florida Statutes.

10.4 Stop Loss Insurance Coverage. In the event the Sheriff elects to maintain stop loss insurance coverage relevant to the health care services provided pursuant to this Agreement, YesCare hereby agrees to facilitate the administrative details (limited to billing activities) in maintaining the coverage as long as the Sheriff cooperates fully throughout the process.

ARTICLE XI: MISCELLANEOUS

11.1 Independent Contractor Status. The Parties acknowledge that YesCare is an independent contractor and that all medical care decisions will be the sole responsibility of YesCare. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Sheriff to exercise control or direction over the manner or method by which PHS, its employees, agents, assignees, or its subcontractors perform hereunder.

11.2 Assignment and Subcontracting. YesCare shall not assign or subcontract this Agreement, in whole or in part, to any other entity or person without the express written consent of the 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 YesCare of its independent obligation to provide the services and be bound by the requirements of this Agreement. The Sheriff and YesCare each binds itself, its successors, assigns, and legal representatives to the other Party hereto and to the successors, assigns and legal representatives of such other Party in respect to all covenants, agreements, and obligations contained herein.

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

- (a) Walt McNeil
Leon County Sheriff
2825 Municipal Way
Tallahassee, FL 32304

With copies to:

Steven F Harrelson
Chief Department of Administrative Services
2825 Municipal Way
Tallahassee, FL 32304

- (b) Sara Tirschwell
Chief Executive Officer
CHS FL, LLC d/b/a YesCare
105 Powell Place
Brentwood, Tennessee 37027

With a copy to:

Scott King
Chief Legal Officer

CHS FL, LLC d/b/a YesCare.
105 Powell Place
Brentwood, Tennessee 37027

Notices shall be effective upon receipt.

11.4 Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Leon County, Florida, unless statutorily required to file elsewhere.

11.5 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/or agreements that have been made in connection with the subject matter hereof. No modifications or amendments 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.

11.6 Amendment. This Agreement may only be amended or revised in a written instrument signed by all the Parties hereto.

11.7 Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be first sent to mediation for possible resolution. The Parties agree to share equally the cost of the mediation.

11.8 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11.9 Enforcement. In the event either Party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing Party in any arbitration/litigation proceeding hereunder shall be entitled to recover the cost of such action so incurred, including without limitation, reasonable attorney's fees. The Sheriff's obligation under this section shall be to the extent permitted by law.

11.10 Other Contracts and Third-Party Beneficiaries. The Parties agree 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.

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

11.12 Force Majeure. Neither Party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused, without limitation, by strikes, inmate disturbances, acts of public enemy, fire, flood, earthquakes, hurricanes, failure of transportation, explosion, war, embargo, government regulation, civil or

military authority, acts of God, acts or omissions of carriers, or other similar causes beyond its control.

Should emergency staffing (above the contracted hours) be necessary to support the Detention facility during a FEMA recognized event, YesCare will invoice the Sheriff accordingly. If FEMA reimburses the Sheriff, the Sheriff will pay the invoice.

11.13 Trial Duty. In the event YesCare's personnel is required to devote time with regard to litigation or threatened litigation by or on behalf of the Sheriff this shall be part of their service time pursuant to this Agreement. YesCare will make every effort to fill the position that is vacant due to such court or trial appearance requirements and YesCare will not be assessed a penalty for any related unfilled hours.

11.14 Default. Unless YesCare's performance is specifically exempted by this Agreement, the Sheriff shall be entitled to a credit or reimbursement for any cost the Sheriff incurs for any medical services required to be performed by YesCare when and to the extent that YesCare shall fail to perform and a thirty (30) day cure period has passed. The credit or reimbursement provided for in this section shall not be deemed to be the sole remedy of the Sheriff and the Sheriff is otherwise entitled to seek all other lawful remedies the Sheriff is entitled to under this Agreement.

11.15 Funding Sources. The Parties acknowledge that the performance of this Agreement and payment for medical services to YesCare pursuant to this Agreement are predicated on the continued annual appropriations by the Board of County Commissioners of Leon County to the Sheriff with specific funds allocated to meet the medical needs of the inmates in the Detention facility and the Sheriff's ability to perform under this Agreement.

11.16 Permits and License. YesCare acknowledges that it will maintain and pay for all relevant permits and licenses required to perform the services required by this Agreement. This will include, but not be limited to licenses and permits for radiology and pharmacy. YesCare shall manage and maintain all licenses and permits in accordance with Section 7.2 of the Florida Model Detention facility Standards. YesCare shall ensure that all individuals or entities performing the health care services required under this Agreement, including its employees, agents, assignees, subcontractors or independent contractors shall be appropriately licensed, registered or certified as required by applicable law. YesCare shall immediately notify the Sheriff of any revocation, suspension, termination, expiration, restrictions, etc., of any required license, registration or certification of any individual or entity to perform the services herein specified.

11.17 Effect of This Agreement. This Agreement constitutes the complete understanding between the Parties with respect to the terms and conditions set forth herein and supersedes all previous written or oral agreements and representations. The terms and conditions of this Agreement shall control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment, or other written form.

11.18 Authority. Each Party hereto expressly represents and warrants that the person executing this Agreement is the legal, valid, and binding representative of each Party.

11.19 Exhibits. Exhibits A and B are included as attachments and are hereby made a part of this Agreement.

11.20 Audit. The Sheriff reserves the right to audit all records relating to this Agreement.

Signature page to follow

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

LEON COUNTY SHERIFF

DocuSigned by:
By: Walt McNeil
C55841F868C045F...

Title: Sheriff

Date: 10/3/2022

Approved as to form:

DocuSigned by:
By: James Pimentel
DAD247BB218942B...

Date: 9/30/2022

CHS FL, LLC D/B/A YESCARE

DocuSigned by:
By: [Signature]
2328512D518A432...

Title: Chief Executive Officer

Date: 9/30/2022

ATTEST:

DocuSigned by:
By: J. Scott King
AF7CC233158B40D...

Date: 9/30/2022

EXHIBIT A

STAFFING SCHEDULE

POSITION	Scheduled Hours							Hrs/ Wk	FTEs
	Sun	Mon	Tue	Wed	Thu	Fri	Sat		
Day Shift									
Medical Director		8	8	8	8	8		40	1.00
Physician Assistant/ARNP		8	8	8	8	8		40	1.00
Dentist*			8	8		8		24	0.60
Dental Assistant*			8	8		8		24	0.60
Health Service Administrator		8	8	8	8	8		40	1.00
Director of Nursing		8	8	8	8	8		40	1.00
Administrative Assistant		8	8	8	8	8		40	1.00
RN Physicals		8	8	8	8	8		40	1.00
RN QI / IC / Edu		8	8	8	8	8		40	1.00
RN Infirmery	12	12	12	12	12	12	12	84	2.10
LPN Sick Call	8	8	16	16	16	8	8	80	2.00
LPN Pharmacy		8	8	8	8	8		40	1.00
LPN Medication	24	24	24	24	24	24	24	168	4.20
RN Intake	12	12	12	12	12	12	12	84	2.10
MA / Cert NA Clinical Assistant		8	8	8	8	8		40	1.00
LPN Infirmery	12	12	12	12	12	12	12	84	2.10
Medical Records Clerk		12	12	12	12	12		60	1.50
Director of Behavioral Health		8	8	8	8	8		40	1.00
Psychiatrist*				8				8	0.20
Psychiatric Midlevel*		8	8		8	8		32	0.80
Discharge Planner (Masters)		4	8			8		20	0.50
Case Manager for BHU (Masters)		8	8	8	8	8		40	1.00
Mental Health Tech (Bachelors)	8	16	16	16	8	8	8	80	2.00
MH Counselor (Masters)	8	16	12	12	12	12	8	80	2.00
MH Counselor		4	4	4	4	4		20	0.50
Mental Health LPN		8	8	8	8	8		40	1.00
Clinical Supervisor BHU		8	8	8	8	8		40	1.00
Day Shift Total	84	232	256	248	224	240	84	1,368	34.20
Night Shift									
RN Infirmery	12	12	12	12	12	12	12	84	2.10
LPN Infirmery	12	12	12	12	12	12	12	84	2.10
LPN Medication	24	24	24	24	24	24	24	168	4.20
RN Intake	12	12	12	12	12	12	12	84	2.10
Night Shift Total	60	60	60	60	60	60	60	420	10.50
TOTAL HOURS/FTEs per week	144	292	316	308	284	300	144	1,788	44.70

* Hours flexible based upon custody and staffing needs in the unit

Exhibit B

Corizon Vacancy Rate Schedule

Position	Total FTE's	Average Hourly Rate	Vacancy Rate
Medical Director	1.00	\$104.50	\$114.04
Physician Assistant/ARNP	1.00	\$55.74	\$63.85
Dentist	0.60	\$104.50	\$114.82
Health Service Administrator	1.00	\$50.56	\$58.54
Director of Nursing	1.00	\$45.85	\$53.38
Medical Records Clerk	1.50	\$20.00	\$26.29
Administrative Assistant	1.00	\$20.67	\$26.37
Dental Assistant	0.60	\$21.00	\$23.28
Discharge Planner	0.50	\$27.93	\$30.93
Case Manager	1.00	\$27.93	\$33.66
MH Counselor	0.50	\$27.93	\$30.93
MH Counselor (QMHP)	2.00	\$31.04	\$37.06
Clinical Supervisor BHU	1.00	\$32.08	\$38.21
Mental Health LPN	1.00	\$25.23	\$31.59
RN	10.40	\$39.38	\$47.34
LPN	15.60	\$26.26	\$32.51
MA / Cert NA Clinical Assistant	1.00	\$20.58	\$26.08
Mental Health Tech	2.00	\$20.00	\$25.18
Director of Behavioral Health	1.00	\$45.85	\$53.31
Psychiatric Midlevel	0.80	\$61.13	\$70.37
Psychiatrist	0.20	\$121.66	\$149.42

FIRST AMENDMENT TO THE HEALTH SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE HEALTH SERVICES AGREEMENT (hereinafter the “Amendment”), is effective this 1st day of October, 2024, by and between CHS FL, LLC d/b/a YesCare, a Florida limited liability company, (hereinafter “YesCare”) and the Sheriff of Leon County, Florida (hereinafter the “Sheriff”).

WHEREAS, YesCare and the Sheriff entered into an Health Services Agreement, subsequently numbered as Contract 2025-108, with an effective date of October 1, 2022 (hereinafter the “Agreement”), by which YesCare assumed the responsibilities for the provision of certain health care services to be delivered to individuals in the custody and control of the Sheriff; and

WHEREAS, YesCare and the Sheriff desire to amend the Agreement to effectuate the following changes:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. Since the execution of the Agreement, the Sheriff has taken ownership of some contract requirements, therefore, Section 1.18 of the Agreement is amended as follows:

1.18 Mental Health Program. The Leon County Sheriff’s Office Inmate Health Services Request for Proposals Number D-22-01 (hereinafter “RFP”) pages 28-36 inclusive are incorporated by reference into this Agreement. YesCare agrees to provide services that meet or exceed the requirements set forth in the RFP, with the following exceptions:

- a. Section IV. SCOPE OF SERVICES, **Mental Health Program** is amended to strike the bullet, “Crisis intervention and management of acute psychiatric episodes.”
- b. Section IV. SCOPE OF SERVICES, **Suicide Prevention Program and Plan** is stricken.
- c. Section IV. SCOPE OF SERVICES, **Suicide Plan Contents** is stricken.
- d. Section IV. SCOPE OF SERVICES, **Suicide Watch** is stricken.

2. Due to increases in employee compensation rates that have already been implemented by YesCare, the parties agree to amend Section 9.1 of the Agreement to reflect the following revised base compensation for Years 3 through 5:

For the period defined as Year 3 (October 1, 2024, through September 30, 2025), the Sheriff will pay YesCare an annual base sum of \$6,998,542 payable in twelve (12) equal monthly installments of \$583,211.83.

For the period defined as Year 4 (October 1, 2025, through September 30, 2026), the Sheriff will pay YesCare an annual base sum of \$7,227,848 payable in twelve (12) equal monthly installments of \$602,320.67.

For the period defined as Year 5 (October 1, 2026, through September 30, 2027), the Sheriff will pay YesCare an annual base sum of \$7,465,856 payable in twelve (12) equal monthly installments of \$622,154.67.

- 3. Section 9.2 of the Agreement, paragraph 2 is amended to reflect that the application of the per diem credit commences if there is a decrease in population (beyond a 24-hour period) where the monthly ADP is less than 900.
- 4. In all other respects, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to Contract 2025-108 in their official capacity and with legal authority to do so.

LEON COUNTY SHERIFF’S OFFICE

CHS FL, LLC D/B/A YESCARE

By: DocuSigned by: Walt McNeil
C65841F889C045F...

By: Signed by: William Carr
D10E36ADE0A844B...

Title: Sheriff

Title: Chief Operating Officer

Date: 1/17/2025 | 10:57 AM PST

Date: 1/10/2025

ATTEST:
By: DocuSigned by: James Pimentel
DAD244BB210042B...
General Counsel

ATTEST:
By: Signed by: Scott King
55C9EAF8F0E943A...
Officer of Corporation

Date: 1/16/2025 | 5:05 PM EST

Date: 1/10/2025