

CONTRACT MONITORING AND CONSULTING SERVICES AGREEMENT

THIS AGREEMENT shall be effective as of October 1, 2023, by and between The County Commissioners for Cumberland County, (hereinafter, the "COUNTY"), and Danna M Yates of Dynamic Medical Works, LLC (hereinafter referred to as "YATES"). (The COUNTY and YATES shall hereinafter be collectively referred to as the "PARTIES").

WHEREAS, The COUNTY has responsibility to provide necessary and proper medical, psychiatric and dental inmate health care services; and

WHEREAS, The COUNTY is desirous to ensure proper compliance to the general standards and requirements for inmate medical care; and

WHEREAS, YATES represents that she is duly qualified as a consultant to assist in the development and maintenance of inmate health care; and WHEREAS, The COUNTY is desirous of contracting with YATES and YATES is desirous of contracting with The COUNTY to provide quality consulting services to ensure proper compliance and to otherwise render advice regarding inmate health care operations;

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

DEFINITIONS

HEALTH SERVICES AGREEMENT

In that certain Agreements are entered by and between The COUNTY and various health services providers for the provisions of inmate health care services. The Agreements also include the terms and conditions of all subsequent addendums entered between THE COUNTY and the contracted providers. The Health Services Agreements and all its addendums shall hereinafter be referred to as "HEALTH SERVICES AGREEMENT".

I. TERMS

This agreement addressing inmate health care contract monitoring services shall be in effect from October 1, 2023 until September 30, 2025. At the expiration of the contract monitoring services Agreement, it is agreed between the PARTIES that THE COUNTY may elect to continue this Agreement for an additional time. If the COUNTY elects to exercise this option, the PARTIES may elect to extend this Agreement with the identical terms and conditions or shall otherwise renegotiate the covenants contained herein.

II. CONSIDERATION

- A. For Contract Monitoring Services and in consideration of the premises, mutual promises and covenants contained herein, The COUNTY agrees to pay to YATES the sum of Seven Thousand Dollars (\$7,000.00) every other month. Every other month YATES will make one on-site visit to Cumberland County for a total of twelve-monthly visits over a two-year period to satisfy the terms and conditions of this section of the agreement commencing October 1, 2023 and continuing through September 30, 2025. YATES shall be responsible for expenses.

Each on-site visit shall constitute one (1) calendar day. The month or date may be altered as both parties mutually agree. If any on-site visit should last three (3) days or more, then the COUNTY shall pay to YATES the sum of Five Hundred Dollars (\$500.00) for that third day and each additional day thereafter. YATES shall not provide services beyond two days without prior approval from the COUNTY.

YATES will bill the COUNTY each month for each on-site visit no more than fifteen (15) working days following her return from Cumberland County. The written report of each preceding visit shall be included with the invoice.

The COUNTY shall pay YATES for said services outlined in this agreement within ten (10) days of receipt of the respective invoice.

III. CONTRACT MONITORING DUTIES AND RESPONSIBILITIES BY YATES

YATES agrees that her on-site visits to Cumberland County are to ensure development and implementation of operational and clinical procedures to provide proper compliance of conditions of the inmate health care service program. YATES recognizes that she is to perform services to the Cumberland County COUNTY's Office to ensure the COUNTY that all terms and conditions of the various HEALTH SERVICES AGREEMENTS are being adequately complied with. As a direct consequence thereof, YATES agrees to perform the following services and all other services that are necessary to meet the objective of the Agreement:

- A. On each visit to Cumberland County, YATES shall conduct an on-site audit to ensure proper compliance of all expenses and service fees.
- B. YATES shall ensure that appropriate payments are issued. YATES shall ensure that accurate processing and accounting is being conducted by the off-site health services providers for inmate health care and shall direct correction of inaccurate accounts.
- C. YATES shall ensure on-site review and compliance checks of the efficiency of operations, clinical activity, proper compliance of staffing, monitoring of daily

service levels, financial audits, the assurance of proper payments, charges to the agency and clinical program activity data collection.

- D. YATES shall ascertain the degree of the aggressiveness performed by the various health services providers in seeking out third party reimbursement sources and shall ascertain and review the health services providers' utilization of care services against budgeted off-site care cost limits.
- E. YATES shall review the presence and quality of ongoing health education programs for inmates, correctional officers and the health service providers' medical staff.

IV. BUSINESS COVENANTS

The PARTIES to this Agreement both acknowledge that YATES is providing the services contemplated herein as an independent contractor and that neither or an agent, employee, partner nor joint venture of or with the COUNTY or of or with the Board of County Commissioners for Cumberland County, Maine. YATES further represents that she is an officer, director or an otherwise authorized agent of DYNAMIC MEDICAL WORKS LLC and that DYNAMIC MEDICAL WORKS LLC is in good standing, is qualified and is legally authorized to engage in correctional medical services consulting and monitoring.

V. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated as follows:

- A. Unilateral Termination:
This Agreement may be unilaterally terminated by the COUNTY or by YATES without cause or reason, prior to September 30, 2025, so long as the effective date of the termination is preceded by a ninety (90) day written notice to the other party. Payment for services rendered during the 90- day notification period shall be made by the COUNTY if services are provided by YATES.
- B. Termination for Default:
Except as otherwise provided in this Agreement, if either party gives written notice to the other party that such other party has materially breached or defaulted in the performance of any of its obligations herein, and such default is not corrected within ten (10) days following the giving of such notice, the party giving notice shall have the right to immediately terminate this Agreement.
- C. Termination for Special Situations:
Either party may terminate this Agreement immediately upon the occurrence of the following:
 - 1. Failure of the Board of County Commissioners for Cumberland County, Maine, to authorize and appropriate funds enough for the COUNTY to meet

this obligation described herein.

VI. ASSIGNMENT

This Agreement may not be assigned by YATES to any other corporation, entity, partnership, group or individual, without the express written consent of the COUNTY. The COUNTY and YATES each bind themselves, their successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives and such other party in respect to all covenants, agreements and obligations contained herein.

VII. GOVERNING

This Agreement and all the rights and obligations of the PARTIES hereto shall be governed both procedurally and substantively by and construed according to the laws of the State of Maine and Tennessee.

VIII. ENFORCEMENT

In the event either party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party in an arbitration or legal proceeding hereunder shall be entitled to recover the costs of such action so incurred including reasonable attorney fees.

IX. SEVERABILITY

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

X. NOTICE

Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, or by personal delivery and shall be deemed to have been received upon the date indicated on the return, or personally delivered with signed proof of delivery. The COUNTY and YATES addresses for notification related to this agreement are as follows:

THE COUNTY: Alex Kimball Deputy Manager of Finance & Administration
 County of Cumberland
 142 Federal St
 Portland, ME 04101

YATES: Danna M Yates
President
Dynamic Medical Works, LLC
11625 Shirecliffe Lane
Knoxville, TN 37934

XI. MUTUAL INTENT

It is agreed between The COUNTY and YATES that the provisions represent the true intent of the PARTIES and enough consideration exists for each of them to be bound thereby

IN WITNESS **WHEREOF**, the PARTIES have set their hands and seals hereto on the dates indicated below:

BY: THE COUNTY COMMISSIONERS
FOR CUMBERLAND COUNTY

BY: DANNA M YATES
PRESIDENT
DYNAMIC MEDICAL WORKS, LLC.

Dmyates

DATE

DATE

9/1/2023

BY: WITNESS

BY: WITNESS

9/1/2023

DATE

DATE