

HEALTH SERVICES AGREEMENT

This HEALTH SERVICES AGREEMENT is made by and between the County Commissioners for Cumberland County (hereinafter, the "County") and Sheriff Kevin J. Joyce or his successor, as the duly designated Chief Corrections Officer of the County (hereinafter, "Sheriff"), parties of the first part, and CFG Health Systems, L.L.C., a New Jersey limited liability company, doing business in the State of Maine, with a principal business address at 250 Century Parkway, Suite 250, Mount Laurel, NJ 08054 (hereinafter, "CFG" or "Company"), party of the second part.

WHEREAS the County and Sheriff have a statutory and constitutional duty and responsibility to provide necessary and proper medical, psychiatric, dental, and other health care services for persons remanded to their care, custody and control within the county correctional system;

WHEREAS the said county correctional system presently consists of one physical facility (hereinafter collectively referred to as the "Facility"), to wit: the Cumberland County Jail (CCJ) is located at 50 County Way, Portland, Maine.

WHEREAS CFG Health Systems, L.L.C. is a New Jersey entity authorized to do business in the State of Maine, which provides health care services and providers to correctional systems;

WHEREAS the County and Sheriff wish to engage CFG to provide health care services to the inmates housed at the Facility, subject to the terms and conditions set forth herein; and

WHEREAS CFG is willing to provide such services to the County and the Sheriff, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein, and for other valuable consideration, intending to become legally bound thereby, the parties agree as follows:

1. TERM OF AGREEMENT

The initial term of the Agreement shall be from February 1, 2026, through June 30, 2026 ("Initial Term") unless otherwise terminated as provided herein.

At the expiration of the Initial Term, it is agreed between the Parties that the County and the Sheriff may elect to continue this Agreement for two (2) additional one (1) year periods. If the County and the Sheriff elect to exercise this option or options, they must notify CFG in writing of their intent to exercise the first option at least (30) days prior to the expiration of the initial term of this Agreement and of their intent to exercise the second option at least thirty (30) days prior to the expiration of the additional first year option period.

If the election or elections are exercised, all the terms, conditions, and provisions of this Agreement shall remain in full force and effect, and all consideration paid to Company by the County and the Sheriff shall be calculated as specified hereinafter.

2. EFFECTIVE DATE

The effective date of this Health Services Agreement shall be at 12:01 a.m. on February 1, 2026.

3. COMPENSATION

In consideration for the services provided or arranged by Company pursuant to this Agreement, the County and the Sheriff agree to pay Company the following consideration:

County shall reimburse Company for its costs and expenses associated with providing services hereunder, in addition to a management fee. The budget for the first contract year is attached hereto as Exhibit D. Should the Company's annual costs and expenses exceed the amount set forth in the annual budget, the County shall reimburse Company for all such costs and expenses. The budget shall be updated at least annually.

During the initial term running February 1, 2026, through June 30, 2026, Company shall be paid a base fee in consideration for services of Three Hundred Sixteen Thousand, Eight Hundred One dollars and Twenty-Two cents (\$316,801.22), plus or minus the reconciliation as described in this Section 3. CFG shall invoice the County for services at least 30 days in advance of the start of the invoiced services and the County shall remit payment to CFG for such services on or before the start date of the invoiced services, e.g., July 1 for services to be furnished in August. County agrees to remit payment by the first day of the month in which services are provided, e.g., by August 1. A copy of each invoice shall be sent to the contract monitor.

In addition to the base fees, the Company will provide a monthly reconciliation to the County after March 31, 2026, and June 30, 2026 to confirm actuals costs and invoiced costs. Each reconciliation will result in additional funds either being owed to the Company, or credits being owed to the County. Reconciliation payments/credits will be made within 30 days after the reconciliation is agreed upon by both parties.

For each additional term, the parties will settle the reconciliation process quarterly. During the term year, if the total amount owed to either party exceeds Two Hundred Fifty Thousand dollars (\$250,000.00), the parties will work to settle the cap in the subsequent month. The annual reconciliation will be completed within 6 months of the end of each contract year. Once the reconciliation has been completed, there will be no additional carryovers to the next contract year. Adjustments to payment arising from differences between the actual paid expenses and the Annual Budget for all Cost Categories will then be made at the next billing cycle. Company shall then issue a final invoice for the contract year for any balance owed to Company by the County.

At least (90) ninety days prior to the end of each contract year, it is agreed between the Parties that the Annual Budget for all Cost Categories, along with the Management Fee (per Exhibit D), shall be reviewed and adjusted accordingly considering both the past contract year's financial performance along with the increase in the medical care component of the Consumer Price Index (CPI) for the Northeast Area. The Management Fee is to be increased at a rate not to exceed more than six percent (6%). This review shall result in a new annual base contract rate, with the monthly invoice amount adjusted accordingly.

The budget is predicted by an average monthly population of 450 or less. If the population increases above an average of 500 inmates over a three-month period, both Parties agree to meet and negotiate service levels and staffing requirements and if appropriate, adjustments to such requirements and the budget will be made. The budgeted amounts set forth in Exhibit D are intended to be utilized for purposes of the quarterly expense reconciliation and are not intended to limit the amount of compensation/reimbursement to CFG.

4. ADJUSTMENTS TO COMPENSATION

A. EQUIPMENT

Single equipment items with a value greater than \$500.00 will require approval by the Sheriff or his/her designee prior to purchase.

Company further agrees that at its sole expense, it shall maintain in good repair and in satisfactory operating condition all equipment that the Company utilizes and which is owned by the Sheriff and/or the County of Cumberland, Maine. All such equipment which is titled or otherwise owned by the Sheriff and/or the County of Cumberland, Maine, and which is utilized by Company, shall remain titled or otherwise owned by the Sheriff and/or the County of Cumberland, Maine upon termination of this Agreement and shall be returned to the County or Sheriff in its present condition, reasonable wear and tear excepted.

B. THIRD PARTY REIMBURSEMENT SOURCES

In the event that any off-site medical services provided to any inmate/detainee pursuant to this Agreement are potentially payable by any third-party source or sources to include, but not be limited to: worker's compensation insurance, commercial medical insurance, or the MaineCare medical assistance program for inpatient hospitalizations, Company shall provide such information to the County and the Sheriff, and to any of its off-site subcontractors, hospitals, physicians, or other medical service providers, as may be applicable. The County and the Sheriff recognize that CFG will not bill insurance or other potential payers directly for services, and nothing in this section shall require CFG to do so.

Company will share all documentation received on insurance or third-party claims with the Sheriff or his/her designee.

C. PRE-BOOKING (OFF THE STREET) INJURIES

(i) Company shall have the sole responsibility to properly screen and assess prior to booking any person who, when arrested by any federal, state, county, or municipal law enforcement agency, sustains or complains of sustaining and/or it is apparent that the individual did sustain an injury incident to the arrest. However, any injury sustained by an individual during an arrest and prior to booking and any resulting treatment rendered for that injury will not be the financial responsibility of the Company.

If, after having medically examined the individual, Company believes that the individual is not medically fit for reception into the Correctional Facilities, then in that event, the individual shall be transported to and cared for only at the contracting hospital with whom Company shall have an Agreement, referred to hereinafter as "Contracting Hospital" unless to do so would not be medically appropriate based on reasonable medical judgement. If the individual is transported to and/or cared for at the Contracting Hospital or at another facility, then any medical expenses incurred shall not be the responsibility of nor paid for by Company. The use of such other facility is acceptable when medically necessary based on the individual's medical condition.

(ii) The provisions of this section (Paragraph 4(C)) shall not apply to any pre-existing condition, (illness or injury), that may have existed prior to the arrest by any federal, state, county, or municipal law enforcement agency. Company shall have the duty to provide medical care and

to coordinate with any and all health care providers who had previously cared for or who presently care for the arrestee regarding any given pre-existing injury/illness but shall not be financially responsible for any such treatment.

D. FUNDING SOURCES

Both Parties acknowledge that performance of this Agreement and payment for medical services to Company pursuant to this Agreement is predicated and contingent upon the continued annual appropriations by the Board of County Commissioners of Cumberland County, Maine to the Sheriff, with specific funds allocated to meet the medical needs of the inmates/detainees in the county correctional system, and the County's and Sheriff's ability to perform under this Agreement.

County anticipates funding this Agreement using County General Fund revenues. Both Parties acknowledge that the County is actively pursuing supplemental funding to support its obligations under this Agreement. If supplemental funding, such as federal and state grant funding, opioid settlement funds, or other funding sources, is awarded to the County, Company agrees to work with the County to ensure all applicable requirements associated with such funding are met, including but not limited to non-discrimination and administrative requirements applicable to federal awards under 2 CFR Part 200. The pursuit or receipt of such funding shall not obligate either Party to amend the contract price or scope of services provided herein.

5. SCOPE OF HEALTH CARE SERVICES

In addition to the services and compensation set forth explicitly below, the scope of services is provided in Exhibit "E," which is appended to this Agreement and incorporated by reference, as if fully set forth in its entirety.

A. ROUTINE MEDICAL SERVICES

Company will provide total medical, dental, behavioral health, and other related health care services (unless specifically exempted herein), for all persons remanded or committed to the care, custody and control of the Sheriff from whatever source, including day reporters, alternative sentencing inmates and weekenders, and pursuant to all applicable federal and state laws, decrees, orders, contracts, and other agreements. Such health care services are to be performed at the Correctional Facilities. More specifically, Company will provide, on a regular and continual basis (7 days a week, and 24 hours per day each day of the year), professional medical, behavioral health, dental and other related health care and administrative services for the inmates/detainees in the county correctional system, including a program for preliminary screening of said inmates/detainees upon entry processing into the county correctional system, regularly scheduled sick call, nursing coverage, regular physician visits on site, infirmary care, hospitalization, medical specialty services, emergency medical care, medical records management, pharmacy and pharmaceutical services, health education and training services, administration of inmate fee programs and other services as may be more specifically described in this Agreement. All health care services to be performed and provided pursuant to this Agreement will be by personnel who are fully qualified and appropriately licensed by the State of Maine to engage in the delivery of health care in the State of Maine.

B. EMERGENCY MEDICAL SERVICES

Company will provide necessary emergency medical care and treatment to the inmates/detainees

in the Correctional Facility where the person is housed or within such emergency medical care facility, as arranged with local area hospitals. Company will provide for all necessary ambulance service for emergency medical care patients. As an additional service, Company will provide, at no additional cost or charge, on-site emergency medical treatment necessary for the assessment and triage of correctional staff. Company further agrees to provide, at no additional cost, emergency first aid and temporary medical stabilization of any person injured at the Correctional Facilities until emergency medical treatment and personnel arrive.

C. HOSPITALIZATION MEDICAL SERVICES

Company will arrange for the hospital admission of any inmate/detainee who, in the opinion of the responsible physician requires hospitalization, and Company will be responsible for the costs and expenses thereof, as otherwise provided in this Agreement. Subject to the limits on Company's responsibility for such payments, Company will indemnify and hold harmless the Sheriff and/or the County for any claim asserted against the Sheriff and/or the County by any health care provider on any contract or agreement to be paid by Company for any hospitalization medical services performed for any inmate/detainee, which indemnification shall also include the payment of any and all costs and expenses, including reasonable attorney's fees, in the event the claim resulted from the action or inaction of Company. The Company utilization management personnel and the responsible site physician will review off-site services and inpatient hospitalizations. The site Health Services Administrator will notify the County within 24 hours of an inmate admission to the hospital and will complete the required paperwork for notification to the County's reinsurance provider.

D. SPECIAL MEDICAL SERVICES

Company will provide such specialty medical services, (e.g. diagnostic, radiological services, laboratory services, etc.), for any inmate/detainee for the purpose of determining or treating any illness or injury. Such services may be conducted at the Correctional Facilities or such other place as Company may designate so long as the location for these services is reasonable, pre-approved by the Sheriff and does not involve a threat to public safety or inmate/detainee security. To the extent that this specialty medical care is required and cannot be rendered on site, Company will make appropriate off-site arrangements for the performance of any specialty care or diagnostic service. The expense for special medical services shall be the responsibility of Company unless as otherwise provided in the Agreement. However, nothing contained herein shall render the Company responsible for nursing home or residential treatment facility care.

E. PRENATAL AND INFANT MEDICAL CARE

Company will provide total medical prenatal care to all pregnant inmates/detainees, and will be responsible for all medical and hospital costs for the inmate/detainee associated with the delivery. Company will not be responsible for any direct costs or expenses associated with the fetus, nor shall it be responsible for post-delivery care to the child.

F. ELECTIVE OR EXPERIMENTAL MEDICAL HEALTH CARE

It is agreed between the Parties that neither Company nor the Sheriff shall be required to furnish elective or experimental medical health care to inmates/detainees. For this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of the responsible physician cause the inmate/detainee's health to deteriorate or cause definite harm to the

inmate/detainee's mental or physical well-being. If requested by the representative of the Sheriff, the responsible physician will state with specificity the reasons why the medical health care is not being provided as either elective or experimental.

G. TRANSPORTATION SERVICES

To the extent any inmate/detainee requires non-emergency, off-site health care treatment (general hospitalization, specialty services, etc.), Sheriff will provide appropriate routine transportation services including reasonable security, as requested by Company. Company agrees to provide a list to the County of scheduled medical trips 48 hours prior to the appointment. Company will differentiate to Security whether the inmate is a County or Federal inmate. Emergency ambulance transportation of inmates/detainees, as directed by Company personnel, will be provided by Company through arrangements with community providers.

H. COMMUNICABLE DISEASED – TREATMENT

Company will be responsible for the coordination of care and payment of medical expenses associated with the treatment of communicable diseases. Company will administer treatment as directed by the Cumberland County responsible physician and shall follow all confidentiality requirements required by law.

6. PERSONNEL AND STAFFING

A. STAFFING

Company will provide medical, behavioral health, dental, technical and support personnel necessary for rendering health care services to inmates/detainees in accordance with the staffing plan which is set forth in Exhibit "A," and any staffing references made in Exhibit E, appended to this Agreement and incorporated by reference, as if fully set forth in its entirety. CFG will be required to receive pre-approval by the Sheriff or his designee, for staff Company wishes to hire at a rate greater than the hourly rates budgeted by position, as noted on Exhibit A, or additional positions beyond those noted in Exhibit A.

B. LICENSURE, CERTIFICATION AND REGISTRATION OF PERSONNEL

All personnel provided or made available by Company to render services herein will be licensed, certified, and/or registered, as appropriate, in their respective medical disciplines or expertise pursuant to applicable Maine law.

C. SHERIFF APPROVAL OF CFG HEALTHCARE PERSONNEL

In the event the Sheriff should become dissatisfied with any health care personnel provided by Company, Company, in recognition of the sensitive nature of correctional services, will, following receipt of written notice from Sheriff of its dissatisfaction and the reasons thereof, exercise its best efforts to resolve the concerns expressed by the Sheriff in its written notice, and in the event such concerns cannot be resolved, Company shall remove the individual from the county correctional system. Sheriff agrees to allow Company a reasonable opportunity prior to removal to find an acceptable replacement. Sheriff shall have the right of disapproval of any health care professional hired or contracted by Company. Company agrees that any such person to be hired or contracted shall be subject to a Sheriff's Office background investigation prior to

commencement of actual employment or performance.

D. USE OF INMATES IN HEALTH CARE FACILITY

Inmates/detainees, including a trustee, will not be used or otherwise engaged by either Company or Sheriff in the direct or indirect rendering of any health care service pursuant to this Agreement. Trustees may be used in positions not involving the rendering of health care services directly or indirectly to other inmates/detainees within the health care facility as Company and the Sheriff may mutually agree.

E. SUBCONTRACTING AND DELEGATION

The County and Sheriff acknowledge that Company will engage and contract with certain health care professionals as independent contractors rather than as employees of Company, and the County and the Sheriff expressly consent to any such subcontracting of health care professionals. Company shall, at all times, be liable and responsible for the overall management and direction of such professionals, and for all actions taken by the aforementioned health care professionals, notwithstanding any claim of alleged or proposed independent contractor status or relationship with Company. The services provided hereunder will be designed to meet the standards developed by the National Commission on Correctional Health Care, and the Maine Jail Standards, County and Municipal Detention Facilities, and standards of health care dictated by state and federal court decisions regarding the quality of health care for persons incarcerated in public correctional facilities. The County and Sheriff reserve the right to approve all subcontractors. Further, no subcontracted services and/or activities contracted between Company and the subcontracted parties may lapse or remain unassigned for more than thirty (30) days.

The right to subcontract, pursuant to this section, shall not apply to the position of Health Services Administrator, any member of the nursing staff, secretaries, or technicians, clerical and secretarial personnel and similar support persons. These individuals shall be employees of Company. Nothing herein shall operate to limit Company's right to contract for labor service on a temporary basis until a staff position is permanently filled by a Company employee, subject to Sheriff's Office background investigation.

F. BACKGROUND INVESTIGATIONS

Company will permit the Sheriff to conduct a background investigation and/or reference check on each and every employee hired by it to perform medical services under this Agreement. The Sheriff hereby reserves the right to conduct an independent background investigation and/or to screen all employees, agents, appointees, contractors, and subcontractors hired or contracted by Company.

G. COMPLIANCE WITH CIVIL RIGHTS LAWS

Company will recruit, select, train, promote, transfer, and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, Veteran status, age, sex or sexual orientation (except where age, sex or handicap is a bona fide occupational qualification). Further, Company will administer its other personnel policies, such as compensation, benefits, layoffs, return from layoffs, work sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, handicap, Veteran status, age, sex, or sexual orientation.

H. STAFFING REQUIREMENTS

The number of full-time equivalents as used for staffing of positions as more specifically set forth in Exhibit B and assigned to each post are necessary requirements of this Agreement. Staffing paybacks are outlined in Exhibit E. No staffing penalties will be assessed during the first 90 days of this agreement.

I. SUBMISSION TO POLYGRAPH EXAMINATIONS

The Parties agree Company employees shall not be required to submit to a polygraph examination.

7. ACCREDITATION AND HEALTH CARE INSPECTIONS

Company shall, at all times during the term of this Agreement, provide a standard and quality of health care which shall satisfy those standards developed by the National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA), and the Maine Jail Standards, County and Municipal Detention Facilities, and the standards of health care dictated by state and federal court decisions regarding the quality of care for persons incarcerated in public correctional facilities.

Failure by Company to maintain NCCHC and ACA accreditation throughout the duration of this Agreement shall constitute a material breach of this Agreement by Company and such material breach may result in causing the County and the Sheriff, at their sole discretion, to terminate this Agreement. Notwithstanding the County's and the Sheriff's election to either continue with or terminate this Agreement in the event that Company fails to comply with this provision, Company, in lieu of providing a letter of credit, hereby unequivocally and irrevocably consents and agrees to pay the sum of Fifty Thousand Dollars (\$50,000.00) to the County and the Sheriff as liquidated damages after final notice of a failure to obtain and/or maintain NCCHC and ACA accreditation is provided. However, if Company fails to obtain re-accreditation and/or maintain NCCHC and ACA accreditation as a result of the Sheriff's Office being non-compliant, or because the NCCHC and ACA, through no fault of Company, is unable to schedule its required re-accreditation activities for the Correctional Facilities in a time frame that will allow Company to meet its commitment, then Company will not be required to pay any liquidated damages.

8. EDUCATION AND TRAINING

Company will conduct an ongoing health education program for inmates/detainees, correctional officers of the Sheriff, and the Company's own medical services staff designed to raise the level of inmate health and health care. Such health care education and training program will include, at the Sheriff's request, programs in first aid, signs and symptoms of chemical dependency, and responses to medical emergencies.

In addition, Company will ensure that its medical, professional staff receive all necessary and requisite statutorily mandated in-service annual or proficiency training, and such other professional education and training programs necessary to ensure current proficiency in the professional medical discipline or specialty.

9. RECORDS AND REPORTS

A. MEDICAL RECORDS

Company will cause to be maintained a medical record for each inmate/detainee who receives medical care services. This medical care record will be maintained pursuant to applicable law and

will be maintained separately from the inmate/detainee's confinement record. A complete copy of the applicable medical record will be made available to accompany any inmate/detainee who is transferred from the county correctional system to any other correctional facility, whether local, county, state or federal. All medical records shall be the property of the County and the Sheriff, with Company as the custodian, and the records shall be maintained at all times as confidential, subject to the right of access thereto at all times on the part of the Sheriff or his/her designee. Said medical records shall be kept and maintained by Company at the respective correctional facility or, by mutual agreement of the Sheriff and Company, at a central location. No information contained in the medical record will be released by Company except as provided by order of court, or otherwise in accordance with applicable law. Upon the expiration or termination of this Agreement, all such records shall thereupon become and remain the property of the Sheriff; provided, however, Company shall have reasonable access to such records when necessary to enable it to properly prepare for litigation or anticipated litigation brought or threatened by third persons in connection with services rendered during the term of this Agreement.

B. PERIODIC CLINICAL AND FINANCIAL REPORTS BY HEALTH CARE PROVIDER

Company shall submit monthly and other periodic reports to the Sheriff or the Sheriff's Health Services Representative, concerning and reflecting on the overall operation of the health care services program in general or on the health status in particular of the inmates/detainees committed to the custody of the Sheriff (Exhibit C). In addition to the foregoing reports, monthly reports covering and describing inmate health care usage and cost reports shall be submitted to the Sheriff or his/her designee. Company will fully cooperate with the Sheriff for the submission of any reports, records, or documents required by any court, quasi-judicial agency requesting the same for any reasons whatsoever, or as may be required to support any provision or section of this Agreement, without any additional charge, fee or assessment, to the County.

Company will regularly confer with Sheriff's designated representative concerning existing health related procedures and problems within the County Correctional Facilities, and for the purpose of making changes, from time to time, of such procedures and other practices reasonably related thereto as Company and the Sheriff shall deem advisable. Company will provide monthly financial and cost reporting/information that parallel the format of the "Annual Budget" as outlined in Exhibit D, and will be responsible to describe variances against the "Annual Budget". Company will confer with the Sheriff, and or designated representative for the purpose of reconciliation of costs as outlined in Section 3 of this Agreement.

All reports shall be submitted to the Sheriff or his/her designee by the 15th of each month.

C. INMATE HEALTH INSURANCE OR HEALTH BENEFIT PROGRAMS

Company will seek and obtain from any inmate/detainee information concerning any private health insurance or health benefit program to which the inmate/detainee might be entitled. To the extent necessary, the Sheriff will cooperate with Company in its effort to secure this information from any such inmate/detainee.

D. INMATE/DETAINEE INFORMATION

In order to assist Company in providing the best possible health care to inmates/detainees, Sheriff will provide Company with such information, records, and reports that the Sheriff may have pertaining to any inmate/detainee that Company identifies as reasonable and necessary for it to

adequately perform its obligations under this Agreement.

E. RECORDS AVAILABILITY

Company acknowledges that it is familiar with the provisions of Maine's Public Records Law, M.R.S. Title 1 § 400 et seq., and that all Company records provided to the Sheriff, as they pertain to health care services for the Sheriff, are subject to the provisions of the Public Records Law unless specifically designated confidential by statute. In the event that Company should assert any proprietary or confidential status to any of its systems, methods, procedures, or written materials and other controls employed by it in the performance of its obligations pursuant to this Agreement, then Company shall be responsible to assert such claim. In the event any legal action is brought by any person or entity against the County or the Sheriff for a writ of mandamus or other cause of action in any court of competent jurisdiction for the release of any record or report maintained by Company which Company claims to be exempt from public disclosure or to have a proprietary interest in or claims to be confidential in nature, then Company shall indemnify, defend and hold harmless the County and the Sheriff from any and all judgments, costs, assessments or other fees asserted against the County and the Sheriff, as a result of Company's claim of exemption or confidentiality or proprietary interest in any of its documents, records, reports or other instruments of communication. Under no circumstances shall the County's release of any public records, as defined by the Public Records Law, be considered to constitute a breach of this Agreement.

F. PROGRAM MEASUREMENT

Company will meet or exceed the "Program Goals" and criteria as listed in Exhibit C,

10. SECURITY

Company and Sheriff understand that adequate security services are necessary for the safety of the agents, employees, contractors and sub-contractors of Company as well as for the security of inmates/detainees and Sheriff's correctional staff. Sheriff will provide security services satisfactory to Company and sufficient to enable Company and its personnel to safely provide the healthcare services called herein. The final determination for the security plan for each facility comprising the county correctional system shall rest solely with the Sheriff.

11. OFFICE SPACE AND EQUIPMENT

A. OFFICE SPACE AND SUPPORT

The County agrees to provide Company with office space or facilities, utilities, (including local telephone services), sufficient to enable Company to perform its obligations under this Agreement.

B. DELIVERY OF POSSESSION

The County and the Sheriff will deliver to Company on the date of commencement of this Agreement possession and control of all office equipment and supplies in place and at designated county correctional system health care facilities that are specifically property owned by the County, unless such delivery of possession is beyond the control of Sheriff, for any reason.

C. SUPPLIES

Company warrants and represents to the County and the Sheriff that the quality and quantity of supplies on hand or to be placed on hand at the time of commencement of this Agreement will be sufficient to enable it to perform its obligations and duties as stated herein.

D. GENERAL MAINTENANCE SERVICE

Sheriff will provide the same range of services and facilities for those inmates/detainees who are confined to reside in a health clinical area for the purpose of receiving medical services, to include but not be limited to daily house cleaning services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies, as are provided for non-clinical inmates/detainees.

E. CFG AS INDEPENDENT CONTRACTOR

The Parties to this Agreement both acknowledge that CFG is providing the services contemplated herein as an independent contractor and is neither an agent, employee, partner nor joint venturer with the Sheriff or of or with the Board of County Commissioners for Cumberland County, Maine. Company is an independent contractor and neither it, its employees, subcontractors, nor representatives shall be considered employees, agents, or representatives of County or Sheriff. Company shall have no authority, express or implied, to bind or commit the County to any agreements or obligations unless specifically authorized in writing. Company understands and agrees that Company and all Company employees are not employees of County and are not entitled to benefits of any kind or nature to which employees of County are normally entitled, including, but not limited to, unemployment compensation, workers compensation, group health insurance, disability coverage, retirement contributions, or paid time off.

Company represents that it is a New Jersey limited liability company in good standing and is qualified and authorized to do business in the State of Maine as CFG Health Systems, L.L.C.

12. LICENSES AND PERMITS

Company agrees that it will require its employees or subcontractors to obtain all occupational professional licenses which may be necessary under laws of the state of Maine and the ordinances of Cumberland County and for the City of Portland for the rendering of the services contemplated by this Agreement. Further, Company agrees that it will require all its employees, agents, contractors, subcontractors and other persons under its charge rendering such services to secure and to maintain in good standing all professional and other licenses which may be required of them by such governmental agencies for the purpose hereof. Company agrees to require its employees, agents, contractors, and sub-contractors to meet all applicable continuing education courses as mandated by the State of Maine and any regulatory agency to maintain professional licensing and accreditation for medical personnel.

13. HOLD HARMLESS AGREEMENT

Company agrees to indemnify and to hold harmless the County, the Sheriff, its officers and employees from and against any and all claims, actions, lawsuits, judgments, or liabilities of any kind whatsoever deriving from Company's negligent performance of the work under the Contract of Company, its officers, employees, or subcontractors, including, but not limited to loss of life, bodily injury, and/or personal injury.

Under no circumstances shall the provision of indemnification by either party under this Agreement be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the County under the Maine Torts Claims Act, 14, M.R.S. § 8101, et seq., or other applicable law. The provision of this Section shall survive the term of this Agreement indefinitely.

Company agrees to maintain professional liability coverage in the amounts as set forth below, and additional insured coverage for the County and Sheriff and its officers and employees as additional insureds.

14. INSURANCE

Company agrees to furnish and maintain for its operation, always during the course of the services to be performed herein, policies of commercial insurance provided by a company(s) satisfactory to the County and the Sheriff with minimum limits and with continuous aggregate reserve (value), in each policy of commercial insurance as follows:

A. General Liability

- \$2,000,000.00 Bodily Injury and Property Damage per claim, and \$3,000,000.00 aggregate for bodily injury and property damage with no annual aggregate on occurrence form.
- Completed Operations (to be provided for minimum of 24 months after completion of work)
- Total limit requirements may be satisfied through a combination of primary and excess policies as provided by COI.

B. Umbrella Liability Insurance.

- \$3,000,000.00 each occurrence/\$5,000,000.00 aggregate

C. Professional Liability (Medical Malpractice)

- \$2,000,000.00/\$3,000,000.00 per claim/annual aggregate claims-made insurance coverage.
- Total limit requirements may be satisfied through a combination of primary and excess policies.
- A six-year tail provision consistent with the Maine statute of limitations for tort claims

D. Worker's Compensation and Employer's Liability

- Statutory Coverage for Maine
- \$100,000 to \$500,000 Employer's Liability
- Broad form all states Endorsement

Company shall not commence any services pursuant to this Agreement until the County and the Sheriff have been furnished with Certificates of Insurance in duplicate from Company insurance carrier(s) certifying that policy(s) of insurance providing coverage in amounts equal to or greater than listed above,

have been issued to Company and are in full force and effect. Furthermore, prior to any commencement of services by Company, the Certificates must be examined and approved by the Sheriff's risk manager representative. The insurance broker and/or carrier or the Company will give the Sheriff a thirty (30) day notice of cancellation, non-renewal, or change in any respective policy. The County and Sheriff shall be covered as an additional insured under all policies of insurance listed above.

Company shall ensure that any physician, dentist, psychiatrist, or other medical professional engaged by Company either as an employee, agent, appointee or independent contractor at the Correctional Facilities will have professional liability coverage at those same levels and with the same terms.

Any cancellations or lapses of insurance coverage under this Agreement shall be deemed a material breach, and the County and the Sheriff shall have the right, in their sole discretion, to terminate this Agreement and seek applicable damages or other judicial relief.

15. TERMINATION OF AGREEMENT

A. This Agreement may be terminated as follows:

1. Unilateral Termination:

This Agreement may be unilaterally terminated by the County and the Sheriff or by Company without cause or reason so long as the effective date of termination is preceded by a one hundred twenty (120) day written notice to the other party.

2. 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 shall not have been cured within thirty (30) days following the giving such notice, the party giving notice shall have the right to immediately terminate this Agreement; provided however, that the cure period shall be limited to ten (10) days if the default or breach is failure by the County and Sheriff to timely make any payments due to Company hereunder.

3. Termination for Special Situations:

Either party may terminate this Agreement immediately upon the failure of the Board of County Commissioners for Cumberland County, Maine, to authorize and appropriate funds sufficient for the Sheriff to meet his obligations as described herein.

B. CHANGES TO SCOPE

Notwithstanding anything herein to the contrary, if (i) any applicable law, statute, regulation, ordinance, rule, standard, court order or decree, policy, practice, or procedure of any applicable governmental unit, agency or office (including but not limited to the federal, state or local courts, legislative bodies, and agencies, including the County or Sheriff or their respective officers or agents) is adopted, implemented, amended or changed, introduced or repealed, or if (ii) any standard of care or treatment protocol changes or evolves in any material respect, or if any new medication or treatment or therapy is introduced to treat any illness, disease or condition, or if (iii) any of the financial or historical or projected information upon which Company based its Proposal, included but not limited to information provided by the County or Sheriff, proves to be inaccurate,

incomplete or otherwise not reflective of the circumstances, and if any such change in scope, as described in (i), (ii), or (iii) materially affects the costs or services or expectations of Company and/or the County in providing healthcare services to the Sheriff and County hereunder, then Company will notify the County, and Company and the Sheriff and County will meet to negotiate compensation or service requirement changes to this Agreement. The parties agree to meet to negotiate within thirty (30) days following the giving of notice by one party to the other party of a change in scope, whether such change is implemented or anticipated. If the parties are unable to agree on appropriate adjustments to the Agreement within the foregoing thirty-day period, then either party may terminate the Agreement upon sixty (60) days prior written notice.

C. RESPONSIBILITY FOR INMATE HEALTH CARE

Upon termination of this Agreement, responsibility for providing health care services to all inmates/detainees, including inmates/detainees receiving health care services at facilities off-site, will be assumed by the County and the Sheriff; however, nothing herein is intended to lessen or eliminate any contractual or professional service liability of Company to any inmate/detainee in immediate need of medical care when such contract is terminated, except where such termination is by mutual agreement of the Parties.

D. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or alleged breach thereof that cannot be resolved short of litigation will be submitted to non-binding arbitration.

16. MISCELLANEOUS

A. ASSIGNMENT

This Agreement may not be assigned by Company to any other corporation, entity, partnership, group or individual, without the express written consent of the County and the Sheriff, which consent shall not be unreasonably withheld. The parties bind themselves, their successors, and legal representatives in respect to all covenants, agreements and obligations contained herein.

Notwithstanding any provisions to the contrary, nothing herein is intended to limit or lessen the common law or statutory authority or responsibility of the Board or County Commissioners for Cumberland County, Maine over the county correctional system, its management and contracts as the law may exist today or be enacted, amended or modified in the future.

B. NOTICE

All notices or other communications received or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid, or sent via guaranteed overnight delivery service, and addressed to the appropriate party, or sent via electronic mail at the following address or such other address as may be given to the Parties:

1. SHERIFF:
Kevin J Joyce, Sheriff, or his successor Cumberland
County Sheriff's Office 36 County Way
Portland, ME 04102

joyce@cumberlandcounty.org

And

2. COUNTY MANAGER:
James Gailey, County Manager
Cumberland County Office Building
27 Northport Drive
Portland, ME 04103
gailey@cumberlandcounty.org

And

3. CFG HEALTH:
c/o Dr. Gregory Ladele
250 Century Parkway, Suite 250
Mount Laurel, NJ 08054
gladele@cfghealth.com
with copy to:
lguerrero@cfghealth.com

C. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Maine. The parties agree that jurisdiction and venue shall be vested in the Superior Court of Cumberland County, Maine.

D. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject of the Agreement. No modification or amendment of this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

E. WAIVER OF BREACH

A waiver by either party of a breach or violation of any provision of this Agreement shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

F. ENFORCEMENT

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

**HEALTH SERVICES AGREEMENT
SIGNATURE PAGE
Cumberland County Jail**

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto on the dates indicated below.

Cumberland County Commissioners

Dated: _____

Patricia Smith, Chair (District 4)

Tom Tyler, Vice Chair (District 2)

Jean-Marie Caterina, Commissioner (District 1)

Stephen F. Gorden, Commissioner (District 3)

James F. Cloutier, Commissioner (District 5)

Witness:

Cumberland County Sheriff's Office

Dated: _____

Kevin J. Joyce, Sheriff

Witness:

CFG Health Systems, L.L.C.

Dated: _____

Dr. Gregory Ladele, President/Owner

Witness:

EXHIBIT A

**PROPOSED STAFFING PLAN
CUMBERLAND COUNTY CORRECTIONS DIVISION**

(Effective February 1, 2026)

The following sets forth the staffing plan for the Cumberland County Corrections Division for a population of 450 inmates. These rates shall be reviewed by the Sheriff and CFG annually for consideration of adjustments.

<u>Position</u>	<u>FTE</u>	<u>Hours/Week</u>	<u>Hourly Rate</u>	<u>Benefit Rate</u>	<u>Total Rate</u>	<u>Annual Rates</u>
Health Service Administrator	1.00	40	\$67.00	\$20.48	\$87.48	\$ 181,961
Director of Nursing	1.00	40	\$57.00	\$18.92	\$75.92	\$ 157,917
Administrative Assistant	1.00	40	\$24.84	\$13.91	\$38.75	\$ 80,590
Site Medical Director	0.80	32	\$108.17	\$35.13	\$143.30	\$ 238,444
Nurse Practitioner (NP)	2.00	80	\$78.41	\$29.88	\$108.29	\$ 450,487
Registered Nurse (RN)	7.00	280	\$46.00	\$24.22	\$70.22	\$ 1,022,336
Registered Nurse (RN) - MAT	1.40	56	\$46.00	\$21.75	\$67.75	\$ 197,291
Certified Residential Medication Aide (CRMA)/LPN	6.20	248	\$24.88	\$20.80	\$45.68	\$ 589,121
Director of Mental Health	1.00	40	\$55.00	\$18.61	\$73.61	\$ 153,108
Mental Helth Professional (LCSW/LCPC)	1.20	48	\$43.00	\$16.64	\$59.64	\$ 148,870
Psychiatrist	0.05	2	\$200.00	\$179.13	\$379.13	\$ 39,429
Medical Records Clerk	0.60	24	\$21.01	\$4.04	\$25.05	\$ 31,263
Dental Assistant	0.19	7.6	\$24.72	\$6.43	\$31.15	\$ 12,312
Dentist	0.19	7.6	\$184.00	\$30.64	\$214.64	\$ 84,826
Total	23.63	945.20				3,387,955.16

EXHIBIT B
PROPOSED DAILY/WEEKLY STAFFING SCHEDULE
CUMBERLAND COUNTY CORRECTIONS DIVISION
MEDICAL DEPARTMENT
(Based Upon a Population of 450 Inmates)
(Number of Hours Per Shift Per Position)
(Effective February 1, 2026)

Position	Mon	Tue	Wed	Thurs	Fri	Sat	Sun	TBD	Weekly Hours	FTE
Health Services Administrator	8.0	8.0	8.0	8.0	8.0				40.0	1.00
Director of Nursing	8.0	8.0	8.0	8.0	8.0				40.0	1.00
Administrative Assistant	8.0	8.0	8.0	8.0	8.0				40.0	1.00
Medical Director	8.0	8.0		8.0	8.0				32.0	0.80
Nurse Practitioner (NP)	16.0	16.0	16.0	16.0	16.0				80.0	2.00
Registered Nurse (RN)	24.0	24.0	24.0	24.0	24.0	24.0	24.0		168.0	4.20
Registered Nurse (RN) - MAT	8.0	8.0	8.0	8.0	8.0	8.0	8.0		56.0	1.40
Certified Residential Medical Aide (CRMA/LPN)	8.0	8.0	16.0	8.0	8.0	8.0	8.0		64.0	1.60
Director of Mental Health	8.0	8.0	8.0	8.0	8.0				40.0	1.00
Mental Health Professional (LCSW/LCPC)	8.0	8.0	8.0	8.0	8.0	4.0	4.0		48.0	1.2
Psychiatrist		2.0							2.0	0.05
Medical Records Clerk	8.0		8.0		8.0				24.0	0.60
Dental Assistant	7.6								7.6	0.19
Dentist	7.6								7.6	0.19
Totals Day Shift									649.2	16.23

Evening Shift

Certified Residential Medical Aide (CRMA/LPN)	16.0	16.0	16.0	16.0	16.0	24.0	24.0		128.0	3.20
Total Evening Shift									128.0	3.20

Night Shift

Registered Nurse	24.0	12.0	12.0	12.0	24.0	12.0	12.0		112.0	2.80
Licensed Practical Nurse / CRMA	8.0	8.0	8.0	8.0	8.0	8.0	8.0		56.0	1.40
Totals Night Shift									168.0	4.2
Totals All Shifts									945.2	23.63

ON-CALL PROCEDURE

*These positions will be on-call twenty-four (24) hours a day, seven (7) days a week in addition to their on-site hourly responsibilities.

EXHIBIT C

CFG REQUIRED MONTHLY REPORTS

1. Narrative- H.S.A and DON
2. Graph/Clinical Statistics
3. Staff Compensation, Benefits Report, and Vacancy Report
4. ER Trips/ Off Site trips/ Hospitalizations Report
5. Pharmacy Report to include HIV costs and returns.
6. QI Meeting Minutes to include P&T Meeting Minutes.
7. CQ Meeting Minutes
8. Grievance Report Log
9. CQI Summaries of all studies during the month 13, Cost Reports Pertaining to "Annual Budget" Cost Categories
10. Chart Reviews by Psychiatrist and Medical Director

EXHIBIT D

**ANNUAL BUDGET
BY COST CATEGORIES**

Contract Year 1: February 1, 2026 – June 30, 2026

Category	2025 - 26 Budget (Full Year)	2025 - 26 Budget (Feb – Jun)	2025 - 26 Budget (Per Month)	MAT RN* (Full Year)
Compensation	\$3,387,955	\$1,411,648	\$282,330	\$197,291
Contract Medical Insurance	\$202,561	\$84,401	\$16,880	
Medical Supplies	\$69,342	\$28,892	\$5,788	
	\$49,368	\$20,570	\$4,114	
Other	\$92,388	\$38,495	\$7,699	
Subtotal All Other Costs	\$3,801,615	\$1,584,006	\$316,801	\$197,291
Management Fee	\$348,321	\$145,134	\$29,027	
Total Cost	\$4,149,936	\$1,729,140	\$345,828	197,291
Monthly Costs	\$345,828	\$345,828	\$345,828	
# Of Inmates	450	450	450	
Costs Per Inmate	\$9,222.08	\$9,222.08	\$9,222.08	

- MAT RN is included in the “Budget” numbers in this table. For billing purposes, the MAT RN will be invoiced separately.

EXHIBIT E

A. Scope of Work and Services-Overview. The Company will be expected to meet the specifications and program requirements as described below. In general:

- a. The Company shall be responsible for every facet of the health care delivery system at CCJ and shall conduct said program in full compliance and in accordance with recognized standards, laws, ordinances, rules and regulations of federal, state, and local authorities that may be applicable. At a minimum, Company must guarantee maintenance of NCCHC standards for adult facilities and ACA 5th edition standards for adult local detention facilities. The responsibility for providing health care commences with the commitment of an inmate to the custody of CCJ and ends with the discharge of the inmate.
- b. The health care delivery system must conform to state standards for medical services.
- c. The Company will be required to deliver quality health care that can be audited against established standards, in a cost- effective manner, with full reporting and accountability to County and CCJ.
- d. The Company must implement a written health care plan with clear objectives, policies, procedures, and an annual evaluation of compliance.
- e. The Company must ensure that appropriate staff is available to provide the health care services as defined in this proposal.
 - i. Appropriate staff includes nursing coverage 24 hours a day/7 day a week, to include an RN in intake 24/7. A full-time Health Services Administrator, Director of Nursing, Medical Director, Behavioral Health Director, licensed social worker(s), a team of qualified mental health care providers, and a licensed dentist. See Staffing/Personnel below.
- f. The Company must conduct intake screenings, medical sick call, review and triage of medical request, conduct medical sick calls, administer detox and substance abuse treatment services, administer medication, assist with counseling and release planning, provide behavioral and mental health services. See Health Care Service Requirements below.

B. Scope of Work and Services- Staffing/Personnel

- a. Company shall provide appropriate staffing for CCJ and the required services, using only licensed and professionally trained personnel to provide health care coverage. Staffing must include the following:
 - i. Health Services Administrator (HSA): The Company's Health Services Administrator is a full-time, on-site health care administrator who shall have the general responsibility for successful delivery of health care pursuant to the Contract. The Health Care Administrator shall hold a baccalaureate degree in a health related field such as public health, public administration, business administration, hospital administration, nursing, etc. or possess education and experience which demonstrates competence and success in administering a complex organization, managing numbers of personnel comparable to the CCJ health services program, complying with accreditation standards, and displaying a commitment to continuous quality improvement, particularly in a healthcare related environment.
 - ii. Nursing Coverage. Provide RN and LPN staff with appropriate supervision to conduct intake, daily nurse's sick call, review and triage of medical requests, diabetic call,

detox protocol, conduct medication administration, and perform other functions required by the contract. Nursing coverage shall be twenty-four (24) hours per day, seven (7) days per week.

- iii. Counseling and Release Planning: A Licensed Social Worker must be available to provide screenings, referral, service coordination, and prerelease planning for inmates with mental illness and/or inmates who need to link with health care services in the community.
- iv. Company must require staffing to:
 - a) Maintain an open and cooperative relationship with the administration and staff of CCJ;
 - b) Maintain complete and accurate records of care and collect and analyze health statistics on a regular basis;
 - c) Operate the health care program in a humane manner with respect to the inmate's right to basic health care services and confidentiality.
- b. Employment Approval. Company must recruit, interview, hire, train and supervise all health care staff. Such health care staff must be adequate to meet all conditions and specifications of this contract. All medical staff providing services under this contract must be licensed to practice in the State of Maine. Employment of the Company's employees, contract personnel, and subcontract personnel shall be subject to approval by the CCJ authorized representative or its designee. Upon request of the County, the Company shall replace any employee or subcontract when the CCJ authorized representative or its designee deems it in the best interests of CCJ. The County further reserves the right to refuse to allow any employee, agent, subcontractor, venter, or representative of Company admittance to CCJ for purposes of participation under this agreement. The decision to deny admittance to CCJ shall be made by the CCJ authorized representative or its designee. The decision to deny access will not create any financial liability on the County, to include reimbursement for lost wages, fees, services, or other compensation of any sort. This refusal should not be deemed termination or any other form of adverse employment action, and Company will defend, indemnify and hold harmless to the fullest extent permitted by law the County for any resulting action that may be taken by any person or entity refused access. All Key Positions, defined as HSA, DON, MD, NP, MH Director, Psychiatrist, MHNP, Dentist must have approval from CCJ prior to any employment offers being made.
- c. Background Investigation. All of Company's employees and subcontractors/subcontractor employees must have a pre-approved criminal background check which will be conducted by the Cumberland County Sheriff's Office or another law enforcement agency designated thereby. Cumberland County will take all reasonable, usual and customary steps necessary to screen health care personnel to ensure that such personnel will not constitute or create a security risk to CCJ, the inmate population, or staff. All health care personnel employed by Company or its subcontractors may be required to submit to initial employment drug screening and additional drug screening during employment, all at the sole discretion of CCJ. Any cost incurred in this screening is the responsibility of Company.
- d. Compliance With Applicable Laws, Regulations, and Standards. All personnel provided by the Company or its subcontractors shall comply with all federal, state, and local laws, ordinances, rules, regulations, licensing requirements, court orders, and CCJ policies, procedures, and directives. In addition, all personnel provided by the Company shall

- always conform to applicable ACA and NCCHC standards. CCJ shall determine, in its sole discretion, which of those standards are applicable. Company shall notify the CCJ authorized representative of any claims, suits or investigations concerning the licensure of any health care personnel working within the Cumberland County Jail within twenty-four hours. The Company will provide to Cumberland County copies of all required licenses and certifications, renewals of licenses and certifications, and any modification to or restrictions on any licenses or certifications, of health care personnel providing services under the contract between County and the Company.
- e. Job Description. Company shall provide each employee and other members of its health care personnel with written job descriptions and performance expectations which clearly delineate the assigned responsibilities for each health care position. These job descriptions and performance expectations must be approved in advance by the County.
- i. Company will have on file on-site copies of licenses and individual plans of supervision for work at CCJ, of all medical staff members assigned to CCJ at the time the staff member is assigned.
 - ii. The Company shall maintain minimum staffing requirements.
 - iii. Company's appropriate medical health personnel shall attend and participate in CCJ staff meetings as indicated.
 - iv. Company hereby agrees with the County that it is contracting with the County as an independent contractor and that any personnel supplied to the County hereunder are not employees of the County and are employees, agents or subcontractors of the Company. Company acknowledges that Company employees, agents, or subcontractors are not entitled to benefits of any kind or nature to which employees of the County are normally entitled, including, but not limited to, unemployment compensation, workers compensation, group health insurance, disability coverage, retirement contributions, or paid time off.
 - v. Inmates shall not be employed or otherwise engaged by either Company or CCJ in the rendering of any health care services.
 - vi. In the event Company's personnel are required to devote time regarding litigation or threatened litigation by or on behalf of County this shall be in addition to their service time pursuant to this agreement. Company shall not be entitled to any additional compensation.
- f. Staffing paybacks. The Company will be required to credit the County for the actual costs of service hours not provided by any medical staff or contracted medical services position from the initial date of non-service to the date of the staff position filled. For each medical classification governed by the staffing matrix, a withhold from base compensation may be imposed by the County for any unpaid hours below total hours agreed to in the staffing matrix. In all cases, the Company's employees may be used to cover like positions when their credentials equal or exceed the credentials required for such a position. The Company will provide the Sheriff or the CCJ authorized representative and the Contract Monitor, with a monthly contract staffing compliance report showing all contract positions relative to the staffing matrix. Unfilled hours include those hours, which are not filled due to voluntary or involuntary termination or any other reason or incident resulting in the position being unfilled; except, unfilled hours will not include those hours not filled due to illness, holidays, vacation, personal leave or paid hours, up to 40 hours, or one week if the position is less than 40 hours a week. If any Key Position positions are unfilled more than 5 days (or the equivalent of 1 week for

positions less than 40 hours) for reasons of illness, annual or personal leave, starting on day 6, (or the next week for those positions less than 40 hours) it will be required that a Regional or Corporate Staff Member with equal or greater credentials fill in. For all other positions (not defined as a Key Position) it will be expected that the Company credits the County for the underage of hours. If the Key Positions are not filled starting day 6, they will be subject to the same staffing payback and credit to the County. The County may request credit as set forth above. Per diem, temporary, and agency hours monthly cannot exceed 15% of total worked FTE hours. If per diem, temporary and/or agency personnel usage exceeds 15% of the total hours provided according to the contracted hours, the County may invoke a penalty of One Thousand Dollars (\$1000.00) per month of occurrence.

C. Scope of Work and Services- Delineation of Security Responsibilities.

The primary responsibility for inmate custody and security within CCJ rests with the staff of CCJ. The Company shall have primary responsibility in all matters pertaining to medical, mental health and dental treatment and care of inmates. Everyone who works in CCJ has a responsibility for security. The Company shall be responsible for security of all materials and equipment in Company's work area. On matters of mutual concern, CCJ staff shall support, assist and cooperate with Company and Company shall support, assist and cooperate with CCJ staff whose decision in non-medical matters and matters involving safety of staff and inmates and security for CCJ shall be final. All decisions involving the exercise of medical, mental and/or dental judgment are the responsibility of the Company. All on site health care personnel who provide services shall receive orientation in security procedures.

D. Scope of Work and Services- Health Care Service Requirements

- a. General Health Care Service Requirements. Company shall schedule, administer, and coordinate medical, mental health and dental care rendered to inmates inside or outside CCJ. Company shall administer emergency medical care at CCJ to any employee or visitor who requires such care.
 - i. Company shall schedule, coordinate, and administer all physician services rendered to inmates inside or outside CCJ. At a minimum, Company shall identify a qualified medical professional who shall conduct sick call and generally provide such care as is available in the community. A covering physician or a qualified medical professional shall be on call seven (7) days per week, twenty-four (24) hours per day for consultation and/or emergency situations, to include on-site response to CCJ if requested by CCJ staff.
 - ii. Company shall schedule, coordinate, and administer, all supporting diagnostic examinations, procedures and services for inmates both inside and outside CCJ.
 - iii. Company shall provide the necessary follow-up for health problems as may be identified. This includes inpatient or outpatient hospitalization, appropriate monitoring, prescription of medications, consultations with specialty physicians, etc.
 - iv. The Company will be required to draw blood samples for sex offender registration (DNA) and other purposes as determined by policy or statute, except for purposes of evidence collection.
 - v. Medications are to be administered to the inmate population by nursing personnel or for unique requirements may be Keep on Person (KOP) by the inmates depending on the medication involved and the assigned housing unit. No controlled substances,

TB, HIV or psychoactive medications shall be kept KOP but rather be administered on a dose-by dose basis by licensed nursing staff.

- b. Medication distribution to inmates will be provided within the scope of Maine state law and Maine DOC Jail Standards. Quality review audits will be performed monthly.
- c. Out-patient care. Company will be directly responsible for payments to any out-patient facility or ambulance services. Company shall not unnecessarily or unreasonably make such out-patient referrals. Company shall schedule, coordinate, and administer inpatient hospitalization of any inmate of CCJ. The Company is also responsible for making decisions for ambulance service to the inpatient facility.
 - i. The Company will be responsible for all costs associated with hospitalization, all off-site specialty services inclusive of diagnostic and treatment procedures, and emergency transportation services up to an annual limit of \$100,00.00 this is the aggregate CAP.
 - ii. As part of controlling such costs, Company shall be responsible to review charges for outside services to ensure compliance with MaineCare and Medicare maximum allowances, as applicable. Company shall be further responsible for all communications with providers of outside services to adjust charges to ensure compliance with MaineCare and Medicare allowances.
 - iii. The Company should establish agreements with the individual specialist and sub-specialists willing to assume the responsibility for ongoing care of with a specialty multi-physician group practice for specialty outpatient services. The Company shall establish a working relationship and/or agreement with at least one local hospital to coordinate care for hospitalized inmates. The Sheriff reserves the right to approve all agreements for off-site services, inpatient or out-patient, as well as all subcontractor agreements. The Company shall maintain these contracts in a file on-site with the CCJ and these files shall be available to the County or Sheriff in their entirety with no redactions, and the Contract Monitor, upon request.
 - iv. The Company shall ensure that the utilization management (UM) is conducted for all inpatient hospitalizations to ensure that the length of hospital stay is no longer than necessary. Any hospitalization of 3 days or more will require the Medical Director to visit the inmate in the hospital on day 3 and every other day after for the duration of the hospitalization. The Director of Nursing or his/her designee shall be in contact with any outside hospital where an inmate is housed on a daily basis and the Medical Director shall be aware of everyone's hospital status as well. While utilization management is an important aspect of any managed care program, it is also critical that positive relationships with local hospitals or clinics be maintained and that the patient care site is clinically appropriate to the unique needs of the individual patient. Despite either outpatient or inpatient utilization management initiatives by the Company, the site Medical Director shall be responsible for clinical decisions involving his/her patients within the CCJ. Final medical authority rests with the Medical Director. Individuals returning to CCJ following off-site treatment should return with documentation of the treatment received, in the form of a discharge summary, consult follow-up or other progress note. It is critical that any patient returning from an inpatient hospital stay be evaluated by qualified nursing staff prior return placement in housing population. All discharge summaries, treatment records, progress notes, etc. shall be reviewed by the physician as soon as possible after the inmate returns from an off-site

appointment to assure appropriate orders and follow-up.

- v. The Company shall carry out payments to hospitals, physician groups and other subcontractors within a reasonable time, within 30 days of billing.
- d. Exceptions to Treatment
- i. The Company shall provide health care services to pregnant inmates, but health care services provided to an infant following birth will not be the responsibility of Company.
 - ii. Elective Medical Care. The Company will not be responsible for providing elective medical care to inmates. For purposes of the Agreement, “elective medical care” means medical care which, if not provided, would not, in the opinion of Company’s Site Medical Director, cause the inmate’s health to deteriorate or cause definite harm to the inmate’s well- being. The Sheriff must be notified of any referral of inmates for elective medical care, prior to provision of such services.
 - iii. Inmates Outside CCJ. Health care services are intended only for those inmates in the actual physical custody of CCJ. This includes inmates in hospitals or other treatment outside CCJ. Such inmates will be included in the daily population count. Inmates on any sort of temporary release, including, but not limited to, inmates temporarily released for attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in CCJ at night, will not be included in the daily population count. They will not be the responsibility of Company with respect to the furnishing of health care services except for the provision of medications to provide for continuity of care prior to a scheduled release.
- e. Receiving Screening. Company shall perform a Receiving Screening, by a Registered Nurse on all new commitments to CCJ before the inmate enters the general population of CCJ. Following this initial determination of need, the inmates must be referred to the mental health staff when clinically appropriate. At minimum, the Receiving Screening shall include:
- i. Relevant past medical and mental health history, including communicable disease, cardiac and circulatory problems, respiratory problems, allergies, muscular/skeletal problems;
 - ii. Documentation of current illnesses and health problems, including medications taken, and special health requirement;
 - iii. Behavioral observations, including state of consciousness, mental status, and whether the inmate is under the influence of alcohol or drugs;
 - iv. Notation of body deformities, trauma markings, bruises, ease of movement, etc.;
 - v. Conditions of skin including trauma markings, bruises, lesions, rashes, and needle marks or other indications of drug abuse should be noted.
 - vi. For females, a history of gynecological problems and pregnancies.
 - vii. A standard form will be used for purposes of recording the information of the Receiving Screening and will be included in the health record of the inmate; and
 - viii. Referral of the inmate for special housing, emergency health services, or additional medical specialties will be made as appropriate.
- f. Comprehensive Health Assessment. Company shall perform a comprehensive health

assessment on any inmate confined at CCJ within fourteen (14) calendar days of the arrival of the inmate at CCJ. Such assessment shall be performed by a physician or nurse practitioner. At a minimum, the comprehensive health assessment shall include:

- i. Review of the Receiving Screening;
Additional data necessary to complete a standard history and physical, including review of mental and dental status;
Screening tests for communicable and chronic disease, as clinically indicated;
 - ii. Additional lab work as directed by the physician for medical or health problems;
Additional tests as required, based on the original screening tests;
 - iii. Physical examination including a gynecological assessment for females when determined by Company to be clinically necessary;
 - iv. Review of physical examination and test results by a physician for problem identification and initiation of therapy when appropriate. Referral to mental health provider where indicated.
- g. Medical Sick Calls. Company shall establish a system to respond to inmate requests for medical, dental or mental health services. Individuals shall be seen by the appropriate level of health care team member for medical requests within the timeframes prescribed by NCCHC and ACA whichever is sooner. Dental complaints may be screened by a hygienist or nursing staff if the dentist trains the staff appropriately. A psychiatric social worker shall screen all mental health requests including those requesting to be seen by the psychiatrist. The level of provider seen shall be established through the triage process by nursing staff. A qualified Medical Provider (Physician, Nurse Practitioner or a Physician Assistant with appropriate supervision) will be on-site to provide sick call five days per week. Actual sick call encounters shall be conducted by nursing or physician staff for medical complaints, nursing or dental staff for dental complaints and a Qualified Mental Health Professional for mental health issues. Nurse sick call shall be available on-site daily including weekends and holidays. Provider sick call shall be conducted not less than five days per week. The Company will be responsible for tracking, monitoring and reporting on the status of requests.
- h. Medical Health Care Services
- i. The Company shall be responsible for all medical health care orders.
The Company shall provide appropriate and qualified health care professionals to visit CCJ as needed to provide comprehensive medical health care, i.e., diagnosis, treatment, prescription of appropriate medications and/or other treatment as may be indicated.
 - ii. The Company shall provide a qualified health care professional to be on call as required to provide emergency treatment and consultation for inmates at CCJ on a 24-hour basis.
 - iii. Provide diagnosis or referrals to health facilities for those inmates requiring more extensive treatment.
 - iv. Advise CCJ staff of any potential situation which could place inmates and staff in jeopardy.
- i. Mental Health Services
- i. Company shall provide a team of qualified mental health care providers which may include qualified and currently Licensed Clinical Social Workers, LCPC's,

psychiatric nurses, and psychiatrists.

- ii. Company shall implement a mental health program for the evaluation, treatment, and/or referral of mentally ill inmates to include but not limited to the following:
 1. Mental Health services shall include as a minimum screening for mental health problems on intake as approved by the mental health professional and as provided in NCCHC and ACA standards.
 2. Referral to the Company's Psychiatrist for the detection, diagnosis, and treatment of mental illness.
 3. Crisis intervention and management of acute psychiatric episodes.
 4. Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.
 5. Referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment capability of the facility.
 6. Obtaining and documenting informed consent.
- iii. The mental health evaluation shall be one key component of the comprehensive jail mental health program established by the Company. The clinical services provided shall be consistent with the community while emphasizing prevention, identification, early intervention and aggressive treatment of mental disorders with the goal of reducing the frequency and duration of episodes of serious mental illness. The goal shall be to provide services to the inmate such that s/he is able to function to the best of their potential ability. All inmates shall be considered as eligible for mental health services with the priority given to those individuals identified as most severely impaired by serious mental disorder, the most dangerous to themselves or others, and those who exhibit an inability to function within the general population setting of detention facilities. The existence of a mental disease or disorder as categorized within the American Psychiatric Association's Diagnostic and Statistical Manual (5) of Mental Disorders shall be the basis for service consideration. Axis II disorders including antisocial and borderline personality disorders shall be evaluated for group intervention based on individual need. The mental health team shall also work with preventative or promotive programs including psycho-educational or cognitive behavior programs focusing on topics such as anger management, impulse control, or substance abuse as examples.
- iv. The Company shall establish a process for the systematic mental health evaluation if inmates within the timeframes prescribed by NCCHC and ACA whichever is sooner.
- v. Any inmate found to need urgent follow-up is identified by the mental health professional at the time of the intake screening or mental health evaluation unless previously referred by members of the security or health care staff or other jail staff person. If the inmate needs immediate intervention, the qualified mental health professional shall determine the appropriate disposition among the options available-emergency inpatient mental health transfer through civil commitment (limited availability or use), placement in a mental health special needs area (where suicide watch or therapeutic restraint can occur) or placement in mental health housing for the more chronic mentally ill. Written criteria and protocol shall be implemented for each potential mental health placement option and a

referral process delineated in detail.

- vi. The mental health evaluation/appraisal shall be in accordance with NCCHC and ACA standards and minimally consist of a structured patient interview with a mental health professional (mental health professional defined primarily as independently licensed clinical social worker, qualified mental health professional, but may also include psychiatry or licensed doctoral level psychology staff, or advanced practice registered with a psychiatric clinical specialty) prior to the 14th day of inmate custody within the jail, and shall at minimum include:
 1. History of psychiatric inpatient hospitalization, public or private.
 2. History of outpatient mental health treatment, public or private.
 3. Current psychotropic use- medication, dosage, and prescriber.
 4. Current drugs of abuse or alcohol use-type of drug, method of use, frequency, last use.
 5. Current suicidal thoughts, ideation or plans.
 6. Prior suicide attempts-ideation, gesture, and attempt.
 7. History of sexual offenses.
 8. History of sexual abuse.
 9. History of violent interpersonal behavior or property damage.
 10. History of child abuse.
 11. History of victimization within detention by predators, on the street.
 12. Special education background/level of education.
 13. History of serious head trauma with even momentary loss of consciousness.
 14. History of seizure activity and cause if identified alcohol, withdrawal, head trauma, etc.
 15. Gross assessment of intellectual functioning.
 16. Adjustment for incarceration.
- vii. If an inmate is identified as potentially mentally challenged /developmentally disabled during the booking process, receiving screening, mental health evaluation, or otherwise, the inmate shall be referred to a mental health professional for assessment. Mental health staff shall work together with the education staff in basic screening for intelligence and in obtaining prior documentation from a community setting regarding these needs, school or state's agency for individuals with intellectual and developmental disabilities. If the inmate has difficulty in functioning within the general population due to his limited intelligence or may be victimized, this inmate shall be considered by the mental health staff for placement into one of the mental health housing units that provide a more sheltered and protected environment.
- viii. The Company shall ensure inmates referred for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed within 14 days of the referral request date.

- ix. Company shall be responsible for placing inmates who are at risk for suicide on an appropriate watch/observation status with documented checks to be performed at intervals specified by Company. CCJ staff shall be permitted to increase the frequency of such observation intervals, but only Company or a properly licensed mental health provider may reduce the frequency of such observation intervals and/or reduce or remove an inmate from a designated watch status.
- x. Company shall have all inmates screened by a mental health professional; execute releases of information so that prior medical and mental health records can be reviewed to ensure continuity of care.
- xi. If any inmate is referred to Company by CCJ staff for mental health evaluation or care, the inmate shall be examined by a mental health professional immediately if Company's mental health staff is on site. Otherwise, Company shall contact a qualified mental health provider.
- xii. Psychotropic medications in crushed or liquid form will be used where clinically appropriate. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist. All inmates placed on drug therapy for mental illness will have appropriate follow-up as determined by Company.
- xiii. Company shall provide a psychiatrist through on-call availability at the CCJ twenty-four (24) hours per day, seven (7) days per week.
- xiv. Company shall implement a program of mental health care available to all custodial inmates, which includes at least the following:
 - 1. psychotropic medications;
 - 2. case management, individualized treatment planning, and supportive group and/or individual counseling, all provided by duly licensed qualified mental health professionals;
 - 3. psychiatric consultation for identified inmates;
 - 4. laboratory studies as indicated;
 - 5. discharge planning to include a minimum of seven (7) days of prescription medications, if indicated;
 - 6. crisis intervention; and
 - 7. dual diagnosis treatment.
- xv. Company may require more than seven (7) days of medications to be filled upon the inmate's release if it is clinically indicated that either
 - 1. the prescription be filled in a sufficient quantity to ensure that the inmate can continue the medication until the inmate is able to be seen by an outside provider or
 - 2. the prescription is completed.
- xvi. Company shall ensure that all contract personnel receive specialized training in mental illness, substance abuse, suicide prevention and intervention.
- xvii. Company's management staff will attend multi-disciplinary meetings and coordination of care meetings.

- j. Substance Abuse Treatment Services: The Company shall establish a plan for a detoxification program for drug and/or alcohol addicted inmates. The Company will indicate which drug and alcohol assessment instrument(s) will be used. It is strongly recommended that these instruments include Clinical Instrument Withdrawal Assessment – Alcohol Revised (CIWA-AR), the Benzodiazepine Withdrawal Scale for Corrections (BWS-C), and the Clinical Opiate Withdrawal Scale (COWS). Written protocol and policies will be provided to the Sheriff within a reasonable time from the start of this contract. Additionally, the Company will provide in-house substance abuse treatment services consistent with generally accepted medical protocols.
- i. Pregnant inmates who are entering the stages of withdrawal shall be promptly triaged and evaluated rather than allowing the withdrawal to move forward. The Company shall have systems in place to identify the pregnant, high risk inmate upon admission, and for clinical follow-up during incarceration including routine prenatal care and maternal counseling.
 - ii. Women who are received at the facility shall be questioned during the intake receiving screening by health care staff regarding potential pregnancy and last date of menstruation. If there is the slightest indication that the individual may be pregnant, she is treated as such until she is ruled out through a urine pregnancy test and physical examination/health assessment.
 - iii. The Company shall ensure inmates have access to a chemical dependency treatment program. The clinical management of chemically dependent inmates shall include, at a minimum, the following:
 1. A standardized diagnostic needs assessment administered to determine the extent of use, abuse, dependency, and/or co-dependency.
 2. An individualized treatment plan developed and implemented by a multi-disciplinary clinical team that includes medical, mental health, and substance abuse professionals.
 3. Pre-release relapse-prevention education, including risk management.
 4. Inmate involvement in aftercare discharge plans.
 - iv. The Company shall establish a practice for the early identification, assessment, intervention and treatment of inmates with alcohol or drug dependency. Intake health care staff conducting mental health screenings and evaluations at admission shall also work to identify any individual in need of intervention for drug and/or alcohol addiction.
 - v. The Company shall establish a Medication Assisted Therapy (MAT) program in accordance with the Detention and Correctional Standards for Maine Counties and Municipalities. (June 2021, Section K.19). The clinical management of chemically dependent residents with a substance use disorder includes at a minimum the following:
 1. A standardized diagnostic needs assessment;
 2. An individualized treatment plan, which must include medication-assisted treatment (MAT) for residents with a substance use disorder if determined necessary by the responsible health provider;
 3. Prerelease relapse prevention education, including risk management; and
 4. Resident involvement in aftercare discharge plans, including referrals for

continuity of care in the community.

- vi. Medications for Addiction Treatment (MAT) include the use of medications approved for the treatment of OUD, ideally used in a combination with counseling and behavioral therapies. Medications for Addiction Treatment for the treatment of OUD include buprenorphine, naltrexone and methadone.
- k. Dental Services. Company shall provide an appropriate dental program. This shall include oral care, including emergency care, under the direction of a licensed dentist as needed to all inmates. Oral screening is done on all inmates within 14 days of admission.
 - i. The Company shall have a licensed dentist (D.M.D.) available to provide dental services for 30.4 hours per month.
 - ii. The dental program shall use a qualified health care professional, trained by a dentist, to screen sick calls.
 - iii. The Contractor shall maintain a system for the oral screening of inmates prior to or in conjunction with the health assessment/physical exam, within 14 days if the receiving screening. This oral screening may be conducted by nursing staff or other health staff who are trained by the dentist to visually identify gross abnormalities of the teeth and gums, to identify swelling and infection and to respond to an inmate's complaint of acute dental pain. Antibiotic and analgesic orders may be initiated by nursing based upon verbal orders or telephone order by the dentist or physician. Nursing may not initiate legend medications from a generic standing order. The dentist shall also participate in the development of the formulary to ensure that dental is represented in the areas of antibiotics, analgesic, and other items such as rinses that may be prescription only.
 - iv. Dental services shall be focused on emergency treatment for acute pain, swelling and infection. Restorative care such as routine fillings will be available on a limited basis depending on the availability of the dentist. Prophylactic care such as routine cleaning is unavailable in the detention setting due to the short length of stay. Individuals with prolonged lengths of stay that may be up to one year, or rarely more, shall be given priority for restorative care. An oral examination shall be performed by a dentist within 30 days of admission, the Dentist must complete the Dental Intake Screening at this time. Dental lab services shall be available through the Company, but utilization will be minimal with the focus on those individuals without teeth or with an insufficient number of teeth in opposition to masticate properly. Partials will be given priority for mastication rather than aesthetics and temporary devices may be provided, e.g. a "flipper."
 - v. All other NCCHC and ACA standards will be followed.
- l. Pharmaceutical Services:
 - i. County contracts for pharmacy services separately. Company agrees to coordinate Services with the pharmacy service provider contracted by the County and Sheriff to provide pharmacy services to its correctional facilities.
 - ii. Distribution of medication shall be by Company staff in compliance with state standards and the standards of the ACA and/or NCCHC.
 - iii. The Company shall maintain, and monitor records of all medications dispensed or administered.
 - iv. Company shall ensure the management of onsite pharmacy services sufficient to meet

the needs of the inmate population. Company shall provide a written protocol for provisions for pharmaceutical services to assure the availability of prescribed medications within twenty-four (24) hours of the prescription being written are to be in place. Company shall ensure that prescribed medications are provided to inmates within twenty-four (24) hours of the prescription being written, unless the prescription is for STAT, in which case the prescribed medication will be provided to the inmate within four (4) hours of the prescription being written.

- v. The Company management of pharmaceuticals shall include:
 - 1. Prescription practices, including, requirements that medications are prescribed only when clinically indicated as one facet of a program of therapy, and a prescribing provider re-evaluates a prescription prior to its renewal
 - 2. Medication procurement, receipt, distribution, storage, dispensing, administration and disposal.
 - 3. Secure storage and perpetual inventory of all controlled substances, syringes, and needles.
 - 4. Administration and management in accordance with state and federal law and supervision by properly licensed personnel.
 - 5. Administration of medications by persons properly trained and under the supervision of the health authority and facility or program administrator or designee.
 - 6. Accountability for administering and distributing medications in a timely manner and in according to physician orders.
 - 7. Company will be responsible for the shipping costs of all returned medications and will provide the Sheriff or his/her designee with pre-paid, pre-addressed labels such as FedEx, UPS etc. The Sheriff or his/her designee will affix labels to the return box and return to the Company's express delivery personnel on their normal delivery to the facility.
 - 8. The Company shall ensure the availability of pharmacy services sufficient to meet the needs of the inmate populations assigned to CCJ. The Company shall comply with all applicable state and federal laws, rules, regulations and guidelines regarding the management of pharmacy operations.
- vi. A consultant pharmacist utilized through the Company's pharmacy contract shall conduct inspections on a bi-monthly (6 times annually) basis by a Pharmacist. The Pharmacist shall generate a professionally prepared, legible report from each inspection, and the Company shall then develop a response with a plan of corrective action for any problematic areas. These complete reports shall then be delivered by the Health Services Administrator to the Contract Monitor and Sheriff. The Company shall ensure timely follow-up and resolution of all outstanding pharmacy management issues as a high priority.
- vii. The Company shall establish a stock supply of commonly used medications (over-the-counter, legend and controlled substances) for administration to inmates prior to receipt of their actual patient -specific prescription. This stock shall be managed and maintained in a safe and secure environment with a perpetual inventory tracking system to ensure accountability. The medications shall

be determined by the Medical Director and Director of Nursing with the approval of the Sheriff or his/her designee (and the state pharmacy board if necessary). Volume shall be monitored closely to ensure that no medications are being diverted. The Sheriff reserves the right to an independent audit of medications at the CCJ.

- viii. This stock supply shall include emergency drugs for the emergency supplies as determined by the Medical Director. Additionally, stock shall include items for poison control, antidote and overdose management, again determined by the Medical Director. All staff that work with medications shall be oriented fully to the pharmacy procedures and to poison control numbers. These numbers shall be posted conspicuously in medication area and in the clinic and intake areas.
- ix. Medications are to be administered to the inmate population by nursing personnel. It is expected that items of critical and emergent nature such as nitroglycerin or an inhaler will be allowed KOP.
- x. The Company will coordinate with the contracted Pharmacy to establish a formal process, in concert with state and federal laws, regarding the destruction or disposal of medications including patient specific dispensed medications, stock medications, controlled substances (whether stock or dispensed), and psychotropic medications. Medications shall be purged routinely so that the onsite quantity does not build up. Documentation of all destruction and disposal shall be complete, thorough and available for review upon request.
- xi. The Company shall establish a formulary of legend drugs for use within the facility. This formulary must be current with community standards of practice within managed care environments. A comprehensive policy and procedure shall describe the use of the formulary and procedures for non-formulary approval. It shall be the responsibility of the on-site Medical Director to approve or deny any non-formulary requests written by the Nurse Practitioner or Dentist. The Company's Regional or Corporate Medical Director shall approve any non-formulary requests made by the Medical Director. The Psychiatrist shall approve any psychotropic non-formulary requests written by the MH Nurse Practitioner and a Regional or Corporate Psychiatrist shall approve any requests made by the Psychiatrist. A formulary for OTC products shall also be established and shall coordinate with the use of approved nursing protocols for minor, self-limiting illnesses among the inmate population. Again, a non-formulary process shall be established for any such request for an OTC product identified as non-formulary.
- xii. The Company shall establish a bi-monthly (6 times annually) Pharmacy and Therapeutics Committee meeting to include review of the formulary and non-formulary usage, provider prescribing practices, drug utilization review, educational information, drug costs and other relevant topics to pharmacy operations.
 - 1. Consultation Services. Company shall provide a consultation service to CCJ staff on any aspect of the health care delivery system at CCJ. This shall include evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate supply systems and any other matter relating to health care services (e.g. Transgender, PREA (to include an on-site Sexual Assault Nurse Examiner (SANE) Program, MAT, and Discharge Services) upon which the staff seeks

the advice and counsel of the Company.

- m. Training by Company for CCJ Staff and Inmates. Company will work with CCJ staff and inmates to provide monthly educational material and instruction on a variety of health care issues. These shall include but not be limited to: CPR and first aid; response to an emergency or disaster condition; signs and symptoms of mental illness; alcohol and drug withdrawal; chronic illness; completion of intake screenings; blood-borne pathogens and universal precautions; basic medical situations; suicide assessment and prevention; transmission of communicable diseases; and other courses as deemed appropriate by the Company and the County. CCJ's employees may be included in any in-service offerings available to the medical staff. Company will be responsible for providing new hire TB testing and HEP C vaccinations to CCJ staff and annual TB testing and flu vaccines.
- n. Waste Management. Company will establish and implement a method of appropriate disposal of contaminated and/or regulated medical waste including needles, syringes, biohazards, and other materials used in the treatment of inmates. The Company will be responsible for removal of such waste.

E. Scope of Work and Services- Policies and Procedures

- a. Policies and procedures of the Company relating to the provision of health care (including medical, psychiatric, psychological, and dental care) are generally to be established and implemented solely by the Company. The Company shall develop and implement policies which ensure appropriate comprehensive healthcare in compliance with recognized standards, laws, ordinances, rules and regulations of federal, state, local authorities as may be applicable. All such policies and procedures must be in strict compliance with ACA, NCCHC and Maine DOC standards. The policies and procedures of the Company are subject to approval of the Sheriff. The Company will provide the Sheriff with at least one copy of the policy and procedure manual within a reasonable time of the implementation of the contract.
- b. Company shall maintain complete, accurate, and confidential medical, mental health and dental records separate from CCJ confinement records of the inmate in compliance with all laws and regulations. In any criminal or civil litigation where the physical condition of an inmate is at issue, or where medical care is at issue, Company shall provide the Jail Administrator or his designee with access to such records, and upon request, provide copies as authorized by law. The health care records shall be considered property of County.
 - i. CCJ currently has an Electronic Health Record (EHR). The Company will be responsible for maintaining the current Electronic Health Record vendor. The current EHR contract is between the Cumberland County Sheriff's Office and CorEMR.
 - ii. NCCHC and ACA standards must be followed regarding medical records. HIPPA standards must also be followed when applicable. The Company will cooperate with all internal investigations of CCJ.

F. CCJ Requirements

- a. Building and Equipment
 - i. County and Sheriff will provide, install, maintain, repair, replace when necessary, and permit Company to use all medical equipment within CCJ. County and Sheriff will provide, maintain and repair the building structure in areas assigned to Company, including necessary painting, maintenance of water, steam, refrigeration, sewer,

electrical lines, ventilation, air conditioning, lighting, heating, duct work, floor and floor covering, walls and ceilings. However, the Company shall bear the expense of repairs necessary because of the negligence of Company, its employees, or subcontractors.

- ii. County and Sheriff will provide all security, pest control, housekeeping, sanitation (including walls, floors, and fixtures but excluding sanitation of medical equipment and non-disposable supplies), and utilities. County and Sheriff will provide Company with telephone service.
 - iii. Company has inspected or had the opportunity to inspect CCJ and agrees that such space and facilities are sufficient for its agents, employees and subcontractors to perform all the obligations required under this contract.
 - iv. County and Sheriff will continue to maintain all health care equipment necessary for the performance of this contract during the term of this contract. If additional equipment is desired by Company, it shall be the responsibility of Company to notify the Sheriff of a need for such equipment. The equipment will be provided if the Sheriff agrees and the budget allows. Single equipment items with a value of greater than \$500.00 will require approval by the Sheriff or his designee prior to purchase.
- b. Pre-Contract Inventory. County and Sheriff will provide to Company control of all medical and office equipment and supplies in place at CCJ's health care unit. At the termination of the Contract or any subsequent agreement, Company will return to the County or Sheriff control of all supplies, medical and office equipment, in working order, reasonable wear and tear expected.

G. Reports Provided to County by Company

- a. Company shall submit monthly clinical financial, and any other reports requested by the Sheriff of County to the CCJ designated representatives, including the Contract Monitor, concerning the overall operation of the healthcare services program and on the general health of persons committed to the custody of CCJ. The reports will be due no later than the 15th of each month unless otherwise negotiated.
 - i. Financial reports will include all costs and show full transparency for all line items.
- b. Company shall regularly confer with CCJ staff concerning existing health-related procedures within the institution, any proposed changes in procedures and other matters as either party deems appropriate.
- c. Periodic meetings (at least six times a year) shall be held between Company and designated CCJ representative and Contract Monitor.

H. Quality Assurance

- a. Company must design a quality assurance program and state how the program will be implemented and maintained. At a minimum, the program must contain the following items: a description of roles and responsibilities of staff, areas to be monitored and addressed through the quality assurance program, the role of the quality assurance program in tracking and monitoring utilization of services, programs to be implemented as part of the quality assurance program, and techniques to be monitor compliance with the contract.
- b. Company must establish a plan for handling and resolving complaints from inmates and

CCJ staff.

- c. CCJ is currently accredited by American Correctional Association (ACA) the National Commission on Correctional Healthcare (NCCHC) and PREA certified. The Company shall always provide a standard and quality of health care which shall satisfy those standards developed by the ACA, NCCHC, PREA, and Maine Jail Standards, County and Municipal Detention Facilities, and the standards of health care dictated by state and federal court decisions regarding the quality of care for persons incarcerated in public correctional facilities. Failure by Company to maintain accreditation or certification will result in liquidated damages of \$50,000.00. If Company fails to obtain maintain re-accreditation because of the Sheriff's Office being non-compliant, the Company will not be required to pay any liquidated damages.