


**Southern Health  
Partners**

Your Partner In Affordable Inmate Healthcare

November 9, 2016

 LeeAnn Jones, County Judge  
 Panola County Commissioners' Court  
 110 South Sycamore, Room 216-A  
 Carthage, TX 75633

Re Health Services Agreement

Dear Judge Jones

SHP continues to be a proud partner with Panola County in providing for the delivery of inmate health services. At this time, I welcome you to call with any questions or if there are certain aspects of the contract you would like to discuss in advance of the Health Services Agreement renewal.

For the new period beginning in January, we will plan to continue at the current level of staffing and services. There is a need for an adjustment on the contract to help us keep up with the costs of doing business and providing medical services, which continue to rise each year. Rest assured SHP remains committed to providing a cost-efficient quality program of care. We must, however, allow for higher fixed costs for items such as employee wages and benefits, plus many of our other operating costs have increased over time, including those related to insurance, administration and travel.

We have planned on a 2% inflationary increase for the 2017 period, which amounts to \$190.22 more per month on the base rate. The new per diem and base contract amount are noted below for your records.

Contract period	January 1, 2017, through December 31, 2017
Base annualized fee	\$116,412.12 (\$9,701.01 per month)
Per diem greater than 60	\$1.34
Annual outside cost pool limit	\$20,000.00

Again, please do feel free to contact me should you have any questions or concerns. I can be reached directly in our NC/SC Regional Office at 803-802-1492. Before it is time to renew, I will need you to return a signed copy of this letter for my contract file. A scanned email copy or faxed copy will be fine (803-802-1495 direct fax or email [carmen.hamilton@southernhealthpartners.com](mailto:carmen.hamilton@southernhealthpartners.com)). Except as noted above, or as may be modified or amended by mutual written agreement between the parties, all provisions of the contract will remain in full force and effect.

Thank you in advance. We look forward to continued business with a valued customer.

Sincerely,

SOUTHERN HEALTH PARTNERS, INC

 Carmen Hamilton  
 Contracts Manager

PANOLA COUNTY, TX

BY

/cph

cc Sheriff Kevin Lake



## Southern Health Partners

Your Partner In Affordable Inmate Healthcare

December 7, 2015

LeeAnn Jones, County Judge  
Panola County Commissioners' Court  
110 South Sycamore, Room 216-A  
Carthage, TX 75633

Re Health Services Agreement

Dear Judge Jones

Please accept this letter to acknowledge the annual rollover of SHP's Health Services Agreement with Panola County for the 2016 period. We are pleased to be working with the Sheriff's Office as the on-site provider of inmate medical care.

As stated in Section No. 7.3 of the Agreement, the parties have agreed to a fixed 2% fee adjustment for the period effective January 1, 2016, through December 31, 2016. The contract billing has been adjusted accordingly to the new base price and per diem rate noted below.

Contract period	January 1, 2016, through December 31, 2016
Base annualized fee	\$114,129.48 (\$9,510.79 per month)
Per diem greater than 60	\$1.31
Annual outside cost pool limit	\$20,000.00

Except as may be amended or modified in writing by mutual agreement between the parties, all provisions of the contract will remain in full force and effect.

Please keep this letter for your file, and feel free to contact me if there are any questions or concerns you would like to discuss. I'll be happy to assist if there is anything you need. My direct number in our NC/SC Regional Office is 803-802-1492, or I can be reached by email at [carmen.hamilton@southernhealthpartners.com](mailto:carmen.hamilton@southernhealthpartners.com).

We appreciate the County's business and look forward to continuing a successful partnership in the new contract year.

Sincerely,

SOUTHERN HEALTH PARTNERS, INC

*C Hamilton*  
Carmen Hamilton  
Contracts Manager

/cph

cc Sheriff Kevin Lake

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Panola County, Texas (hereinafter referred to as "County"), and Southern Health Partners, Inc , d/b/a SHP Vista Health Management, Inc , a Delaware corporation, (hereinafter referred to as "SHP"), is entered into as of the 31 day of Dec., 2014 Services under this Agreement shall commence on January 1, 2015, and shall continue through December 31, 2015, in accordance with Section 6 1

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Panola County Detention Center facility (hereinafter called "Jail") and,

WHEREAS, County and Sheriff desire to provide for health care to inmates in accordance with applicable law, and,

WHEREAS, the County, which provides funding as approved by the Panola County Commissioners' Court for the Jail, desires to enter into this Agreement with SHP to promote this objective, and,

WHEREAS, SHP is in the business of providing correctional health care services under contract and desires to provide such services for County under the express terms and conditions hereof

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

ARTICLE I: HEALTH CARE SERVICES.

1 1 General Engagement County hereby contracts with SHP to provide for the delivery of all medical, dental and mental health services to inmates of Jail This care is to be delivered to individuals under the custody and control of County at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof.

1 2 Scope of General Services The responsibility of SHP for medical care of an inmate commences with the booking and physical placement of said inmate into the Jail The health care services provided by SHP shall be for all persons committed to the custody of the Jail, except those identified in Section 1 7 SHP shall provide and/or arrange for all professional medical, dental, mental health and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein

SHP shall be financially responsible for the costs of all physician and nurse staffing, over-the-counter medications, medical supplies, on-site clinical lab procedures, medical hazardous waste disposal, office supplies, forms, folders, files, travel expenses, publications, administrative services and nursing time to train officers in the Jail on various medical matters. SHP's financial responsibility for the costs of all prescription pharmaceuticals, all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail) and all medical and mental health services rendered outside the Jail will be limited by an annual cost pool described in Section 1.5 of this Agreement. Costs for all prescription pharmaceuticals, all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail) and all medical and mental health services rendered outside the Jail in excess of the annual cost pool limit shall be the financial responsibility of the County, or shall not otherwise be the financial responsibility of SHP.

1.3 Specialty Services. In addition to providing the general services described above, SHP by and through its licensed health care providers shall arrange and/or provide to inmates at the Jail specialty medical services to the extent such are determined to be medically necessary by SHP. In the event non-emergency specialty care is required and cannot be rendered at the Jail, SHP shall make arrangements with County for the transportation of the inmates in accordance with Section 1.9 of this Agreement.

1.4 Emergency Services. SHP shall arrange and/or provide emergency medical care, as medically necessary, to inmates through arrangements to be made by SHP.

1.5 Limitations On Costs - Cost Pool. SHP shall, at its own cost, arrange for medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning a licensed SHP physician), requires such care. SHP's maximum liability for costs associated with all prescription pharmaceuticals, all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail) and all medical and mental health services for inmates rendered outside of the Jail will be limited by a pool established in the amount of \$20,000.00 in the aggregate for all inmates in each year (defined as a twelve-month contract period) of this Agreement. If the costs of all care as described in this Section 1.5 exceed the amount of \$20,000.00 in any year, SHP will either pay for the additional services and submit invoices supporting the payments to the County along with an SHP invoice for one hundred percent (100%) of the costs in excess of \$20,000.00 or, in the alternative, will refer all additional qualifying invoices to County for payment directly to the provider of care. For all invoices payable to SHP as reimbursement for pool excess costs, such amounts shall be payable by County within thirty days of the SHP invoice date. For purposes of this Section 1.5, the pool amount will be prorated for any contract period of less or more than twelve months.

The intent of this Section 1.5 is to define SHP's maximum financial liability and limitation of costs for all prescription pharmaceuticals, all x-ray procedures (inside and outside the Jail), all hospitalizations, all dental services (inside and outside the Jail) and all other medical and mental health services rendered outside the Jail.

1.6 Injuries Incurred Prior to Incarceration, Pregnancy. SHP shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

Furthermore, SHP shall not be financially responsible for the cost of medical treatment or health care services provided outside the Jail to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care.

Once an inmate has been medically stabilized and committed to the Jail, SHP will, commencing at that point, then become responsible for providing and/or arranging for all medical treatment and health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail. SHP's financial responsibility for such medical treatment and health care services shall be in accordance with, and as limited by, Sections 1.2 and 1.5 of this Agreement.

It is expressly understood that SHP shall not be responsible for medical costs associated with the medical care of any infants born to inmates. SHP shall provide and/or arrange for health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Jail prior to transport to a hospital, shall not be the financial responsibility of SHP. In any event, SHP shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.7 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail and for inmates held under guard in outside hospitals or other medical facilities who remain in official custody of the Jail. Inmates held under guard in outside hospitals or other medical facilities are to be included in the Jail's daily population count. No other person(s), including those who are in any outside hospital who are not under guard, shall be the financial responsibility of SHP, nor shall such person(s) be included in the daily population count.

Inmates on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be included in the daily population count, and shall not be the responsibility of SHP with respect to the payment or the furnishing of their health care services

The costs of medical services rendered to inmates who become ill or who are injured while on such temporary release or work-release shall not then become the financial responsibility of SHP after their return to the Jail. This relates solely to the costs associated with treatment of a particular illness or injury incurred by an inmate while on such temporary release. In all cases, SHP shall be responsible for providing medical care for any inmate who, after return to the Jail, presents to SHP medical staff on-site at the Jail to the extent such care can be reasonably provided on-site, or SHP shall assist with arrangements to obtain outside medical care as necessary. The costs of medical services associated with a particular illness or injury incurred by an inmate while on temporary release or work-release may be the personal responsibility of the inmate, or covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance which may provide payment for medical and hospital expenses. In the absence of adequate insurance coverage, such costs may, at the election of the County, be applied toward the annual cost pool described in Section 1.5, but shall not otherwise be the financial responsibility of SHP

Persons in the physical custody of other police or other penal jurisdictions at the request of County, by Court order or otherwise, are likewise excluded from the Jail's population count and shall not be the responsibility of SHP for the furnishing or payment of health care services.

1.8 Elective Medical Care SHP shall not be responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of SHP's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services

1.9 Transportation Services To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services SHP is obligated to arrange under this Agreement, County shall, upon prior request by SHP, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, SHP shall arrange

all emergency ambulance transportation of inmates in accordance with Section 1.4 of this Agreement.

**ARTICLE II: PERSONNEL.**

2.1 Staffing SHP shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement. County acknowledges that SHP will not provide medical staff on SHP-designated holidays, and there will be an allowance for a reasonable number of absences for medical staff vacation and sick days. County further acknowledges that, effective on or about January 1, 2015, the on-site nurse staffing plan will consist of a nurse working in the Jail on weekdays for an average of 40 hours per week.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by SHP to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable Texas law.

2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by SHP hereunder, or by any independent contractor, subcontractors or assignee, SHP, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, SHP shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, SHP will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SHP.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either SHP or County in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, SHP shall engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between SHP and these health care professionals will be that of independent contractor, SHP shall not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. SHP shall not exercise control over the manner or means by which

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these independent contractors perform their professional medical duties. However, SHP shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of SHP under this Agreement, SHP shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000.00) coverage per occurrence and five million dollars (\$5,000,000.00) aggregate.

2.6 Discrimination. During the performance of this Agreement, SHP, its employees, agents, subcontractors, and assignees agree as follows.

- a. None will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

### ARTICLE III REPORTS AND RECORDS

3.1 Medical Records. SHP shall cause and require to be maintained a complete and accurate medical record for each inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws and County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, SHP shall comply with Texas law and County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by SHP except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. SHP shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with County.



However, County shall provide SHP with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation

3.2 Regular Reports by SHP to County SHP shall provide to County, on a date and in a form mutually acceptable to SHP and County, monthly statistical reports relating to services rendered under this Agreement

3.3 Inmate Information Subject to the applicable Texas law, in order to assist SHP in providing the best possible health care services to inmates, County shall provide SHP with information pertaining to inmates that SHP and County mutually identify as reasonable and necessary for SHP to adequately perform its obligations hereunder

3.4 SHP Records Available to County with Limitations on Disclosure SHP shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by SHP in the performance of its obligations hereunder are proprietary in nature and shall remain the property of SHP and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by SHP. Proprietary information developed by SHP shall remain the property of SHP.

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

#### ARTICLE IV: SECURITY

4.1 General SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP as well as for the security of inmates and County's staff, consistent with the

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correctional setting County shall take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's obligation to provide its services in a routine, timely, and proper fashion.

4.2 Loss of Equipment and Supplies County shall not be liable for loss of or damage to equipment and supplies of SHP, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of County or its employees

4.3 Security During Transportation Off-Site County shall provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the Jail and any other location for off-site services as contemplated herein

#### **ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES**

5.1 General County agrees to provide SHP with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone line and utilities and County will provide necessary maintenance and housekeeping of the office space and facilities

5.2 Delivery of Possession County will provide to SHP, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Jail's health care unit. At the termination of this or any subsequent Agreement, SHP will return to County's possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement

5.3 Maintenance and Replenishment of Equipment Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by SHP during the term of this Agreement shall be purchased by SHP at its own cost. At the end of this Agreement, or upon termination, County shall be entitled to purchase SHP's equipment and instruments at an amount determined by a mutually agreed depreciation schedule

5.4 General Maintenance Services County agrees that it is proper for SHP to provide each and every inmate receiving health care services the same services and facilities available to, and/or provided to, other inmates at the Jail.

**ARTICLE VI: TERM AND TERMINATION OF AGREEMENT**

6.1 Term This Agreement shall commence on January 1, 2015. The initial term of this Agreement shall end on December 31, 2015, and shall be automatically extended for additional one-year terms, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate at the end of the period.

6.2 Termination This Agreement, or any extension thereof, may be terminated as otherwise provided in this Agreement or as follows.

- a. Termination by agreement In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- b. Termination by Cancellation This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice in accordance with Section 9.3 of this Agreement.
- c. Annual Appropriations and Funding This Agreement shall be subject to the annual appropriation of funds by the Panola County Commissioners' Court. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

6.3 Responsibility for Inmate Health Care Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Jail, shall be transferred from SHP to County.

**ARTICLE VII. COMPENSATION.**

7.1 Base Compensation County will compensate SHP based on the twelve-month, annualized price of \$111,891.60 during the initial term of this Agreement, payable in monthly installments. Monthly installments during the initial term of this Agreement will be in the amount of \$9,324.30 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

7.2 Increases in Inmate Population County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 60. If the average daily inmate population exceeds 60 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.28 for each inmate over 60. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 60, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 65 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Jail Administrator, Sheriff and other involved County officials, and following appropriate notification to County.

7.3 Future Years' Compensation. The amount of compensation (i.e., annual base price and per diem rate as defined in Sections 7.1 and 7.2, respectively) to SHP shall increase at the beginning of each contract year. The amount of compensation shall increase by two percent (2%) for the renewal period effective January 1, 2016. SHP shall provide written notice to County of the amount of compensation increase requested for renewal periods effective on or after January 1, 2017, or shall otherwise negotiate mutually agreeable terms with County prior to the beginning of each annual renewal period.

7.4 Inmates From Other Jurisdictions Medical care rendered within the Jail to inmates from jurisdictions outside Panola County, and housed in the Jail pursuant to written contracts between County and such other jurisdictions will be the responsibility of SHP, but as limited by Section 1.7. Medical care that cannot be rendered within the Jail will be arranged by SHP, but SHP shall have no financial responsibility for such services to those inmates.

7.5 Responsibility For Work Release Inmates SHP and County agree that SHP will be responsible for providing on-site medical services as reasonable and appropriate to County inmates assigned to work release and/or release for community service work for government or nonprofit agencies upon an inmate's presentation to SHP medical staff at the Jail. Notwithstanding any other provisions of this Agreement to the contrary, SHP and County agree that County inmates assigned to work release, including work for County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than SHP, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on work release. The costs of medical services associated with a particular illness or injury incurred by an inmate while on work-release may be covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance which may provide payment for medical and hospital expenses but shall not otherwise be the financial responsibility of SHP. In all cases, SHP shall be responsible for providing medical care for any inmate who, after return to the Jail, presents to SHP medical staff on-site at the Jail, including any inmate injured or infirmed while on work release or release for community service, to the extent such care can be reasonably provided on-site, or SHP shall assist with arrangements to obtain outside medical care as necessary.

#### **ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.**

8.1 Insurance At all times during this Agreement, SHP shall maintain professional liability insurance covering SHP for its work at County, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate. SHP shall provide County with a Certificate of Insurance evidencing such coverage and shall have County named as an additional insured. In the event of any expiration, termination or modification of coverage, SHP will notify County in writing.

8.2 Lawsuits Against County In the event that any lawsuit (whether frivolous or otherwise) is filed against County, its elected officials, employees and agents based on or containing any allegations concerning SHP's medical care of inmates and the performance of SHP's employees, agents, subcontractors or assignees, the parties agree that SHP, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. SHP agrees to indemnify and hold harmless the County, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the aforementioned program of health care services provided by SHP. This duty to indemnify shall include all attorneys' fees and litigation costs and expenses of any kind whatsoever. County or Sheriff shall promptly notify SHP of any incident, claim, or lawsuit of which County or Sheriff becomes aware and shall fully cooperate in the defense of such claim, but SHP shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require SHP to indemnify the County, its agents and/or employees from the County's, its agents' and/or employees' own negligence and/or their own actions or inactions.

SHP shall not be responsible for any claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the operation of the facility and the negligence and/or action or inaction of the Sheriff, County or their employees or agents. SHP shall promptly notify the County of any incident, claim, or lawsuit of which SHP becomes aware and shall fully cooperate in the defense of such claim, but the County shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement be construed to require the County to indemnify SHP, its agents and/or employees from SHP's, its agents' and/or employees' own negligence and/or their own actions or inactions.

#### ARTICLE IX: MISCELLANEOUS.

9.1 Independent Contractor Status. The parties acknowledge that SHP is an independent contractor engaged to provide medical care to inmates at the Jail under the direction of SHP management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. SHP shall not assign this Agreement to any other corporation without the express written consent of County which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve SHP of its independent obligation to provide the services and be bound by the requirements of this Agreement.

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

- a County Panola County Commissioners' Court  
110 South Sycamore, Room 216-A  
Carthage, Texas 7563
  
- b SHP Southern Health Partners, Inc.  
2030 Hamilton Place Boulevard, Suite 140  
Chattanooga, Tennessee 37421  
Attn: President

Notices shall be effective upon receipt regardless of the form used

9.4 Governing Law and Disputes This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, except as specifically noted. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction.

9.5 Entire Agreement This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment This Agreement may be amended or revised only in writing and signed by all parties.

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

9.8 Other Contracts and Third-Party Beneficiaries The parties acknowledge that SHP is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

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

9.10 Liaison. The Panola County Sheriff or his designee shall serve as the liaison with SHP

9.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement

9.12 Time of Essence. Time is and shall be of the essence of this Agreement

9.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity



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

PANOLA COUNTY, TX

BY:

David L. Anderson  
County Judge

Date: 12-31-14

ATTEST:

LeAnn Jones

Date: 12-31-14

SOUTHERN HEALTH PARTNERS, INC.  
d/b/a SHP VISTA HEALTH MANAGEMENT, INC.

BY:

Jennifer Harsine  
Jennifer Harsine, President and Chief Executive Officer

Date: 1-7-15