

**AGREEMENT FOR INMATE HEALTH CARE SERVICES
at Effingham County, Georgia**

This Agreement for Inmate Health Care Services (hereinafter, the "Agreement") entered into by and between Effingham County, a political subdivision in the State of Georgia (hereinafter, the "County"), acting by and through its duly elected Board of County Commissioners, (hereinafter, the "Board") and GENESYS Health Alliance, LLC (hereinafter, "GENESYS"), a Delaware Limited Liability Company.

RECITALS

WHEREAS the County and the duly elected Sheriff (hereinafter the "Sheriff") are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Effingham County Prison and Jail (hereinafter, "Jail"); and

WHEREAS the objective of the County is to provide for the delivery of quality health care to the Inmates and Detainees of the Jail (hereinafter, "Jail Population") in accordance with applicable law; and

WHEREAS GENESYS is in the business of administering correctional health care services and desires to administer such services on behalf of the County to the Jail Population under the terms and conditions hereof.

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

DEFINITIONS

Contract Year - The initial, and any successive, twelve (12) month period beginning with the Agreement's effective date.

County Inmates/Detainees - An Inmate/Detainee held under the jurisdiction of the County or Sheriff. County Inmates/Detainees may be housed in the Jail or another jurisdiction's correctional facility. However, County Inmates/Detainees housed in another jurisdiction are not covered by the provisions of this Agreement unless GENESYS administers health care services at the other jurisdiction's facility and is expressly set forth below.

Covered Persons - An Inmate/Detainee of the Jail who is: (1) part of the Jail's MADP; (2) Fit for Confinement; and (3)(a) incarcerated in the Jail; or (b) on work release status. NOTE: Covered Persons include Other County Inmates/Detainees to deliver essential health care services. However, the cost of particular services provided to Other County Inmates/Detainees is borne by the County as outlined in Section 5.0.

Detainee - An adult or juvenile individual whose sentence has yet to be adjudicated and who is held as a pre-trial detainee or in lawful custody.

Fit for Confinement- A determination made by a GENESYS-authorized physician that an inmate/Detainee is medically stable and has been medically cleared for acceptance into the Jail. Such a decision shall only be made after resolving any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

Health Care Staff - Medical, mental health, and support staff provided or administered by GENESYS.

GENESYS Chief Clinical Officer- GENESYS's Chief Physician is vested with specific decision-making duties under this Agreement.

Inmate - An adult or juvenile individual incarcerated for the term of their adjudicated sentence.

Monthly Average Daily Population (MADP) - The average number of Inmates/Detainees housed in the Jail daily for one month. The MADP shall include, but separately list, Other County Inmates/Detainees. The MADP shall be figured by summing the daily population for the Jail and Other County Inmates/Detainees (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. Upon request, jail records shall be made available to GENESYS to verify the MADP. Persons on home confinement, housed outside of the Jail, and parolees and escapees shall not be considered part of the Jail's MADP.

NCCHC - The National Commission on Correctional Health Care.

Other County Inmate/Detainee - An Inmate/Detainee under the jurisdiction of another county, state, or federal agency who is being housed in the Jail.

Physician Extender - An advanced-level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

Specialty Services - Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, dermatology, or other specialized field of medicine, excluding services that are otherwise provided for in this Agreement.

ARTICLE I HEALTH CARE SERVICES

1.0 SCOPE OF SERVICES. GENESYS shall administer health care services and related administrative services at the Jail according to the terms and provisions of this Agreement. GENESYS or the County shall bear the costs of the various health care services as outlined in this Article.

I. I GENERAL HEALTH CARE SERVICES. GENESYS will arrange and bear the cost of the following healthcare services:

1.1.1 RECEIVING SCREENING. A receiving screening of a Covered Person shall be performed as soon as possible after the Covered Person's booking into the Jail, at most 24 hours after the Covered Person arrives at the Jail.

1.1.1 HEALTH ASSESSMENT. A health assessment of a Covered Person shall be performed as soon as possible but no later than fourteen (14) calendar days after the inmate/Detainee's arrival at the Jail. The health assessment shall follow current NCCHC guidelines.

1.1.2 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for Covered Persons on a timely basis and in a clinical setting. A Physician Extender will be available to see Covered Persons at least once per week.

1.2 AMBULANCE SERVICE - NOT COVERED. GENESYS shall not be responsible for the provision or cost of any ambulance services or other transportation services for off-site

Healthcare. The County shall bear the cost if such transportation service is required for any reason.

1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. GENESYS Health

Care Staff will not perform body cavity searches nor collect physical evidence (blood, hair, semen, saliva, etc.). Notwithstanding the preceding, GENESYS Health Care Staff will conduct blood draws to collect evidence to determine whether the patient was driving under the influence, but only if the patient provides informed written consent as defined by law.

1.4 DENTAL - NOT COVERED. GENESYS shall arrange for dental services, but the County shall bear the cost of any and all dental services required by the Jail Population.

1.5 ELECTIVE MEDICAL CARE - IS NOT COVERED. GENESYS shall not be responsible for the provision or cost of any elective care. If a member of the Jail Population requires elective care, the inmate/Detainee or County shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of GENESYS's Chief Clinical Officer or designee, cause the inmate/Detainee's health to deteriorate or cause harm to the inmate/Detainee's well-being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

1.6 HOSPITALIZATION - NOT COVERED. GENESYS shall not be responsible for the provision or cost of any hospitalization services. If hospitalization is medically necessary for a member of the Jail Population, GENESYS shall arrange for admission and hospitalization for such member, and the County shall bear the cost.

1.7 LONG-TERM CARE - IS NOT COVERED. GENESYS shall not be responsible for the provision or cost of any long-term care facility services. If a member of the Jail Population requires skilled care, custodial care, or other benefits of a long-term care facility, the County shall bear the cost.

- 1.8 MENTAL HEALTH CARE - ON-SITE ONLY. GENESYS shall arrange and bear the cost of on- site mental health services for the Covered Person, including evaluations, referrals, crisis management, suicide intervention, individual therapy, fundamental community linkage, and continuity of care. GENESYS shall not be responsible for the provision or cost of any off-site or inpatient mental health services. The County shall be responsible for the provision and cost of off-site or inpatient mental health services for the Jail Population.
- 1.9 PATHOLOGY/RADIOLOGY SERVICES - NOT COVERED. GENESYS shall not be responsible for the provision or cost of any pathology or radiology services. Suppose any pathology or radiology services (also called laboratory and x-ray services) are required for the Jail Population. In that case, the County shall bear the on-site or off-site cost.
- 1.10 PREG ANT COVERED PERSONS. GENESYS shall arrange and bear the cost of on-site health care services for any pregnant Covered Person per NCCHC standards and this Agreement, but GENESYS shall not arrange or bear the cost of any health care services for infants. To the extent off-site health care services are required for any pregnant Covered Person, GENESYS shall make appropriate arrangements for rendering such care, but the County shall bear the cost of such off-site services.
- 1.11 SPECIALTY SERVICES - NOT COVERED. GENESYS shall arrange for Specialty Services but shall not be responsible for the provision or cost of any Specialty Services, whether on-site or

off-site. The County shall bear the cost if Specialty Services are medically necessary for the Jail Population.

- 1.12 VISION CARE - NOT COVERED. GENESYS shall not be responsible for providing eyeglasses or vision services other than care for eye injuries or diseases. If any Covered Person requires vision services, including an ophthalmologist's services, the County shall bear the cost of such vision or eye care services.
- 1.13 OFFICE EQUIPMENT/SUPPLIES - NOT COVERED. GENESYS shall not be responsible for the provision or cost of any office equipment. The County shall be responsible for providing office equipment, such as copier, fax, and phone service required for the administrative operation of the medical unit.
- 1.14 OFFICE FORMS AND RESOURCES - COVERED. GENESYS shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 1.15 MEDICAL SUPPLIES/EQUIPMENT- NOT COVERED. GENESYS shall not be responsible for the provision or cost of medical supplies (i.e., alcohol prep pads, syringes, etc.) or equipment (i.e., thermometers, scales, etc.), and the County shall be responsible for all such costs.
- 1.16 MEDICAL WASTE - NOT COVERED. GENESYS shall arrange for the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this Agreement following all applicable state laws and OSHA- regulated standards. However, the cost shall pass through to the County.
- 1.17 PHARMACY SERVICES. GENESYS shall provide monitoring of pharmacy usage as well as a Preferred Medication List. The County shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed GENESYS physician for a Covered Person. Prescribing, dispensing, and administering medication shall comply with all State and Federal laws and regulations, and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed, or certified healthcare provider.

ARTICLE II
HEALTHCARE STAFF

2.0 STAFFING HOURS. GENESYS shall provide or arrange for the provision of Health Care Staff necessary to render the health care services contemplated in Article I as outlined in the staffing plan outlined in Exhibit A, attached hereto and made a part hereof. GENESYS reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operation needs to provide the health care services under this Agreement.

2.0.1 Additional hours may be provided if mutually agreed upon by both Parties in writing, with at least 24 hours advanced notice.

2.0.2 GENESYS shall provide or arrange an on-call Physician Extender available by telephone or pager 24 hours per day and seven days per week.

2.0.3 GENESYS shall make reasonable efforts to supply the staffing levels contained in this section; however, failure to continuously provide all of the required staffing due to labor

After such reasonable efforts have been made, market demands or other factors outside the control of GENESYS shall not constitute a breach of this Agreement.

2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Inmate/Detainee population, and other unforeseen circumstances, inevitable increases or decreases in staffing requirements may be waived as agreed to by the County and GENESYS.

2.2 STAFF SCREENING. The County shall screen GENESYS's proposed Health Care Staff, employees, agents, and/or subcontractors providing services at the Jail to ensure they do not constitute a security risk. The County shall have final approval of GENESYS's Health Care Staff, employees, agents, and/or subcontractors regarding security/background clearance.

2.3 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the County becomes dissatisfied with any member of the Health Care Staff, the County shall provide

GENESYS written notice of such dissatisfaction and the reasons. Following such information, GENESYS shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem still needs to be resolved to the satisfaction of the County within ten (10) business days following GENESYS's receipt of the notice, GENESYS shall remove the individual from providing services at the Jail within a reasonable time frame considering the effects of such removal on GENESYS's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The County reserves the right to revoke the security clearance of any Health Care Staff at any time.

ARTICLE III
ADMINISTRATIVE SERVICES

- 3.0 UTILIZATION MANAGEMENT. GENESYS shall provide utilization management services and administer Pharmacy services as outlined in Article I on behalf of the County. GENESYS will follow applicable state laws, make reasonable efforts to obtain provider discounts and keep the County and/or Sheriff apprised of its utilization management practices.
- 3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. GENESYS shall conduct an ongoing health and mental health education and training program for the County Deputies and Jailers per the needs mutually established by the County and GENESYS.
- 3.2 QUARTERLY REPORTS. As requested by the Sheriff, GENESYS shall submit quarterly health care reports concerning the overall operation of the health care services program rendered according to this Agreement and the general health of the Jail Population.
- 3.3 QUARTERLY MEETINGS. As requested by the Sheriff, GENESYS shall meet quarterly, or as soon as possible, with the Sheriff or designee, concerning health care services within the Jail and any proposed changes in health-related procedures or other matters which both Parties deem necessary.
- 3.4 MEDICAL RECORDS MANAGEMENT. GENESYS shall provide the following medical records management services:
- 3.4.J MEDICAL RECORDS. GENESYS Health Care Staff shall maintain, cause or require the maintenance of complete and accurate medical records for

Covered Persons who have received health care services. Medical records shall be kept separate from the Covered

Person's confinement records. A complete copy of the individual medical document shall be available to accompany each Covered Person who is transferred from the Jail to another location for off-site services or transferred to another institution. GENESYS will keep medical records confidential and shall not release any information in any medical history except as required by published Jail policies, court orders, or applicable law. Upon termination of this Agreement, all medical records shall be delivered to and remain with the Sheriff as property of the Sheriff's office.

3.4.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained following the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other applicable state or federal privacy statute or regulation.

3.4.3 RECORDS AVAILABILITY. As needed to administer the terms of this Agreement, GENESYS shall make available to the Sheriff or County, unless otherwise explicitly prohibited, at the Sheriff's or County's request, all records, documents, and other papers relating to the direct delivery of health care services to the Jail Population hereunder.

ARTICLE IV

PERSONS COVERED UNDER THIS AGREEMENT

4.0 GENERAL. Except as otherwise provided in this Agreement, GENESYS shall only be required to arrange for health care services under this Agreement to be delivered to Covered Persons.

4.1 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITOR. GENESYS shall arrange on-site first-response emergency medical care as required for Jail employees, contractors, and visitors. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

4.2 RELEASE FROM CUSTODY. The County acknowledges and agrees that GENESYS is responsible for paying costs associated with services rendered to

Covered Persons as set forth in this Agreement only when such persons remain in the custody of, or under the jurisdiction of, the Jail. In no event shall GENESYS be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the Jail, including, but not limited to, releases, parolees, and escapees. Furthermore, in no event shall GENESYS be responsible for payment of costs associated with any medical services rendered to a Covered Person when said Covered Person is injured outside the Jail facility during transport to or from the Jail.

ARTICLE V

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 OTHER COUNTY INMATES/DETAINEES. GENESYS shall only be responsible for arranging health assessments, sick call, over-the-counter medications, medical supplies, and medical waste services for Other County Inmates/Detainees. The agency responsible for the Other County Inmate/Detainee shall pay all prescription medication and other health care expenses, including those services listed in Article I of this Agreement and all additional medically related costs associated with Other County Inmates/Detainees.
- 5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. GENESYS shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed in other counties or jurisdictions. The County or Sheriff or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of County inmates/Detainees removed from the Jail, including, but not limited to, the services listed in Article I of this Agreement and any other health care related expenses associated with said Inmates/Detainees unless the Inmate/Detainee is housed in a facility where GENESYS provides Inmate/Detainee health care services. GENESYS shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees outside the Jail.
- 5.2 INJURIES BEFORE INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED INMATES/DETAINEES. GENESYS shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person before incarceration at the Jail or during an escape or escape attempt, including, but not limited to, medical services provided to any detained person before the person's booking and confinement in the Jail. In addition,

GENESYS shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life-threatening injury or illness or in immediate need of emergency medical care. GENESYS shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or the County shall bear the cost of, and be responsible for, all reasonable and necessary medical or health care services of the individual until the arresting authority can present a medically stable individual that is Fit for Confinement. To the extent GENESYS is billed for medical services provided to an individual not Fit for Confinement, the County shall reimburse GENESYS for all such costs. GENESYS shall not charge an additional fee to examine an individual to determine whether he is fit for confinement.

ARTICLE VI
COST OF SERVICES NOT COVERED UNDER THIS
AGREEMENT

- 6.0 SERVICES NOT LISTED. Both Parties understand and agree that costs will be incurred for healthcare-related services as outlined in Articles I, II, and III above. GENESYS shall not be responsible for any expenses not covered explicitly under Articles I, II, and III of this Agreement. If any of the health care services not covered by GENESYS under Articles I, II, and III, or any services that are not listed within this Agreement, are required for a member of the Jail Population as a result of the medical judgment of a physician, or GENESYS authorized personnel, GENESYS shall not be responsible for arranging such services and the cost of such services shall be billed directly to the County.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both Parties understand and agree that there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses that are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While both Parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak, or any other catastrophic event, or an event caused by the action or inaction of the County or Sheriff or their employees,

agents or contractors, which results in medical care for the Jail Population, Jail staff, visitors, or contractors, GENESYS shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the County. Notwithstanding the above, GENESYS shall be responsible for medical costs under this Agreement associated with such an event only if such an event was caused solely by GENESYS.

ARTICLE VII
COUNTY'S DUTIES AND OBLIGATIONS

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The County, Jail, and Sheriff and their employees, agents, and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws to the extent they are applicable. The County and the Sheriff shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. GENESYS shall identify to the Sheriff those members of the Jail Population with medical or mental health conditions that may be worsened due to incarceration or which may require extensive care while confined. After review of the circumstances, and when security risks permit, the Sheriff shall make every effort to have such an Inmate/Detainee released, transferred, or otherwise removed from the correctional setting.
- 7.2 RECORD ACCESS. During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the Sheriff shall provide GENESYS, at GENESYS's request, the County, Jail, and/or Sheriffs records (including medical records) relating to the provision of health care services to the Jail Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Jail Population (to the extent the County, Jail or Sheriff has control of, or access to, such records). GENESYS may request such records concerning the investigation of, or defense of, any claim by a third party related to GENESYS's conduct or to prosecute a claim against a third party. Any such information provided by the Sheriff to GENESYS that the Sheriff considers confidential shall be kept confidential by GENESYS and shall not, except as

may be required by law, be distributed to any third party without prior written approval by the Sheriff.

7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES.

Inmates/Detainees of the Jail shall not be employed or otherwise engaged or utilized by either GENESYS or the Sheriff in rendering any health care services to the Jail Population, provided, however, that alienates/Detainees may be used in positions not involving the rendering of health care services directly to the Jail Population and not involving access to Jail Population records following NCCHC standards.

7.4 SECURITY OF THE JAIL FACILITY AND GENESYS. GENESYS and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of GENESYS, as well as for the security of the Jail Population and Sheriffs staff, consistent with a correctional setting. The Sheriff shall provide sufficient security to enable GENESYS, its Health Care Staff, employees, agents, and/or subcontractors to deliver the health care services described in this Agreement safely. GENESYS, its Health Care Staff, employees, agents, and/or subcontractors shall follow all security procedures of the Sheriff while at the Jail or other premises under the Sheriff's direction or control. However, any GENESYS Health Care Staff, employee, agent, and/or subcontractor may, at any time, refuse to provide any service required under this Agreement if such person reasonably feels that the current safety services are insufficient. GENESYS shall not be liable for any loss or damages resulting from GENESYS's Healthcare Staff, employees, agents, and/or subcontractors' failure to provide medical services due to insufficient security services.

7.5 SHERIFF'S POLICIES AND PROCEDURES. GENESYS, its Health Care Staff, employees, agents, and/or subcontractors shall operate within the requirements of the County's and/or Sheriff's posted security Policies and Procedures, which impact the provision of medical services.

7.5.1 A complete set of said Policies and Procedures shall be maintained by the County and made available for inspection by GENESYS at the Jail, and GENESYS may make a reasonable number of copies of any specific section(s) it wishes using the Sheriff's photocopy equipment and paper.

7.5.2 Any Policy or Procedure that may impact the provision of health

care services to the Jail Population which has not been made available to GENESYS shall not be enforceable against GENESYS unless otherwise agreed upon by both Parties.

- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to GENESYS. We! Path, its Health Care Staff, employees, agents, and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to GENESYS.
- 7.5.4 If any of the County and/or Sheriffs Policies and Procedures specifically relate to the delivery of medical services, the County and/or Sheriffs representative and GENESYS shall review the County and/or Sheriffs Policies and Procedures and modify or remove those provisions that conflict with GENESYS's Jail Health Care Policies and Procedures.
- 7.6 DAMAGE TO EQUIPMENT. GENESYS shall not be liable for loss of or damage to equipment and supplies of GENESYS, its agents, employees, or subcontractors if such loss or damage was caused by the negligence of the County and/or Sheriffs employees.
- 7.7 SECURE TRANSPORTATION. The Sheriff shall provide security as necessary and appropriate in connection with the transportation of a member of the Jail Population to and from off-site services, including, but not limited to, Specialty Services, hospitalization, pathology, and radiology services as requested by GENESYS. GENESYS shall coordinate with the Sheriff's office for transportation to and from the off-site services provider or hospital.
- 7.8 OFFICE EQUIPMENT AND SUPPLIES. The Sheriff shall provide use of County-owned office equipment and all necessary utilities (including telephone and fax line service) in place at the Jail health care facilities unless otherwise stated in Paragraph 1.13. At the termination of this Agreement, GENESYS shall return to the County possession and control of all County-owned medical and office equipment. At such time, the office equipment shall be in good working order, with reasonable wear and tear excepted.
- 7.9 NON-MEDICAL CARE OF JAIL POPULATION. It is understood that the

Sheriff shall provide for all the non-medical personal needs and services of the Jail Population as required by law. GENESYS shall not be responsible for providing, or liable for failing to deliver, non-medical services to the Jail Population, including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

7.10 JAIL POPULATION INFORMATION. To assist GENESYS in providing the best possible health care services to Covered Persons, the Sheriff shall provide, as needed, information about the Covered Person that GENESYS and the Sheriff mutually identify as reasonable and necessary for GENESYS to adequately perform its obligations under this Agreement.

ARTICLE VIII
COMPENSATION AND
ADJUSTMENTS

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base amount to be paid by the County to GENESYS for a period of 12 months for each year is the following, payable in equal monthly installments, and pro-rated for any partial months and subject to any reconciliations as set forth below:

	YEAR 1 September 1, 2023 to August 30, 2024	YEAR 2 September 1, 2024 to August 30, 2025	YEAR 3 September 1, 2025 to August 30, 2026
Base Compensation	\$ xxx	\$ xxx	\$ xxx
Monthly Payment	\$ xxx	\$ xxx	\$ xxx
Per Diem	\$ xxx	\$xxx	\$xxx
After-hours Call Back	\$ xxx	\$ xxx	\$ xxx

The first monthly amount will be paid to GENESYS on September 1st, 2023, for services administered in September 2023. Each monthly payment after that is to be paid by the County to GENESYS before or on the 1st day of the month of service.

8.1 QUARTERLY RECONCILIATION PROCESS. GENESYS will provide a quarterly reconciliation with the County for any amounts owed to GENESYS according to the terms of this Agreement, including, but not limited to, payments due to GENESYS from the County for

any amounts Wellpath paid to third parties on behalf of the County such as for off-site services, Specialty Services, medical supplies or equipment, or pharmaceutical services or costs. The County shall pay such costs within thirty (30) days of receipt of an invoice from GENESYS.

ARTICLE IX
TERM AND
TERMINATION

9.0 TERM. The term of this AGREEMENT shall be three years from September 1st, 2023, at 12:01 a.m. through August 30th, 2024, at 11:59 p.m. This Agreement shall automatically renew for an additional one-year period on September 1st of each subsequent year with mutually agreed upon increases unless this Agreement is terminated or notice of termination is given, as outlined in this Article.

9.0.1 RENEWAL. Upon each subsequent renewal of this Agreement under Paragraph 9.0, the Parties shall negotiate an increase per CPI not to exceed 4.0% of the prior year's annual amount.

9.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index for a defined month before the renewal date and the denominator of which is the Price Index for the same month for the year immediately preceding the Agreement renewal date. However, the annual amount due for any year will be at least the yearly amount of the prior year. The "Price Index" is defined as the Consumer Price Index - All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

9.2 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the County. Recognizing that termination for lack of appropriations may entail substantial costs for GENESYS, the County shall provide GENESYS reasonable advance notice of any potential problem with funding or appropriations.

9.3 TERMINATION DUE TO GENESYS'S OPERATIONS. The County reserves the right to terminate this Agreement immediately upon written notification to GENESYS if GENESYS discontinues or abandons operations, is adjudged bankrupt or reorganized under bankruptcy law, or fails to keep any required insurance policies in force. Both Parties agree that termination under this provision will be considered without cause.

9.4 TERMINATION FOR CAUSE. The Agreement may be terminated for cause under the following provisions:

9.4.1 TERMINATION BY GENESYS. Failure of the County to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by GENESYS upon sixty (60) days advance written notice to the County specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the Agreement's termination date. Upon receipt of the written notice, the County shall have ten (10) days to provide a written response to GENESYS. If the County provides a written response to GENESYS which provides an adequate explanation for the "basis for termination" and the County cures the "basis for termination" to the satisfaction of GENESYS, the sixty (60) day notice shall become null and void. This Agreement will remain in full force and effect. Termination under this provision shall be without penalty to GENESYS.

9.4.2 TERMINATION BY COUNTY. Failure of GENESYS to comply with any provision of this Agreement shall be considered grounds for termination by the County, who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the Agreement's termination date. Upon receipt of the written notice, GENESYS shall have ten (10) days to provide a written response to the County. If GENESYS provides a written response to the County which provides an adequate explanation for the "basis of termination" or cures the "basis for termination" to the satisfaction of the County, the sixty (60) day notice shall become null and void, and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the County.

- 9.5 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this Agreement, the County or GENESYS may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving thirty (30) days advance written notice to the other Party.
- 9.6 COMPENSATION UPON TERMINATION. If any Parties exercise any of the above termination clauses to this Agreement, the County shall pay GENESYS for all services rendered by GENESYS up to the termination date of the Agreement, regardless of the County's failure to appropriate funds.
- 9.7 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this Agreement, GENESYS shall be allowed to remove from the **Jail** any supplies purchased by GENESYS that have not been used at the time of termination. GENESYS shall also be entitled to remove its property from the Jail, including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

ARTICLES
LIABILITY AND RISK MANAGEMENT

10.0 INSURANCE COVERAGE. GENESYS shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance:

10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/

Professional Liability insurance in an amount not less than \$2,000,000 per occurrence.

10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance is at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

10.0.3 WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law.

10.1 PROOF OF INSURANCE. GENESYS shall provide the County proof of

professional liability or medical malpractice coverage for GENESYS's Health Care Staff, employees, agents, and subcontractors for the term services provided under this Agreement. GENESYS shall promptly notify the County, in writing, of each change in coverage, reduction in policy amounts, or cancellation of insurance coverage.

10.2 ADDITIONAL INSURED ENDORSEMENT. If the County is named as additional insured in conformance with GENESYS' policy, such policy will not apply to any liability arising from the additional insured's acts or omissions. As to GENESYS' defense of a suit arising out of the additional insured's acts or omissions and those of GENESYS, this insurance will act as coinsurance with any other insurance available to the additional insured in proportion to the liability limits of all involved policies. However, this insurance does not apply to the indemnity of the additional insured for its acts and omissions, and no insurance policy will increase the extent or scope of the indemnification responsibilities of the Parties as outlined in Section 10.3 below. The naming of an additional insured will not increase the limit of liability under the respective policy.

10.3 INDEMNIFICATION. GENESYS agrees to indemnify and hold harmless the County, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever caused by, based upon, or arising out of any act, conduct, misconduct or omission of GENESYS, its agents, employees, or independent contractors 111 connection with the performance or non-performance of its duties under this Agreement.

The County agrees to indemnify and hold harmless GENESYS, its officials, agents, and employees from and against any and **all** claims, actions, lawsuits, damages, judgments, or liabilities resulting from the negligence of the County, its agents, or employees. The County agrees to promptly notify GENESYS in writing of any incident, claim, or lawsuit they become aware of and shall fully cooperate in the defense of such claim. The County agrees that GENESYS's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected before written notice to GENESYS as set forth above. Upon written notice of claim, GENESYS shall take all steps necessary to promptly defend and protect the County from an indemnified claim, including retention of defense counsel, and GENESYS shall retain sole control of the defense while the action is pending, to the extent allowed by law.

Any portion of this indemnification agreement applies only to the extent permitted by law, and any applicable case law, including under CSX Transportation Inc. v. City of Garden .Q.ty, 277 Ga. 248, 588 S.E.2d 688.

- 10.4 HIPAA. GENESYS, the County, Jail, and their employees, agents, and subcontractors shall fully comply with and implement all necessary policies and/or procedures to comply with the requirements of HIPAA as it applies to the services provided under this Agreement. The County, Jail, and their employees and agents shall indemnify and hold harmless GENESYS from and against any claims of any kind made as a result of alleged or actual violations of HJ PAA by the County and its employees, agents, and subcontractors unless such claims are proven to be caused by the sole negligence or willful misconduct of GENESYS.

ARTICLE XI
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- 11.0 DEPENDENT CONTRACTOR STATVS. It is mutually understood and agreed upon, and the Parties intend for an independent contractor relationship. It is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or methods by which GENESYS, its employees, agents or subcontractors perform hereunder, or GENESYS to exercise control or oversight over the way or processes by which the County and its employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.

- 11.1 SUBCONTRACTING. In performing its obligations under the Agreement, it is understood that GENESYS is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements, GENESYS may engage physicians or other clinicians as independent contractors ("Contract Professionals") rather than employees to supply the clinical services required under this Agreement. GENESYS shall engage Contract Professionals that meet the applicable

professional licensing requirements. GENESYS shall exercise administrative supervision over such Contract Professionals as necessary to fulfill the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that GENESYS may subcontract for specialized services such as pharmacy, medical waste, medical supplies, and other services or supplies required under this Agreement.

11.2 AGENCY. To assert any statutory rights afforded to the County to pay providers for medical services at specific reduced rates, County designates GENESYS as their agent to maintain such rights and privileges.

11.3 EQUAL EMPLOYMENT OPPORTUNITY. GENESYS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age, or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam- Era veteran. GENESYS will distribute copies of its commitment not to discriminate against all persons who participate in the recruitment, screening, referral, and selection of job applicants and prospective job applicants.

11.4 WAIVER OF BREACH. The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The Parties acknowledge that GENESYS is neither bound by nor aware of any other existing contracts to which the County is a party and which relate to providing health care to Inmates/Detainees at the Jail. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

11.6 FORCE MAJEURE. In case the performance of any terms or provisions hereof

shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, State, or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military power, acts of public enemy, epidemics, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

11.7 CHANGES IN SCOPE. If any statute, rule, or regulation is passed or any order issued, any statute or guideline adopted, or any change in interpretation of any of the foregoing, or any change in Jail layout, Inmate/Detainee movement, change in policy, procedure or community standard, treatment standard, medical protocol, or drug supply/availability or recommendation, which materially increases the cost to GENESYS, GENESYS and the County shall meet in good faith to agree on additional compensation to be paid to GENESYS as a result of such changes.

11.8 ASSIGNMENT. Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties; provided, however, that GENESYS may assign its rights or delegate its responsibilities to an affiliate of GENESYS, or in connection with the sale of all or substantially all of the stock assets or business of GENESYS, without the prior written consent of t, void, Parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

11.9 NOTICES. Any notice of termination, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative of the Parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the Party listed below.

Such address may be changed from time to time by either Party by providing written notice as provided above.

11.10 GOVERNING LAW. This Agreement shall be governed by and construed following the laws of the State of Georgia without regard to the conflicts of laws or rules of any jurisdiction.

11.11 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the adequately authorized agent or officer of the applicable Party and have the requisite authority necessary to execute this Agreement on behalf of such Party. Each Party hereby certifies to the other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

11.12 SUR VIVAL. The following provisions will survive any termination or expiration of the Agreement: Article VIII, Article IX and Article X.

11.13 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but the same instrument.

11.14 TITLES OF PARAGRAPHS. Headings of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

11.15 SEVERABILITY. If any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.16 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the Parties. It is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and Agreements made in connection with the subject matter. This Agreement may be amended at any time, but only with the written consent of all Parties.

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

AGREED TO AND ACCEPTED AS STATED ABOVE

EXHIBIT A-STAFFING MATRIX

To Be Determined according to Fee Proposal