

AGREEMENT BETWEEN COLLIN COUNTY AND LASALLE CORRECTIONS

This Agreement is made and entered into by and between Collin County (the "County"), a body corporate and politic under the laws of the State of Texas and acting by and through the Sheriff's Office ("Sheriff"), and LaSalle Corrections, LLC ("Contractor"), a limited liability corporation organized under the laws of the State of Texas for this Agreement. The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party." Specifically, the Parties contract under Section 351.101, Local Government Code.

1) GENERAL SCOPE OF AGREEMENT

- A) Contractor agrees to provide detention, care, and transport of certain Collin County inmates ("Inmates") detained under the authority of the Sheriff (the "Services"), for the County's detention program. The Contractor shall perform all the Services for the County, as detailed and attached hereto as Exhibit A and incorporated herein by reference. Costs shall be per Contractor's Pricing Schedule and attached hereto as Exhibit A and incorporated herein by reference.
- B) Contractor shall provide the Services in accordance with the Texas Commission on Jail Standards for all Texas facilities, and shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services performed hereunder.
- C) Contractor shall operate under the purview of the local or county sheriff and demonstrate that Contractor meets or exceeds all applicable requirements of the sheriff.
- D) Contractor shall comply with Prison Rape Elimination Act (PREA) standards.
- E) Contractor shall follow Transport Standards for interstate/intrastate transportation of prisoners and fugitives from justice. Contractor must meet the standards of and comply with all provisions of The Interstate Transportation of Dangerous Criminals Act of 2000, Public Law 106-560, 114 Stat. 2784 (42 U.S.C. 13726b) enacted December 21, 2000.
- F) Contractor will provide a minimum of one (1) round trip per week from Contractor's facility to the Collin County Central Jail for the drop-off and pickup of Inmates with the price of these trips being included in the daily pricing structure per inmate. Additional trips may be requested at a cost of \$23.00 per guard hour and mileage to be billed at the approved Federal GSA mileage rate.
There is not a minimum number of inmates required per trip and the return trip may not have any inmates.
- G) Contractor warrants and represents that its management of the facilities in Texas where inmates will be placed comply with the minimum standards adopted by the Texas Commission on Jail Standards.
- H) The Sheriff, or his designated representative, shall act for the County in connection with the performance of this Agreement. Contractor shall act only upon instructions from that specified individual.

- I) The Contractor shall follow all federal, state, and local laws, rules, codes, and regulations applicable to the Contractor's Services. In assuming custody of prisoners, Contractor shall assume the sole responsibility for security and control of prisoners in a professional manner and in accordance with the Sheriffs written policies and procedures. Such policies, procedures and directives may be promulgated in the future regarding the use of force and the securing and control of prisoners. In the event there are not any written policies or procedures, Contractor shall follow reasonable and customary operating procedures.
- J) Contractor shall supply and install one video conferencing station at the County jail facility and one video conferencing station at the service provider facility and allow for attorney video visitation for inmate's populations that exceed 100. In any event, Contractor shall arrange for reasonable attorney visitation, including video visitation, in compliance with 37 TAC 291.4(3). Contractor will also reasonably cooperate with a request by the County to arrange a video visitation for a particular inmate
- K) Contractor warrants and represents it is registered with the Texas Secretary of State to transact business in Texas and is current on all state and local fees and taxes.
- L) Contractors shall designate a representative who shall be authorized to act on the Contractor's behalf with respect to the performance of Services.

2) **INDEPENDENT PARTIES**

- A) The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.
- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Contractor is solely responsible for the payment of wages and any applicable

benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

- E) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- F) The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(l), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the TEXAS LABOR CODE ANN., as amended.

3) **MEDICAL SERVICES**

The cost of all in-house medical services shall be included in the daily pricing structure per Inmate, unless otherwise noted below. All medical services provided to Inmates must be provided by the appropriately licensed personnel.

- A) Contractor understands and agrees to the following requirements.
 1. Provide, within the first fourteen (14) calendar days of admittance, the routine medical examination and testing required by Texas Jail Commission.
 2. Provide medical evaluation within twenty-four (24) hours for Inmates identified as having medical issues at intake screening.
 3. Provide medical services to both male and female detainees.
 4. Be able to manage patients with mental health issues (mental health professional/medications/housing options for those needing monitoring).
 5. Have "Heart Healthy" diets available to Inmates.
 6. Have physician or NP/PA support available on-site or on call to conduct sick call.
 7. Assure that all health care providers are CPR-certified.

8. Provide nursing support through an onsite clinic twelve hours (12) hours a day and, five (5) days per week.
 9. Provide medical services, including continuation of an inmate's prescription medication and inmate access to a health care professional or a mental-health professional under Gov't Code, § 511.009(a)(19), § 511.009(d); 37 TAC 273.2(12), (13), (14), as well as care of inmates who are or may be pregnant under Gov't Code, § 511.009(a)(14); 37 TAC 273.2(5), (15).
 10. Provide documentation of reimbursable expenses to the Collin County Auditor's satisfaction.
 11. Maintain all Inmate medical records both on-site and off-site. Such records will be transmitted to the Collin County Sheriff's Office Medical Director ("Medical Director") upon return to Collin County.
 12. **On-site medical services shall be provided at the cost of the Contractor.**
 13. **Outside medical services will be available and reimbursed by the County which will include off-site evaluations, treatments, x-rays, hospitalization, laboratory support, radiology, prescription medication and dental services.**
- B) Contractor shall provide Collin County Inmates with on-site health care services under the control of a Health Authority. Contractor shall ensure equipment, supplies, and materials required by the Health Authority to deliver health care on-site are supplied as needed.
 - C) Contractor shall ensure that all health care service providers utilized for Collin County Inmates hold all documentation, including but not limited to licenses, special certifications, registrations, and accreditation, required by law to perform the applicable health care service.
 - D) Contractor shall ensure that all health care service providers utilized for Inmates shall maintain, in good standing, any and all appropriate licensing and accreditation as required by the state where they are practicing or other applicable licensing entities, in order to perform health care services during the term of this Agreement.
 - E) Contractor shall ensure that all health care service providers utilized for Collin County Inmates shall be supervised by an appropriate authority in compliance with their respective license, certification, registration, or accreditation.
 - F) If Contractor determines that an Inmate has a medical condition which renders that person unacceptable for detention at Contractor's facility (e.g., contagious disease, severe heart problems, cancer, condition needing life support, uncontrollable violence), Contractor shall immediately notify Collin County. Upon such notification, Contractor shall allow Collin County a reasonable time to make the proper arrangements for further disposition of that Inmate.
 - G) Upon request, Contractor shall release any and all medical information for Inmates to the Medical Director, also known as the Health Services Administrator. Contractor shall provide all medical care that is deemed medically necessary for Inmate health. For cost decisions concerning medical care provided outside the

facility, Contractor may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of the County and the Inmate. However, all medical decisions shall be made by an appropriately qualified medical professional. The Medical Director shall be informed when an Inmate visits the Emergency Room or is admitted to a hospital. Upon further discussion, a mutual decision shall determine if that Inmate should be returned to Collin County. Notwithstanding the previous statement, Collin County reserves the right to decide, in its sole discretion, to return any or all Inmates to Collin County at any time. All additional medical charges for inmate care should be compiled and presented as a separate monthly medical invoice along with the regular monthly invoices for the daily fixed price per Inmate Services.

Contractor shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, Contractor shall obtain the medical treatment required to preserve the Inmate's health. Contractor shall have access to an off-site emergency medical provider at all times. The Health Authority of the Contractor shall notify Collin County as soon as possible, and in no case more than seventy-two (72) hours after Inmate receipt of such care.

- G) Contractor shall provide guards for Inmates that are admitted to an outside medical facility. Guards are to be provided by Contractor until such time as the Inmate can be transported back to the facility or Collin County and Contractor will be entitled to the guard hour reimbursement of \$23.00 per hour for overnight stays.
- H) Contractor shall allow Collin County reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Contractor departments.

4) TIME FOR PERFORMANCE

- A) The initial term of this Agreement shall commence on the date of approval by the Collin County Commissioners Court and remain in effect for twelve (12) consecutive months (the "Initial Term"), unless earlier terminated. This Agreement will automatically renew on the same terms and conditions for four (4) additional one-year periods (each a "Renewal Term") unless either party gives thirty (30) days written notice prior to each one (1) year period.

5) CONTRACTOR'S COMPENSATION

- A) Subject to the Limit of Appropriation and any required approvals from the Sheriff as set forth in this Agreement, the County agrees to compensate the Contractor according to the rates found in the Contractor's Pricing Schedule in Attachment A.
- B) Contractor shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Contractor's sole expense.
- C) The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any

of the Services or deliverables.

6) TERMS OF PAYMENT

- A) On or about the last day of the calendar month during the performance of the Services to be provided under this Agreement, the Contractor shall submit a sworn invoice to: Collin County Detention Facility, 4300 Community Avenue, McKinney, Texas 75071, 972-547-5200, Attn: Katie Elder, 972-547-5212. The invoice shall be in a form acceptable to the County Auditor and, at a minimum, include such detail as may be requested by the County Auditor for verification purposes, including but not limited to, the dates inmates were housed with the Contractor; the number of inmates housed each day; the daily cost per inmate and the total daily cost, any additional costs above the daily rate with the name of each inmate, and the amount attributed to each Additional service; and a total cost for the monthly Services. Any additional services including medical services not covered by the daily rate shall be invoiced separately. These invoices shall include all such details as would be required to be fully reimbursed by Medicaid/Medicare or a private insurance company.
- B) Any additional non-emergency medical costs requested by Contractor shall be pre-approved in writing by the Sheriff and shall commence after the satisfaction of the applicable Base Amount. Upon written approval and inclusion in the monthly invoice.
- C) The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas, including Chapter 2251, Government Code.
- D) Contractor understands and agrees that the funding of this Agreement contained in the County's annual fiscal budget is subject to approval of the Commissioners' Court of Collin County, Texas (the "Court"). Contractor further understands and agrees that if for any reason the Court withdraws funding, reduces funding, or elects not to include sufficient funds in any of the County's annual fiscal budgets, or fails to approve a budget for the County that includes sufficient funds for the continuance, renewal, or extension of this Agreement, then this Agreement shall terminate and the County shall have no further obligation to Contractor other than payment for Services performed by the Contractor up to and including the date of termination. Contractor agrees that it will not be entitled to any liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.
- E) The County shall have the right, at any reasonable time as determined by the Collin County Auditor, to make periodic audits and inspections of the Contractor's records of gross receipts and costs for all Services pursuant to this Agreement. Contractor agrees to make its records available to the County within the boundaries of Collin County, Texas upon twenty-four (24) hour notice.

7) TERMINATION

- A) The County may terminate this Agreement at any time by notice in writing to the Contractor.
- B) Upon receipt of such notice, Contractor shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C) Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice, showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) The County agrees to pay Contractor that proportion of the prescribed charges for the Services actually performed, and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.
- E) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a "*Force Majeure* Event"), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

8) NOTICE

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

TO CONTRACTOR: LaSalle Corrections
26228 Ranch Road 12
Dripping Springs, Texas 78620
Attn: Tim Kurpiewski, CFO

TO COUNTY: Collin County Sheriff's Office
4300 Community Ave.
McKinney, Texas 75071
Attn: Chief Johnny Jaquess

COPY TO: Collin County Administrator
2300 Bloomdale Rd #4192
McKinney, Texas 75071
Attn: Bill Bilyeu

- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

9) SUCCESSORS AND ASSIGNS

- A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Neither Party shall assign, sublet, or transfer its interest in this Agreement without written consent of the other, which shall not be unreasonably withheld.

10) PUBLIC CONTACT

- A) Contact with the news media, citizens of Collin County, or governmental agencies shall be the responsibility of the County.
- B) Under no circumstances shall Contractor release any material or information developed in the performance of its Services without the express written permission of the County.

11) COMPLIANCE AND STANDARDS

- A) Contractor represents and warrants that it is capable and willing to provide the Services called for in the Agreement and agrees to render the Services in accordance with the generally accepted standards applicable to the Services and in compliance with the Texas Commission on Jail Standards where applicable. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents and warrants that Contractor, and its personnel are fully qualified to perform the Services described in this Agreement.

- B) Contractor shall immediately report unusual incidents, emergencies or controversial situations that arise in the performance of the Services to the Sheriff, in accordance with the Sheriff's directives. For the purpose of definition, "unusual incident, emergency, or controversial situations" includes, but is not limited to the following: any act of violence by an Inmate, prisoner, employee, or subcontractor; any escape or attempted escape of an Inmate or prisoner, or any other breach of security; any excessive delay in the transportation of an Inmate; any medical condition of an Inmate or prisoner requiring emergency medical treatment; and any mechanical failure or other situation that would normally require formal reports to the cognizant regulatory agency. *See, e.g., Gov't Code, § 511.020; 37 Tex. Admin. Code 269.1.*
- C) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes the Contractor to release specific information to any third parties.
- D) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or documents obtained in connection with this Agreement other than for the performance of this Agreement.
- E) Contractor shall not divulge or otherwise make use of the trade secrets or other confidential information, procedures, or policies of any former employer, contractor, client, or customer in the performance of this Agreement. Neither shall Contractor copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.

12) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

13) INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, CONSULTANTS UNDER CONTRACT, ITS SUBCONTRACTORS AND THEIR EMPLOYEES, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE CONTRACTOR PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH CONTRACTOR IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

CONTRACTOR SHALL HOLD HARMLESS THE COUNTY FOR ANY PERSONAL INJURY TO CONTRACTOR'S EMPLOYEES OR ANY DAMAGE TO CONTRACTOR'S EMPLOYEE'S PERSONAL PROPERTY THAT MAY OCCUR IN THE PERFORMANCE OF THIS AGREEMENT.

CONTRACTOR SHALL HOLD HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS CONTRACT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR BY ANY PERSON EMPLOYED BY CONTRACTOR, OR CONTRACTOR'S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL. CONTRACTOR SHALL ALSO HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPERT FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY CONTRACTOR OR BY ANY PERSON EMPLOYED BY CONTRACTOR, OR

CONTRACTOR'S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, CONTRACTOR SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING. SUCH RESERVATION DOES NOT RELIEVE CONTRACTOR FROM ANY OF ITS INDEMNIFICATION OR HOLD HARMLESS OBLIGATIONS.

14) ENTIRE AGREEMENT; MODIFICATIONS

- A) This instrument, including the exhibits and attachments contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

15) AUTHORITY OF THE SHERIFF

- A) The Sheriff shall decide and maintain authority of Collin County inmates and any and all questions, which may arise as to the housing and care of those inmates...
- B) It is mutually agreed by both Parties that the Sheriff or his designated representative, shall act for the County in connection with the performance of this Agreement. However, nothing contained in this article shall be construed to authorize the Sheriff to alter, vary, or amend any of the terms or provisions of this Agreement.

16) INSURANCE REQUIREMENTS

- A) The Contractor shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. These requirements do not establish limits of the Contractor's liability.
 - i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents, except for Professional Liability.
 - ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
 - iii) The County reserves the right to request additional insurance upon notice.

- B) Contractor shall maintain at a minimum:
- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.
 One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Property Damage Combined Two Million Dollars (\$2,000,000.00); Products-Completed Operations Aggregate Limit Two Million Dollars (\$2,000,000.00) Per Job; General Aggregate Two Million Dollars (\$2,000,000.00); Personal and Advertising Injury One Million Dollars (\$1,000,000.00).
 The County shall be named as an "additional insured" on the commercial general liability policy and any separate policies covering the requirements in this Article 17(B)(i and ii), where applicable.
 - ii) Professional Liability: One Million Dollars (\$1,000,000.00) limit per occurrence, Two Million Dollars (\$2,000,000.00) aggregate.
 - iii) Excess/Umbrella Liability: Two Million Dollars (\$2,000,000.00).
 - iv) Workers' Compensation (with Waiver of subrogation to the County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Services, and in accordance with state law.
 - v) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage. The County shall be named as an "additional insured" on the automobile policy.
 - vi) Proof of insurance with proof of waiver of subrogation and County designated as an "additional insured" will be obtained.

17) APPLICABLE LAW AND VENUE

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Collin County, Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Collin County, Texas.

18) NO FEDERAL EXCLUSION

- A) Contractor warrants that Contractor is not an "Ineligible Person." An "Ineligible Person" is an individual or entity who:
- i) Is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal and/or state health care programs or in federal and/or state procurement or no procurement programs. This includes persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - ii) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a- 7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- B) Contractor agrees to report immediately to the County if Contractor becomes an "Ineligible Person" during the term of this Agreement.

19) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")

The purpose of this Article is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); the Texas Medical Records Privacy Act, Health & Safety Code, Chapter 181; Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements").

- A) Definitions.
- i) Confidential Information is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).
 - ii) Protected Health Information ("PHI") is defined in 45 C.F.R. § 160.103; Health & Safety Code, §§ 181.001, 181.00 and is limited to information created or received by Contractor from or on behalf of the County.
 - iii) Electronic Protected Health Information ("EPHI") shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
 - iv) Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operation in an information system, including, but not limited to,

information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

- B) General.
 - i) Contractor agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Tex. Gov't Code §§ 552.001 *et seq.*, as amended.
 - ii) Contractor agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at Contractor's own expense.
 - iii) Contractor agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of Contractor's services to the County. Compliance with this paragraph is at Contractor's own expense.
 - iv) The terms used in this Article shall have the same meaning as those terms in the Privacy and Security Requirements.
- C) Representation. Contractor represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.
- D) Business Associate. Contractor is a "Business Associate" of the County as that term is defined under the Privacy and Security Requirements.
 - i) Nondisclosure of PHI. Contractor agrees not to use or disclose PHI received from or on behalf of the County or created, compiled, or used by Contractor pursuant to the Agreement other than as permitted or required by this Article, or as otherwise required by law.
 - ii) Limitation on Further Use or Disclosure. Contractor agrees not to further use or disclose PHI or EPHI received from or on behalf of the County or created, compiled, or used by Contractor pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the County, or if either

Contractor or the County is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.

- iii) Safeguarding PHI. Contractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Article or as required by State or Federal law, regulation, or rule.
- iv) Safeguarding EPHI. Contractor agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the County. These safeguards shall include the following:
 - a) Encryption of EPHI that Contractor stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;
 - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
 - e) Conduct of periodic security training.
- v) Reporting Security Incidents. Contractor agrees to report to the County any Security Incident immediately upon becoming aware of such. Contractor further agrees to provide the County with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident:
 - a) a brief description of what happened, including the dates the Security Incident occurred and was discovered;
 - b) a reproduction of the PHI or EPHI involved in the Security Incident; and
 - c) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or Indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.

If Contractor determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, the Contractor agrees to notify the County in writing of the conditions that make reproduction infeasible and any information the Contractor has regarding the PHI or EPHI involved.

Contractor agrees to cooperate in a timely fashion with the County regarding all Security Incidents reported to the County.

Contractor agrees that the County will review all Security Incidents reported by Contractor and the County, in its sole discretion, will take the following steps in response, to the extent necessary or required by law, including, but not limited to:

- a) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the County's website, or through a combination of those methods, of the Security Incident;
- b) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the County, at no cost to the individuals; and
- c) providing notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

Contractor agrees to reimburse the County for all expenses incurred as a result of Contractor's Security Incidents, including, but not limited to, expenses related to the activities described above. Contractor agrees that the County will select the vendors and negotiate the contracts related to say expenses.

- vi) EPHI and Subcontractors. Contractor shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, Contractor agrees to give the County at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
- vii) Subcontractors and Agents. Contractor shall require any subcontractor or agent to whom Contractor provides PHI or EPHI received from or on behalf of the County or created, compiled, or used by Contractor pursuant to this Agreement, to agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and EPHI.
- viii) Reciprocal Disclosures. The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs.
- ix) Mitigation. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI or EPHI by Contractor, or by a subcontractor or agent of Contractor, resulting from a violation of this Article, including violations of the

Privacy and Security Requirements stated herein. Contractor also agrees to inform the County in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.

- x) Notice - Access by Individual. Contractor agrees to notify the County in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the County to obtain access to the individual's PHI. Upon request by the County, Contractor agrees to make available PHI and EPHI to the County or, as directed by the County, to an individual in accordance with 45 C.F.R. § 164.524.
- xi) Notice - Request for Amendment. Contractor agrees to notify the County in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the County to request an amendment of the individual's PHI or EPHI. Contractor agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the County in accordance with 45 C.F.R. § 164.526.
- xii) Notice - Request for Accounting. Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, Contractor agrees to notify the County in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the County for an accounting of the disclosures of the individual's PHI or EPHI. Contractor agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
- xiii) HHS Inspection. Upon written request, Contractor agrees to make available to HHS or its designee, Contractor's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the County, in a time or manner designated by HHS for purposes of HHS determining the County's compliance with the Privacy and Security Requirements.
- xiv) County Inspection. Upon written request, Contractor agrees to make available to the County and its duly authorized representatives during normal business hours Contractor's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County in a time and manner designated by the County for the purposes of the County determining compliance with the

Privacy and Security Requirements. Contractor agrees to allow such access until the expiration of six (6) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. Contractor agrees to allow similar access to books, records, and documents related to contracts between Contractor and organizations related to or subcontracted by Contractor to whom Contractor provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the County.

- xv) PHI or EPHI Amendment. Contractor agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the County pursuant to this Agreement when notified by the County that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
- xvi) Documentation of Disclosures. Contractor agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the County to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
- xvii) Termination Procedures. Upon termination of this Agreement for any reason, Contractor agrees to deliver all PHI or EPHI received from the County or created, compiled, or used by Contractor pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the County in writing, to destroy all PHI or EPHI within the time frame determined by the County, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when Contractor maintains PHI or EPHI from the County in any form. If Contractor determines that transferring or destroying the PHI or EPHI is infeasible, Contractor agrees:
 - a) to notify the County of the conditions that make transfer or destruction infeasible;
 - b) to extend the protections of this Article to such PHI or EPHI; and
 - c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the County, or destruction infeasible.
- xviii) Notice-Termination. Upon written notice to Contractor, the County may terminate any portion of the Agreement under which Contractor maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Contractor, the County may terminate the entire Agreement if the County determines, at its sole discretion, that Contractor has repeatedly violated a Privacy or Security Requirement.

- E) Survival of Privacy Provisions. Contractor's obligations with regard to PHI and EPHI shall survive termination of this Agreement.
- F) Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this Agreement if the County, in its reasonable discretion, determines that amendment is necessary for the County to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Article shall be resolved to permit the County to comply with the Privacy and Security Requirements.
- G) **Indemnification. Contractor agrees to indemnify and hold harmless, to the extent allowed by law, the County and its Commissioners' Court, officers, employees, and agents (individually and collectively "indemnitees") against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:**
 - i) **a breach of this Agreement relating to the Privacy and Security Requirements by Contractor; or**
 - ii) **any negligent or wrongful acts or omissions of Contractor or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.**
- H) Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137 et seq., as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.
- I) This Article survives the termination of the Agreement and expires six (6) years after its termination.

20) **CRIMINAL BACKGROUND CHECKS**

- A) Contractor agrees to perform a criminal background check, in accordance with Tex. Gov't Code Ann. §§411.135, 411.136, as amended, and obtain a criminal history record on all persons furnished or assigned to perform Services under this Agreement. Contractor warrants and represents that it will not assign any person:

- i) who fails or refuses to provide information necessary to obtain a criminal background history; or
 - ii) whose criminal record information reveals a conviction or deferred adjudication that renders the person unqualified under state or federal law to perform services in a health care facility or unsuitable for assignment to the County.
- B) Upon request, Contractor shall release the criminal history record information to the County, who will not disclose such information except as provided by law. County reserves the right to determine, at its sole discretion, the provision of Services by any of Contractor's personnel. Any County concern regarding the suitability of Contractor's employees will be satisfied promptly, up to and including removal from providing Services to the County if necessary.

21) QUARTERLY INSPECTIONS

- A) Contractor shall allow Collin County to conduct quarterly inspections of each of the facilities housing County inmates as required to ensure an acceptable level of Services and acceptable conditions of confinement, as determined by Collin County. Notice to the Contractor is not required prior to an inspection. However, the warden of the facility or his/her designee must be notified and on-site.
- B) Contractor shall reimburse the County for quarterly inspection costs performed by the Sheriff's personnel.
- C) If within a sixty (60) day cure period, Contractor fails to remedy deficient Services that the County identifies through inspection, the County may immediately terminate this Agreement.
- D) Contractor shall provide Collin County copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.

22) NO THIRD-PARTY BENEFICIARIES

- A) The County is not obligated or liable to any party other than Contractor for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

23) CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.

24) WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

25) TAXES AND CHARGES

- A) The County is exempt from state and local sales, excise, and use taxes by virtue of its being a duly organized county and does not otherwise have to prove its tax-exempt status. See Tex. Tax Code, § 151.309; 34 Tex. Admin. Code 3.322(c)(5), as amended.
- B) The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered.

26) SEVERABILITY

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

27) TEXAS PUBLIC INFORMATION ACT

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.

- B) It is expressly understood and agreed that the County, its officers, and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.

- C) In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

28) SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

29) **EFFECTIVE DATE**

The Effective Date of this Agreement will be the date the Agreement is approved by the Commissioners' Court of Collin County.

30) **EXECUTION**

Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

LASALLE CORRECTIONS, LLC

By: 

Name: Tim Kurpiowski

Title: CFO

Date: 12-21-21

COLLIN COUNTY

By: 

Name: CHRIS HILL

Date: 12-17-21

By: _____

COLLIN COUNTY JUDGE

COLLIN COUNTY

By: 

Name: JIM SKINNER

Title: **COLLIN COUNTY SHERIFF**

Date: 1/7/22

EXHIBIT A

Contractor's Statement of Work
Pricing Information

Male and Female Inmates – Texas **Rate/Man Day**
\$70.00

** Above rates are subject to a CPI adjustment each renewable period.*

DETENTION CENTERS AND AVAILABLE CAPACITY

Texas-Regional Director Jay Eason (936) 661-4307

1. ROLLING PLAINS DETENTION CENTER

118 CR 206,
Haskell, TX 79521

Capacity: 555 beds Min-Med male and female beds available
Warden: Judith Bennet
Telephone: (254) 317.3941

2. JEFFERSON COUNTY DOWNTOWN JAIL

1001 Pearl Street, Suite 101
Beaumont, Texas 77701

Capacity: 501 Min-Med male and female
Warden: Detrah Lacy
Tel.: (409) 434.4653

3. PARKER COUNTY JAIL

612 Jameson Street
Weatherford, Texas 76086

Capacity: 449 *Min-Med male and female inmates*
Warden: Ron King
Tel.: (682) 317.3949

4. FANNIN COUNTY JAIL

2389 Silo Rd., Bonham, Texas 75418

Capacity: 550
Warden: Stacy King, sking@lasallecorrections.com;
Tel. 903-640-417

SERVICES AVAILABLE:

Inmate services provided but not limited to are as follows:

1. Commissary services at least two (2) times weekly will be provided as dictated by Texas Jail Standards.
2. Recreation as outlined by Texas Jail Standards

3. Dayroom as outlined by Texas Jail Standards
4. Telephone Services will be made available to all inmates as dictated by Jail Standards
5. Transportation to and from Collin County will be provided as needed and dictated by the Collin County Sheriffs' Office personnel at no charge one (1) times weekly and more with an additional charge.
6. SKYPE and conference calls for Attorney visits is available.
7. Access to reasonable visitation with family members through video or in person visits will be made available at no cost to the family members as dictated by Jail Standards.
8. Contractor shall comply with the Prison Rape Elimination Act (PREA) standards.

CLASSIFICATION

Each of the above facilities will accept inmates with the following classification criteria highlighted in red above:

1. Male and female adult offenders with Minimum and Medium custody classification levels will be accepted according to each facility's **availability** and as indicated in red above.
2. Maximum custody level classifications will be evaluated using each unit's classification system for male and female adult offenders not accepting inmates with offenses such as murder, escape, no present or past serious institutional behavioral problems and assaultive in nature.
3. We will accept Gang affiliated inmates on a case-by-case basis and where space is available.
4. Inmates under the age of eighteen (18) will not be accepted.

FACILITY MEDICAL STANDARDS

All facilities will meet the following medical standards and expand on standards listed in the current "**Agreement**":

1. . Provide, within the first fourteen (14) calendar days of admittance, the routine medical examination and testing required by Texas Jail Commission.
2. Provide medical evaluation within twenty-four (24) hours for Inmates identified as having medical issues at intake screening
3. .
4. Provide nursing support on-site for all facilities (12) hours a day and on call service seven (7) days per week.
 - a. Physician and or NP Services to oversee Nursing staff and sick call services.
 - b. **Basic** Mental health services by medical professionals Physician or NP to oversee the mental health prescription needs of inmates.
 - c. Well Path will provide 14 days of medication for each inmate requiring medication prior to transport.
5. Each Facility will be able to handle inmates with special limited medical conditions **except for the** following:

- Chronic heart patients
 - Anticoagulant patients
 - Nitro type medications
 - Advanced end-stage human immunodeficiency virus (HN) patients on medications
 - No handicap for *Jefferson County Jail*
 - Psychotic patients
 - Severe Mental Health patients
 - Dialysis patients
 - Patients requiring Oxygen
6. Each facility will be able to handle but not limited to the following special medical conditions:
- Diabetes controlled by oral and insulin injections
 - High Blood Pressure
 - Cholesterol
 - Mental Health out-patients
 - Management of prescription medications
 - Narcotic patients except for Louisiana facilities.